TRAILS AT MONTEREY COMMUNITY DEVELOPMENT DISTRICT

MIAMI-DADE COUNTY

REGULAR BOARD MEETING
& PUBLIC HEARING
AUGUST 27, 2024
6:30 P.M.

Special District Services, Inc.
8785 SW 165th Avenue, Suite 200
Miami, FL 33024

www.trailsatmontereycdd.org
786.347.2711 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
TRAILS OF MONTEREY
COMMUNITY DEVELOPMENT DISTRICT
Kendall Executive Center
8785 SW 165th Avenue, Suite 200
Miami, FL 33193
REGULAR BOARD MEETING & PUBLIC HEARING
August 27, 2024
6:30 p.m.

A. Call to Order

B. Proof of Publication……..…….....Page 1

C. Establish Quorum

D. Accept Board Member Resignation (Olga Nadal; Eff. 5/16/24)……..Page 2

E. Consider Appointments to Vacant Seats (Seat 1; Exp. 2024 & Seat 3; Exp. 2026)

F. Administer Oath of Office and Review Board Member Duties and Responsibilities

G. Election of Officers

- Chairperson
- Vice Chairperson
- Secretary/Treasurer
- Assistant Secretaires

H. Additions or Deletions to Agenda

I. Comments from the Public for Items Not on the Agenda

J. Approval of Minutes

1. May 23, 2024 Special Board Meeting Minutes…..……..Page 3

K. Old Business

1. Discussion Regarding Bond Option for Lake Bank Restoration Project (FMSbonds)……Page 7
2. Discussion Regarding Lake Bank Restoration Project Mitigation Cost Estimates……..Page 8

L. Public Hearing

1. Proof of Publication……..Page 9
2. Receive Public Comments on Fiscal Year 2024/2025 Final Budget……Page 10
3. Consider Resolution No. 2024-03 – Adopting a Fiscal Year 2024/2025 Final Budget……...Page 16

M. New Business

1. Consider Resolution No. 2024-04 – Adopting a Fiscal Year 2024/2025 Meeting Schedule……...Page 23
2. 2024 Legislative Update Memorandums (BCLMR)…..……...Page 25
3. Consider Approval of Bond Counsel Engagement Letter (Squire Patton Boggs)……Page 30
4. Consider Approval of Trustee Engagement Letter (US Bank)...……..Page 46
5. Consider Approval of Underwriter Engagement Letter (FMSbonds)……..……..…..Page 47

N. Administrative Matters

O. Board Member/Staff: Additional Comments/Requests

P. Adjourn

MIAMI-DADE

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared GUILLERMO GARCIA, who on oath says that he or she is the DIRECTOR OF OPERATIONS, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, of Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

TRAILS AT MONTEREY COMMUNITY DEVELOPMENT DISTRICT - FISCAL YEAR 2023/2024 REGULAR MEETING SCHEDULE

in the XXXX Court,
was published in a newspaper by print in the issues of Miami Daily Business Review f/k/a Miami Review on

10/13/2023

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Sworn to and subscribed before me this
13 day of OCTOBER, A.D. 2023

(SEAL)
GUILLERMO GARCIA personally known to me

NOTARY PUBLIC STATE OF FLORIDA
CHRISTINA LYNN RAVIX-DORLEANS
Commission # HH 332954
Expires November 19, 2026

TRAILS AT MONTEREY COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
REGULAR MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Trails at Monterey Community Development District will hold Regular Meetings at 6:30 p.m. in the Conference Room at Kendall Executive Center located at 8785 SW 165th Avenue, Suite 200, Miami, Florida 33193, on the following dates:

October 24, 2023
February 27, 2024
April 23, 2024
June 25, 2024
August 27, 2024

The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained from the District's website www.trailsatmontereycdd.org or by contacting the District Manager at rnguyen@sdsinc.org and/or toll free at 1-877-737-4922.

From time to time one or two Supervisors may participate by telephone; therefore a speaker telephone will be present at the meeting location so that the Supervisors may be fully informed of the discussions taking place. Said meetings may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at rnguyen@sdsinc.org and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.

TRAILS AT MONTEREY COMMUNITY DEVELOPMENT DISTRICT

www.trailsatmontereycdd.org
10/13 23-62/0000688524M

May 16, 2024

Board Of Supervisors
Trails at Monterrey Community Development District
C/O Special District Services Inc.
2501A. Burns Rd.
Palm Beach Gardens
Fl. 33140

RE: Resignation Letter

Dear Board of Supervisors:
Please be advised that I, Olga Nadal am resigning my position as a board member and officer of the Trails of Monterrey Community Development District Board of Supervisors effective 16 May 2024.

Olga Nadal

Sincerely,
Olga Nadal
15575 SW 9 Lane
Miami, Fl. 33194

TRAILS AT MONTEREY COMMUNITY DEVELOPMENT DISTRICT
SPECIAL BOARD MEETING
MAY 23, 2024

A. CALL TO ORDER

Ms. Nguyen called the Trails at Monterey Community Development District (the "District") Special Board Meeting of May 23, 2024, to order at 6:30 p.m. in the Kendall Executive Center located at 8785 SW 165th Avenue, Suite 200, Miami, Florida 33193.

B. PROOF OF PUBLICATION

Ms. Nguyen presented proof of publication that notice of the Special Board Meeting had been published in the *Miami Herald* on May 15, 2024, as legally required.

C. ESTABLISH A QUORUM

Ms. Nguyen stated that the attendance of Chairman Juan Sanhueza, Vice Chairman Sebastian Hale and Supervisor Carlos Delgado constituted a quorum and it was in order to proceed with the meeting.

Staff in attendance included: District Manager Nancy Nguyen of Special District Services, Inc.; and General Counsel Ginger Wald of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

Also in attendance was: Ulises Blanco, Miami, Florida

D. ADDITIONS OR DELETIONS TO THE AGENDA

Ms. Nguyen stated that she was in possession of a resignation letter from Olga Nadal with an effective date of May 16, 2024, and it would be in order for the Board of Supervisors (the "Board") to consider.

A discussion ensued after which:

A **MOTION** was made by Mr. Delgado, seconded by Mr. Sanhueza and unanimously passed to accept the resignation of Olga Nadal, effective May 16, 2024.

Ms. Nguyen stated that there was now a vacancy in Seat 1 which term expires in November 2024.

Ms. Nguyen reminded the Board that there are currently vacancies in Seat 1 and Seat 3, which terms expire in November 2024 and November 2026, respectively. Ms. Nguyen asked if there were any persons in attendance interested in serving on the Board. There were no qualified persons in attendance. There were no appointments to Seats 1 and 3.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

Mr. Ulises Blanco asked if the lake banks were going to be discussed. Ms. Nguyen indicated that the lake banks were an item for discussion on the agenda.

F. APPROVAL OF MINUTES

1. October 24, 2023, Regular Board Meeting

The minutes of the October 24, 2023, Regular Board Meeting were presented for approval.

There being no changes, a **MOTION** was made by Mr. Delgado, seconded by Mr. Hale and unanimously passed approving the minutes of the October 24, 2023, Regular Board Meeting, as presented.

G. OLD BUSINESS

1. Discussion Regarding Loan/Bond Options for Lake Bank Restoration Project (FMSbonds)

Ms. Nguyen presented the Proposed Loan Analysis prepared by FMSbonds, Inc. Ms. Nguyen indicated that this is the same analysis that was presented to the Board during the October 24, 2023, Regular Board Meeting. Ms. Nguyen explained that interest rates continue to be extremely volatile and until a term sheet is provided by a bank, the actual interest rate is unknown. The Board asked what needs to be done in order to obtain a term sheet. Ms. Nguyen stated that the Board would need to give direction to proceed with obtaining loan options.

Mr. Ulises Blanco stated that he is not in agreement with the proposed lake bank mitigation project. He further explained that when he walked the lake banks with Ms. Nguyen, he did not notice any signs of erosion, nor did he notice any differences to the slopes compared to when the homes were constructed. He requested that a member of the Board walk the lake banks with him. Mr. Hale stated that he would communicate with Mr. Blanco to walk the lake banks with him. Mr. Blanco requested that the Board reconsider the lake bank restoration project. The Board informed Mr. Blanco that they have not taken any action towards the lake bank restoration project. They are currently trying to gather information and a decision will be made sometime in the future.

The Board consensus was to proceed with obtaining loan options from FMSbonds, Inc. to discuss during an upcoming meeting.

A **MOTION** was made by Mr. Hale, seconded by Mr. Delgado and unanimously passed authorizing FMSbonds, Inc. to move forward with attaining loan options for the Trails at Monterey Community Development District to fund the Lake Bank Restoration Project.

2. Discussion Regarding Lake Bank Restoration Project Mitigation Cost Estimates

This item was discussed during Old Business, Item 1.

H. NEW BUSINESS

1. Consider Resolution No. 2024-01 Adopting a Fiscal Year 2024/2025 Proposed Budget

Ms. Nguyen presented Resolution No. 2024-01, entitled:

RESOLUTION NO. 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TRAILS AT MONTEREY COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2024/2025; AND PROVIDING AN EFFECTIVE DATE.

Ms. Nguyen provided an explanation for the document. She further explained that the Proposed Loan Analysis prepared by FMSbonds, Inc. indicates an assessment increase of $324. It was further explained that this increase should be considered during the approval of the Proposed Budget. The Board was

reminded that the assessments can be lowered during the Final Budget Public Hearing, but they cannot be increased. Considering that the Board will be requesting that FMSbonds, Inc. provide factual costs and interest rates during the next meeting, the Board requested that the assessment increase be incorporated into the Proposed Budget.

A **MOTION** was made by Mr. Delgado, seconded by Mr. Hale and unanimously passed to adopt Resolution No. 2024-01, as amended (update the Erosion Control Shoreline Restoration Project budget line to account for a $325 assessment increase per unit), setting the Public Hearing to adopt the fiscal year 2024/2025 final budget and assessments for August 27, 2024, at 6:30 p.m. in the Kendall Executive Center, located at 8785 SW 165th Avenue, Suite 200, Miami, Florida 33193; and further authorizes publication/notice of the budget Public Hearing, as required by law.

2. Consider Resolution No. 2024-02 – Adopting an Electronic Signature Policy

Ms. Nguyen presented Resolution No. 2024-02, entitled:

RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TRAILS AT MONTEREY COMMUNITY DEVELOPMENT DISTRICT ESTABLISHING AN ELECTRONIC SIGNATURE POLICY, PROVIDING DISTRICT MANAGER WITH AUTHORITY AND RESPONSIBILITY FOR APPROVAL OF ELECTRONIC SIGNATURES AND IMPLEMENTATION OF CONTROL PROCESSES AND PROCEDURES TO ENSURE COMPLIANCE, INTEGRITY, AND SECURITY, IN ACCORDANCE WITH CHAPTER 688, FLORIDA STATUTES; AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

Ms. Nguyen explained that this resolution provides the District Manager the authority and responsibility for approval of electronic signatures and implementation of control process and procedures to ensure compliance, integrity, and security, in accordance with Chapter 688, Florida Statutes. A discussion ensued, after which:

A **motion** was made by Mr. Hale, seconded by Mr. Delgado and unanimously passed to approve and adopt Resolution No. 2024-02, thereby adopting an Electronic Signature Policy.

3. Discussion Regarding Ethics Training Requirement Memorandum

Ms. Wald explained that effective January 1, 2024, elected officers, such as the District Board Supervisors, will be required to complete four (4) hours of ethics training annually. She further explained that this requirement must be completed by December 31, 2024, of each year. Ms. Nguyen stated that she emailed the Ethics Training Memorandum, prepared by Ms. Wald's firm, to the Board, and it contained clickable links to ethics training courses/videos. The Board requested that Ms. Nguyen resend the email. Ms. Nguyen acknowledged the Board's request.

I. ADMINISTRATIVE MATTERS

1. Statement of Financial Interest 2023 Form 1 Electronic Filing – Filing Deadline: July 1, 2024

Board members were reminded of the importance of electronically completing their individual 2023 Statement of Financial Interests Form 1 through the Florida Commission on Ethics, Electronic Financial

Disclosure Management System (EFDMS). Ms. Nguyen informed the Board that she sent an email to the Board with instructions on how to complete their registration with the EFDMS. The deadline for submittal is July 1, 2024. The Board requested that Ms. Nguyen resend the email. Ms. Nguyen acknowledged the Board's request.

J. BOARD MEMBER/STAFF ADDITIONAL COMMENTS/REQUESTS

Ms. Nguyen stated that the next meeting date is scheduled for June 25, 2024, and the Final Budget Public Hearing is scheduled for August 27, 2024.

K. ADJOURNMENT

There being no further business to come before the Board, a **MOTION** was made by Mr. Delgado, seconded by Mr. Sanhueza adjourning the meeting at 7:16 p.m. The **MOTION** carried unanimously.

ATTESTED BY:

_____ _____

Secretary/Assistant Secretary **Chair/Vice Chair**

Trails at Monterey CDD

Proposed Bond Estimate

Bond Assumption

Proposed Loan Amount	$1,700,000	
Total Bond Payment	$110,587	
Capitalized Interest Term (months)	9	**thru 11/1/25*
Estimated Interest Rate*	5.00%	
Term	30	
Less:		
CAPI	$63,750	
COI	$184,000	
Net Bond Proceeds	**$1,452,250**	

Assessment Allocation

Product	# of Units	Proposed Assessment Per Home	Current Assessment Per Home**	Total Assessment Per Home
Single-Family	417	$265	$526	$791

* Estimated rate, subject to change until final pricing.

** The 2012 Bonds mature in May 1, 2033, at which point only the proposed bond assessments will be due each year.

TRAILS AT MONTEREY CDD

SHORELINE MITIGATION - LAKE 1		COSTS
SHORELINE REPAIR (LANDSHORE ESTIMATE)	$	314,414.00
ENGINEERING PLANS	$	7,340.00
PERMITTING	$	3,670.00
ENGINEERING PROJECT MANAGEMENT	$	6,000.00
PAYMENT & PERFORMANCE BONDS	$	8,808.00
INFLATION 3% (CONSTRUCTION & MATERIALS)	$	9,432.42
CONTINGENCY 10%	$	34,966.44
ESTIMATED LAKE 1 COSTS	**$**	**384,630.86**

SHORELINE MITIGATION - LAKE 2		COSTS
SHORELINE REPAIR (LANDSHORE ESTIMATE)	$	348,120.00
ENGINEERING PLANS	$	8,125.00
PERMITTING	$	4,062.50
ENGINEERING PROJECT MANAGEMENT	$	6,000.00
PAYMENT & PERFORMANCE BONDS	$	9,750.00
INFLATION 3% (CONSTRUCTION & MATERIALS)	$	10,443.60
CONTINGENCY 10%	$	38,650.11
ESTIMATED LAKE 2 COSTS	**$**	**425,151.21**

SHORELINE MITIGATION - LAKE 3		COSTS
SHORELINE REPAIR (LANDSHORE ESTIMATE)	$	128,607.00
ENGINEERING PLANS	$	3,000.00
PERMITTING	$	1,500.00
ENGINEERING PROJECT MANAGEMENT	$	6,000.00
PAYMENT & PERFORMANCE BONDS	$	3,600.00
INFLATION 3% (CONSTRUCTION & MATERIALS)	$	3,858.21
CONTINGENCY 10%	$	14,656.52
ESTIMATED LAKE 3 COSTS	**$**	**161,221.73**

SHORELINE MITIGATION - LAKE 4		COSTS
SHORELINE REPAIR (LANDSHORE ESTIMATE)	$	214,172.00
ENGINEERING PLANS	$	5,000.00
PERMITTING	$	2,500.00
ENGINEERING PROJECT MANAGEMENT	$	6,000.00
PAYMENT & PERFORMANCE BONDS	$	6,000.00
INFLATION 5% (CONSTRUCTION & MATERIALS)	$	6,425.16
CONTINGENCY 10%	$	24,009.72
ESTIMATED LAKE 4 COSTS	**$**	**264,106.88**

SHORELINE MITIGATION - LAKE 5		COSTS
SHORELINE REPAIR (LANDSHORE ESTIMATE)	$	131,521.00
ENGINEERING PLANS	$	3,070.00
PERMITTING	$	1,535.00
ENGINEERING PROJECT MANAGEMENT	$	6,000.00
PAYMENT & PERFORMANCE BONDS	$	3,684.00
INFLATION 3% (CONSTRUCTION & MATERIALS)	$	3,945.63
CONTINGENCY 10%	$	14,975.56
ESTIMATED LAKE 5 COSTS	**$**	**164,731.19**
ESTIMATED TOTAL COSTS	**$**	**1,399,841.87**

McClatchy

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The Belleville News-Democrat
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Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
141860	579490	Print Legal Ad-IPL01869530 - IPL0186953		$1,471.88	2	43 L

Attention: Laura J. Archer

Trails at Monterey Community Development District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410
LArcher@sdsinc.org

Notice of Public Hearing
and Regular Board Meeting of the
Trails at Monterey Community Development District

The Board of Supervisors (the "Board") of the Trails at Monterey Community Development District (the "District") will hold a Public Hearing and Regular Board Meeting on August 27, 2024, at 6:30 p.m., or as soon thereafter as the meeting can be heard, in the Conference Room at the Kendall Executive Center located at 8785 SW 165th Avenue, Suite 200, Miami, Florida 33193.

The purpose of the Public Hearing is to receive public comment on the Fiscal Year 2024/2025 Proposed Final Budget of the District. A copy of the Budget and/or the Agenda may be obtained from the District's website (www.trailsatmontereycdd.org) or at the offices of the District Manager, 8785 SW 165th Avenue, Suite 200, Miami, Florida 33193, during normal business hours, or by emailing nnguyen@sdsinc.org.

The purpose of the Regular Board Meeting is for the Board to consider any/all business which may properly come before it. The meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. Meetings may be continued as found necessary to a time and place specified on the record.

There may be occasions when one or two Supervisors will participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place.
In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations in order to access or participate in the Meeting because of a disability or physical impairment should contact the District Manager's Office at least seven (7) days prior to the date of the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

If any person decides to appeal any decision made with respect to any matter considered at this Public Hearing and Regular Board Meeting, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at their own expense and which record includes the testimony and evidence on which the appeal is based.
Meetings may be cancelled from time to time without advertised notice.
Trails at Monterey Community Development District
www.trailsatmontereycdd.org
IPL0186953
Aug 7,14 2024

PUBLISHED DAILY
MIAMI-DADE-FLORIDA

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before the undersigned authority personally appeared: Mary Castro, who on oath says that he/she is CUSTODIAN OF RECORDS of The Miami Herald, a daily newspaper published at Miami in Miami-Dade County, Florida; that the attached copy of the advertisement that was published was published in said newspaper in the issue (s) of:
Publication: Miami Herald
2 insertion(s) published on:
08/07/24, 08/14/24

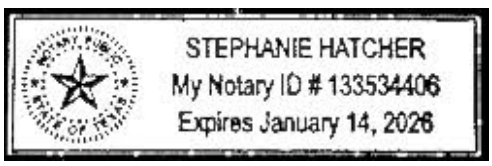
Affiant further says that the said Miami Herald is a newspaper published at Miami, in the said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Dade County, Florida each day and has been entered a second class mail matter at the post office in Miami, in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper(s).The McClatchy Company complies with all legal requirements for publication in chapter 50, Florida Statutes.

Mary Castro

Sworn to and subscribed before me this 14th day of August in the year of 2024

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy.

From: Jorge R Maillo
To: Nancy Nguyen
Subject: FOLIO: # 30-4909-004-1810
Date: Tuesday, July 30, 2024 6:36:48 PM

To: Trails Monterey Community Development District.

We have OBJECTION of this proposal assessment, this not time for increasing budget for any project. Please adjust the administratives expenses and or stopped to trying scam to us.
By the way, we will like to receive the latest statement, transactions, or any financial documents. In order to checking how was invest the money collected in the past year and the last 6 months of current calendar year.
We will be so glad to receive a prompt answer.
Sincerely
Jorge & Anabell Albert

From: Michele Quintana
To: Nancy Nguyen
Subject: Trails at Monterey CDD Assessment Increase
Date: Thursday, August 1, 2024 2:30:19 PM

Good afternoon,

I am a homeowner at the Trails at Monterey folio #30-4909-004-1560 and I OBJECT to the proposed Non-Ad Valorem assessment increase commencing in the Fiscal Year 2023/2025.

Regards,
Michele & Jorge Quintana

From: Mildred Hernandez
To: Nancy Nguyen
Subject: Denial of increase Non-Ad Valorem assessment
Date: Friday, August 2, 2024 7:20:43 PM

Good Afternoon,

I am writing to object the increase of the Non-Ad Valorem assesment for my property Folio# 30-4904-003-0560

Yahoo Mail: Search, Organize, Conquer

From: Karen Gil
To: Nancy Nguyen; Francisco Touza
Subject: Folio # 30-4909-004-2540 2010 SW 155th Ave Miami, FL 33185
Date: Tuesday, August 6, 2024 8:26:19 AM
Attachments: [Untitled].pdf
Importance: High

Good Morning,

This in response to letter dated July 26, 2024 for a public hearing om Augst 27th 2024 for proposed assessment for $ 1,078.60 for period October 1st 2024 ending September 30th , 2025. Please take this letter as an objection as my house is not in a PUD or Condo HOA there is nothing they do for my house. My property is a SFR with no maintenance. We absolutely object to this assessment. Plus, there is a new construction in front of my house who is going to be responsible for all the inconvenience dust, animals damaged streets?

Thank you,

Francisco Touza
Karen Gil

From:	Jorge Garcia
To:	Nancy Nguyen
Cc:	Onadal5@yahoo.com; sanh56juan@gmail.com; Carlos Delgado (copy@comcast.net)
Subject:	Trails at Monterey - Objection to Proposed Assessment Increase for Fiscal Year 2024/2025
Date:	Monday, August 12, 2024 11:41:40 PM
Attachments:	Letter of Objection - Trails at Monterey Board - CDD - 2024 - Folio 30-4909-004-0050.pdf

Dear Ms. Nguyen,

I hope this message finds you well. My name is Jorge Garcia Hernandez, and I am a resident and property owner within the Trails at Monterey Community Development District. I am writing to formally object to the proposed increase in assessments for the fiscal year 2024/2025 and to request additional information concerning specific budget items.

I understand that the Board is proposing an increase of approximately $325 per unit for the operation and maintenance (O&M) portion of the assessments. I am concerned about the impact this increase may have on property owners and residents, both for the upcoming fiscal year and in future years.

In particular, I would appreciate further clarification on the following budget items:

1. LAKE BANK MITIGATION
2. ENGINEERING/INSPECTIONS
3. MITIGATION MAINTENANCE

I would like to understand the relationship between the LAKE BANK MITIGATION budget item and the Erosion Control Shoreline Restoration project mentioned in the letter sent to property owners. Is this project the same one proposed during the 2023/2024 fiscal year, which received unanimous objections from residents and owners at the public hearing? If this is indeed the same project, I would like to understand why it is being proposed again this year.

To also better understand the details of the LAKE BANK MITIGATION budget and the associated Erosion Control Shoreline Restoration project, could you please provide the following information:

- How was the proposed $127,390 for the LAKE BANK MITIGATION budget item determined?

- What is the total cost of the Erosion Control Shoreline Restoration Project?
- What is the scope of the Project?
- Who will be performing the work?
- What is the expected duration for the Project's completion?

Thank you for your attention to this matter. I look forward to your response and any additional information you can provide.

Please feel free to contact me at jorgegarcia.info@gmail.com if you need any further details or have updates to share.

Sincerely,

Jorge

RESOLUTION NO. 2024-03

A RESOLUTION OF THE TRAILS AT MONTEREY COMMUNITY DEVELOPMENT DISTRICT ADOPTING A FISCAL YEAR 2024/2025 BUDGET.

WHEREAS, the Trails at Monterey Community Development District ("District") has prepared a Proposed Budget and Final Special Assessment Roll for Fiscal Year 2024/2025 and has held a duly advertised Public Hearing to receive public comments on the Proposed Budget and Final Special Assessment Roll; and,

WHEREAS, following the Public Hearing and the adoption of the Proposed Budget and Final Assessment Roll, the District is now authorized to levy non ad-valorem assessments upon the properties within the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TRAILS AT MONTEREY COMMUNITY DEVELOPMENT DISTRICT THAT:

Section 1. The Final Budget and Final Special Assessment Roll for Fiscal Year 2024/2025 attached hereto as Exhibit "A" is approved and adopted, and the assessments set forth therein shall be levied.

Section 2. The Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

PASSED, ADOPTED and EFFECTIVE this 27th day of August, 2024.

ATTEST:

TRAILS AT MONTEREY COMMUNITY DEVELOPMENT DISTRICT

By:_____
Secretary/Assistant Secretary

By:_____
Chairperson/Vice Chairperson

Trails At Monterey
Community Development District

Final Budget For
Fiscal Year 2024/2025
October 1, 2024 - September 30, 2025

CONTENTS

I FINAL BUDGET

II DETAILED FINAL BUDGET

III DETAILED FINAL DEBT SERVICE FUND BUDGET

IV ASSESSMENT COMPARISON

FINAL BUDGET
TRAILS AT MONTEREY COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

REVENUES		**FISCAL YEAR 2024/2025 BUDGET**
ADMINISTRATIVE ASSESSMENTS		57,438
MAINTENANCE ASSESSMENTS		172,915
DEBT ASSESSMENTS		219,413
OTHER REVENUES		0
INTEREST INCOME		720
TOTAL REVENUES	**$**	**450,486**
EXPENDITURES		
MAINTENANCE EXPENDITURES		
AQUATIC/STORMWATER MANAGEMENT		7,850
MITIGATION MAINTENANCE		2,300
LAKE EASEMENT/LANDSCAPE MAINTENANCE		20,000
ENGINEERING/INSPECTIONS		5,000
LAKE BANK MITIGATION		127,390
TOTAL MAINTENANCE EXPENDITURES	**$**	**162,540**
ADMINISTRATIVE EXPENDITURES		
SUPERVISOR FEES		5,000
PAYROLL TAXES (EMPLOYER)		400
MANAGEMENT		33,420
SECRETARIAL		3,600
LEGAL		10,500
ASSESSMENT ROLL		6,000
AUDIT FEES		3,500
INSURANCE		7,260
LEGAL ADVERTISING		2,000
MISCELLANEOUS		1,200
POSTAGE		500
OFFICE SUPPLIES		600
DUES & SUBSCRIPTIONS		175
TRUSTEE FEES		4,260
CONTINUING DISCLOSURE FEE		350
WEBSITE MANAGEMENT		750
TOTAL ADMINISTRATIVE EXPENDITURES	**$**	**79,515**
TOTAL EXPENDITURES	**$**	**242,055**
REVENUES LESS EXPENDITURES	**$**	**208,431**
BOND PAYMENTS		(206,248)
BALANCE	**$**	**2,183**
COUNTY APPRAISER & TAX COLLECTOR FEE		(8,995)
DISCOUNTS FOR EARLY PAYMENTS		(17,991)
EXCESS/ (SHORTFALL)	**$**	**(24,803)**
CARRYOVER FROM PRIOR YEAR		24,803
NET EXCESS/ (SHORTFALL)	**$**	**-**

DETAILED FINAL BUDGET

TRAILS AT MONTEREY COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

REVENUES	FISCAL YEAR 2022/2023 ACTUAL	FISCAL YEAR 2023/2024 BUDGET	FISCAL YEAR 2024/2025 BUDGET	COMMENTS
ADMINISTRATIVE ASSESSMENTS	57,997	57,438	57,438	Expenditures Less Interest & Carryover/.94
MAINTENANCE ASSESSMENTS	37,395	37,394	172,915	Expenditures/.94
DEBT ASSESSMENTS	219,415	219,413	219,413	Bond Payments/.94
OTHER REVENUES	0	0	0	
INTEREST INCOME	9,102	420	720	Interest Projected At $60 Per Month
TOTAL REVENUES	**$ 323,909**	**$ 314,665**	**$ 450,486**	
EXPENDITURES				
MAINTENANCE EXPENDITURES				
AQUATIC/STORMWATER MANAGEMENT	6,240	7,350	7,850	$500 Increase From 2023/2024 Budget
MITIGATION MAINTENANCE	0	3,300	2,300	$1,000 Decrease From 2023/2024 Budget
LAKE EASEMENT/LANDSCAPE MAINTENANCE	14,400	22,000	20,000	$2,000 Decrease From 2023/2024 Budget
ENGINEERING/INSPECTIONS	22,200	2,500	5,000	$2,500 Increase From 2023/2024 Budget
LAKE BANK MITIGATION	0	0	127,390	Lake Bank Mitigation
TOTAL MAINTENANCE EXPENDITURES	**$ 42,840**	**$ 35,150**	**$ 162,540**	
ADMINISTRATIVE EXPENDITURES				
SUPERVISOR FEES	4,000	5,000	5,000	No Change From 2023/2024 Budget
PAYROLL TAXES (EMPLOYER)	306	400	400	Projected At 8% Of Supervisor Fees
MANAGEMENT	31,512	32,448	33,420	CPI Adjustment (Capped At 3%)
SECRETARIAL	3,600	3,600	3,600	No Change From 2023/2024 Budget
LEGAL	10,100	10,500	10,500	No Change From 2023/2024 Budget
ASSESSMENT ROLL	6,000	6,000	6,000	As Per Contract
AUDIT FEES	3,500	3,700	3,500	Accepted Amount For 2023/2024 Audit
INSURANCE	6,134	6,600	7,260	Fiscal Year 2023/2024 Expenditure Was $6,594
LEGAL ADVERTISING	546	750	2,000	Costs Will Increase Due To Closing Of The Miami Business Review
MISCELLANEOUS	946	1,300	1,200	$100 Decrease From 2023/2024 Budget
POSTAGE	517	300	500	Increased Due To Possible Mailings
OFFICE SUPPLIES	713	550	600	$50 Increase From 2023/2024 Budget
DUES & SUBSCRIPTIONS	175	175	175	No Change From 2023/2024 Budget
TRUSTEE FEES	4,256	4,260	4,260	No Change From 2023/2024 Budget
CONTINUING DISCLOSURE FEE	350	350	350	No Change From 2023/2024 Budget
WEBSITE MANAGEMENT	750	750	750	No Change From 2023/2024 Budget
TOTAL ADMINISTRATIVE EXPENDITURES	**$ 73,405**	**$ 76,683**	**$ 79,515**	
TOTAL EXPENDITURES	**$ 116,245**	**$ 111,833**	**$ 242,055**	
REVENUES LESS EXPENDITURES	**$ 207,664**	**$ 202,832**	**$ 208,431**	
BOND PAYMENTS	(209,221)	(206,248)	(206,248)	2025 Principal & Interest Payments
BALANCE	**$ (1,557)**	**$ (3,416)**	**$ 2,183**	
COUNTY APPRAISER & TAX COLLECTOR FEE	(3,030)	(6,285)	(8,995)	Two Percent Of Total Tax Roll
DISCOUNTS FOR EARLY PAYMENTS	(11,575)	(12,570)	(17,991)	Four Percent Of Total Tax Roll
EXCESS/ (SHORTFALL)	**$ (16,162)**	**$ (22,271)**	**$ (24,803)**	
CARRYOVER FROM PRIOR YEAR	0	22,271	24,803	Carryover From Prior Year
NET EXCESS/ (SHORTFALL)	**$ (16,162)**	**$ -**	**$ -**	

DETAILED FINAL DEBT SERVICE FUND BUDGET

TRAILS AT MONTEREY COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

REVENUES	FISCAL YEAR 2022/2023 ACTUAL	FISCAL YEAR 2023/2024 BUDGET	FISCAL YEAR 2024/2025 BUDGET	COMMENTS
Interest Income	9,137	100	400	Projected Interest For 2024/2025
NAV Tax Collection	209,221	206,248	206,248	Maximum Debt Service
Total Revenues	**$ 218,358**	**$ 206,348**	**$ 206,648**	
EXPENDITURES				
Principal Payments	125,000	135,000	140,000	Principal Payment Due In 2025
Interest Payments	76,991	69,206	63,518	Interest Payments Due In 2025
Bond Redemption	0	2,142	3,130	Estimated Excess Debt Collections
Total Expenditures	**$ 201,991**	**$ 206,348**	**$ 206,648**	
Excess/ (Shortfall)	**$ 16,367**	**$ -**	**$ -**	

Series 2012 Refunding Bonds Information

Original Par Amount =	$2,830,000	Annual Principal Payments Due =	May 1st
Interest Rate =	1.75% - 4.25%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	May 2012		
Maturity Date =	May 2033		
Par Amount As Of 1/1/24 =	$16,300,000		

Trails At Monterey Community Development District
Assessment Comparison

	Fiscal Year 2020/2021 Assessment*	Fiscal Year 2021/2022 Assessment*	Fiscal Year 2022/2023 Assessment*	Fiscal Year 2023/2024 Assessment*	**Fiscal Year 2024/2025 Projected Assessment***
Administrative	$ 141.98	$ 145.46	$ 137.75	$ 137.75	**$ 137.75**
Maintenance	$ 85.51	$ 81.99	$ 89.68	$ 89.68	**$ 414.68**
Debt	$ 526.17	$ 526.17	$ 526.17	$ 526.17	**$ 526.17**
Total	**$ 753.66**	**$ 753.62**	**$ 753.60**	**$ 753.60**	**$ 1,078.60**

* Assessments Include the Following :

4% Discount for Early Payments

1% County Tax Collector Fee

1% County Property Appraiser Fee

Community Information:

Total Units 417

RESOLUTION NO. 2024-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TRAILS AT MONTEREY COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2024/2025 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary for the Trails at Monterey Community Development District ("District") to establish a regular meeting schedule for fiscal year 2024/2025; and

WHEREAS, the Board of Supervisors of the District has set a regular meeting schedule, location and time for District meetings for fiscal year 2024/2025 which is attached hereto and made a part hereof as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TRAILS AT MONTEREY COMMUNITY DEVELOPMENT DISTRICT, MIAMI-DADE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are hereby adopted.

Section 2. The regular meeting schedule, time and location for meetings for fiscal year 2024/2025 which is attached hereto as Exhibit "A" is hereby adopted and authorized to be published.

PASSED, ADOPTED and EFFECTIVE this 27th day of August, 2024.

ATTEST:

TRAILS AT MONTEREY COMMUNITY DEVELOPMENT DISTRICT

By:_____
Secretary/Assistant Secretary

By:_____
Chairperson/Vice Chairperson

TRAILS AT MONTEREY COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025 REGULAR MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Trails at Monterey Community Development District will hold Regular Meetings at 6:30 p.m. in the Conference Room at Kendall Executive Center located at 8785 SW 165th Avenue, Suite 200, Miami, Florida 33193, on the following dates:

October 22, 2024
December 17, 2024
February 25, 2025
April 22, 2025
June 24, 2025
August 26, 2025

The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained from the District's website www.trailsatmontereycdd.org or by contacting the District Manager at nnguyen@sdsinc.org and/or toll free at 1-877-737-4922.

From time to time one or two Supervisors may participate by telephone; therefore a speaker telephone will be present at the meeting location so that the Supervisors may be fully informed of the discussions taking place. Said meetings may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at nnguyen@sdsinc.org and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.

TRAILS AT MONTEREY COMMUNITY DEVELOPMENT DISTRICT

www.trailsatmontereycdd.org

PUBLISH: MIAMI HERALD 10/07/24

MEMORANDUM

TO: District Manager

FROM: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
District Counsel

DATE: July 12, 2024

RE: 2024 Legislative Update

As District Counsel, throughout the year we continuously monitor pending legislation that may be applicable to the governance and operation of our Community Development District and other Special District clients. It is at this time of year that we summarize those legislative acts that have become law during the most recent legislative session, as follows:

1. Chapter 2024 – 136, Laws of Florida (HB 7013). The legislation establishes a 12-year term limit for members of popularly elected bodies governing independent special districts, excluding terms starting before November 5, 2024, and excluding certain districts. Supervisors of Community Development Districts (CDDs) do not have term limits. The act provides that the boundaries of independent special districts may only be changed by general law or special act. The law revises criteria for declaring special districts inactive, to include those with no revenue, expenditures, or debt for five consecutive fiscal years, and extends the objection period for proposed inactive status declarations from 21 to 30 days. The law stipulates that a special district deemed inactive can only use funds to service outstanding debt and fulfill existing bond covenants and contractual obligations. Additionally, the law repeals section 163.3756, F.S., to align the regulations for Community Redevelopment Agencies (CRAs) with those applicable to other special districts. The bill repeals sections 165.0615 and 190.047, F.S., which allow independent special districts and CDDs, respectively, to convert to a municipality without legislative approval.

Performance Measures and Standards

The legislation also mandates special districts to establish goals, objectives, performance measures, and standards for each program and activity they undertake by October 1, 2024, or the end of their first full fiscal year, and to report annually on their achievements and performance. Furthermore, by December 1 of each subsequent year, each district must produce an annual report detailing the goals and objectives it has accomplished, the performance measures and standards used for evaluation, and any goals or objectives that were not met. The annual report must be published on the District's website.

For independent special fire control districts, the bill requires reporting on volunteer firefighter training by October 1 annually.

The legislation reduces the maximum ad valorem millage rate for mosquito control districts from 10 mills to one mill, allowing an increase to two mills via referendum, and requires submission of work plans and budgets to receive state funds. Lastly, the law prohibits the creation of new Neighborhood Improvement Districts (NIDs) after July 1, 2024, and mandates a performance review of existing NIDs by September 30, 2025.

The effective date of this act is July 1, 2024.

2. Chapter 2024 – 80, Laws of Florida (HB 433). The legislation prohibits political subdivisions from establishing, mandating, or requiring employers, including those contracting with political subdivisions, to meet heat exposure requirements not mandated by state or federal law. The law clarifies that it does not limit the authority of political subdivisions to establish heat exposure requirements[1] for their direct employees. Effective September 30, 2026, the law amends Florida's wage and employment benefits law, prohibiting political subdivisions from controlling or affecting wages or employment benefits provided by vendors, contractors, service providers, or other parties through purchasing or contracting procedures. In addition the law prohibits using wages or employment benefits as evaluation factors or awarding preferences based on them. The law removes the ability of local governments to require a minimum wage for certain employees under contract terms and states that these revisions do not impair contracts entered into before September 30, 2026. Lastly, this act prohibits local governments from adopting or enforcing regulations on employee scheduling, including predictive scheduling, by private employers except as expressly authorized or required by state or federal law, rule, regulation, or federal grant requirements. Except as otherwise provided, the effective date of this act is July 1, 2024.

3. Chapter 2024 – 204, Laws of Florida (HB 149). The legislation raises the maximum limit for continuing contracts under the Consultants' Competitive Negotiation Act (CCNA) from an estimated per-project construction cost of $4 million to $7.5 million, with an annual adjustment based on the Consumer Price Index (CPI). Starting July 1, 2025, and annually thereafter, the Department of Management Services (DMS) is mandated to adjust the maximum allowable amount for each project in a continuing contract according to the change in the June-to-June CPI for All Urban Consumers, as issued by the Bureau of Labor Statistics. DMS is required to publish the adjusted amount on its website. The effective date of this act is July 1, 2024.

4. Chapter 2024 – 202, Laws of Florida (HB 59). The legislation amends section 720.303, F.S., requiring Homeowner Associations (HOAs) to provide a physical or digital copy of the HOA's rules and covenants to all members by October 1, 2024. This requirement extends to all new members upon joining and includes providing updated copies whenever amendments to the rules or covenants occur. HOAs are authorized to set standards for the distribution method and timing for these documents. The law also stipulates that HOAs maintain certain official records, such as the HOA's declaration of covenants and any amendments, within the state for at least seven years. These records must be accessible to parcel owners for inspection or copying, either physically or electronically. The effective date of this act is July 1, 2024

[1] A standard to control an employee's exposure to heat or sun and mitigate its effects. This includes employee monitoring, water consumption, cooling measures, acclimation periods, informational notices, heat exposure programs, first-aid measures, protections for reporting heat exposure, and related reporting and recordkeeping.

5. Chapter 2024 – 221, Laws of Florida (HB 1203). The legislation establishes educational requirements for community association managers (CAMs) and HOA directors. By January 1, 2025, HOAs with 100 or more parcels must post certain official records on their website or application. It allows parcel owners to request a detailed accounting of any amounts owed to the HOA, and if not provided, the board forfeits any outstanding fine under specific conditions. The bill prohibits HOAs and their committees from imposing requirements on the interior of structures not visible from the frontage, adjacent property, common areas, or golf courses. The law also forbids the need for HOA or committee approval for central air-conditioning, heating, or ventilating systems if not visible from the frontage, adjacent property, common area, or golf course, and if they are similar to approved systems. Criminal penalties are introduced for HOA officers, directors, or managers accepting kickbacks. Additionally, HOAs cannot prevent homeowners from installing vegetable gardens and clotheslines in non-visible areas, and certain HOA election voting activities are classified as a first-degree misdemeanor. The effective date of this act is July 1, 2024.

6. Chapter 2024 – 44, Laws of Florida (HB 621). The legislation establishes section 82.036, F.S., creating a process for removing unauthorized persons (squatters) from residential property. Property owners or their authorized agents can file a verified complaint with the county sheriff, who, upon verifying the complainant's identity and ownership, must serve notice to the occupants to vacate immediately. The law grants immunity to the sheriff and property owner for any property loss or damage unless the removal is wrongful. It also establishes a civil cause of action for wrongful removal, allowing the wrongfully removed party to seek damages, court costs, and attorney fees. The effective date of this act is July 1, 2024.

7. Chapter 2024 – 147, Laws of Florida (SB 7020). The legislation amends section 1.01, F.S., the statute defining "registered mail," to broaden the range of acceptable delivery services for meeting statutory registered mail requirements in the state. The new definition of "registered mail" now explicitly includes any delivery service by the U.S. Postal Service or a private delivery service that provides proof of mailing or shipping and proof of delivery, confirmed by a receipt signed by the addressee or a responsible person at the delivery address. Additionally, "return receipt requested" is defined to encompass delivery confirmation services by the U.S. Postal Service or private delivery services that offer similar proof of delivery. These amendments are remedial in nature and apply retroactively. The effective date of this act is May 6, 2024.

8. Chapter 2024 – 263, Laws of Florida (HB 321). This legislation specifies that any individual who intentionally releases, organizes the release of, or causes the release of balloons inflated with lighter-than-air gas commits an act of littering and is subject to corresponding penalties[2]. However, children aged six or younger who engage in such activities are exempt from noncriminal littering infractions and associated penalties. The bill removes the exemption for balloons deemed biodegradable or photodegradable by Florida Fish and Wildlife Conservation rules. It also eliminates the provision allowing citizens to petition a circuit court to prevent the release of ten or more balloons. Additionally, the bill revises definitions in section 403.413, F.S., the Florida Litter Law, to include:

[2] The penalty for littering generally corresponds to the amount of litter discarded. ≤ 15 pounds or ≤ 27 cubic feet = Noncriminal infraction, punishable by a civil penalty of $150. > 15 pounds but ≤ 500 pounds or > 27 cubic feet but ≤ 100 cubic feet = First-degree misdemeanor, punishable by up to one year in jail and a $1,000 fine. > 500 pounds or > 100 cubic feet = Third-degree felony, punishable by up to five years' imprisonment and a $5,000 fine. It is the duty of all law enforcement officers to enforce Florida's Litter Law.

- "Dump," specifying that it encompasses the intentional release, organization of the release, or causation of the release of balloons.
- "Litter," explicitly adding balloons to the definition.

The effective date of this act is July 1, 2024.

For convenience, we have included copies of the legislation referenced in this memorandum. We request that you include this memorandum as part of the agenda packages for upcoming meetings of the governing boards of those special districts in which you serve as the District Manager and this firm serves as District Counsel. For purposes of the agenda package, it is not necessary to include the attached legislation, as we can provide copies to anyone requesting the same. Copies of the referenced legislation are also accessible by visiting this link: http://laws.flrules.org/.

MEMORANDUM

TO: District Manager

FROM: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
District Counsel

DATE: August 9, 2024

RE: 2024 Legislative Update – Supplemental Information

As District Counsel, throughout the year we continuously monitor pending legislation that may be applicable to the governance and operation of our Community Development District and other Special District clients. Below is a summary of an additional law that was not included in the 2024 Legislative Update.

Chapter 2024 – 184, Laws of Florida (HB 7063). The legislation, among other things, amends section 787.06, F.S., to require nongovernmental entities, when a contract is executed, renewed, or extended, with a governmental entity, to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services. Special districts, including community development districts, are defined as governmental entities under this statute. The effective date of this act is July 1, 2024.

For convenience, we have included a copy of the legislation referenced in this memorandum. In addition, attached is a form of the affidavit that nongovernmental entities will need to execute when entering, renewing, or extending a contract with a community development district or special district. We request that you include this supplemental memorandum as part of the agenda packages for upcoming meetings of the governing boards of those special districts in which you serve as the District Manager and this firm serves as District Counsel.

Enclosures (2)

SQUIRE PATTON BOGGS

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June 25, 2024

Trails at Monterey Community Development District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410

Re: Trails at Monterey Community Development District
Special Assessment Bonds

Dear Ladies and Gentlemen:

On behalf of Squire Patton Boggs (US) LLP ("Squire Patton Boggs" or the "Firm"), I am pleased to submit this letter to you, setting forth the terms of our engagement to serve as Bond Counsel in connection with the referenced bonds (the "Bonds") to be issued by Trails at Monterey Community Development District (the "District") for the principal purpose of, among other things, financing the District's lake bank mitigation project.

A written engagement agreement is required or recommended by the law of professional ethics in the jurisdictions in which we practice law. The engagement agreement between us consists of this letter and the enclosed Standard Terms and Conditions of Engagement ("Standard Terms"). The engagement agreement is designed to address our responsibilities to each other and to outline for the District certain important matters that are best established early as we form an attorney-client relationship with the District in this matter.

The engagement agreement responds to requirements in the rules of professional ethics and is intended to achieve a better understanding between us. We request that the District review this agreement carefully. By proceeding with this engagement the District will be indicating to us that it has done so. It is important that the District review and understand the terms of our relationship, such as the section on "Conflicts of Interest."

The Firm's services as Bond Counsel will include those customarily provided by Bond Counsel in an issue such as the Bonds, including the rendering of our legal opinion (the "Bond Opinion"), provided that the proceedings for the issuance of the Bonds have been completed to

45 Offices in 20 Countries
Squire Patton Boggs (US) LLP is part of the international legal practice Squire Patton Boggs, which operates worldwide through a number of separate legal entities.
Please visit squirepattonboggs.com for more information.

our satisfaction. The Bond Opinion will address the legality and validity of the Bonds, the excludability of interest on the Bonds from gross income for federal income tax purposes and certain tax aspects of the Bonds under the laws of the State of Florida. We will address the Bond Opinion to the District and will deliver it on the date that the District delivers the Bonds to their purchasers in exchange for their purchase price (the "Closing").

We understand that the Bonds will be issued through a direct placement with bank. Based upon: (i) our current understanding of the terms, structure, size and schedule of the proposed financing, (ii) the duties and responsibilities we will undertake in connection therewith, and (iii) the time we anticipate devoting to the financing, we estimate our Bond Counsel fee will be approximately $55,000. The foregoing fee may vary if material changes in the structure or schedule of the financing occur, or if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will so advise the District in order to discuss a mutually agreeable adjustment in the Bond Counsel fee. We will also bill the District for all client charges made or incurred in connection with our representation, such as photocopying, courier charges, transcript binding charges and other related expenses. Please note that payment of such fees and other charges is due upon Closing.

It is our understanding that the Bonds will be underwritten by FMSbonds, Inc. ("FMSbonds"). Squire Patton Boggs conducts a national practice in the area of public finance that involves the representation of issuers, investment banking firms and other parties in the issuance of governmental and private activity debt obligations. The Firm also conducts a national and international corporate law practice that includes the representation of financial institutions and other businesses in transactions, litigation and other matters. As a result of the extent and diversity of that practice, the Firm may currently represent or have previously represented FMSbonds or the entity selected to serve as trustee for the Bonds in matters unrelated to the District or the issuance of the Bonds. The Firm may also commence such representations during the time it is representing the District. Considering the lack of relationship that such other matters have to the District or to the Bonds, the Firm does not expect any such other representations to conflict with its fulfillment of its professional obligations to the District.

We appreciate the opportunity to serve as Bond Counsel to the District in connection with the issuance of the Bonds. Any of the following alternative methods for acceptance of this engagement agreement will be effective: (i) signing and returning the copy of this letter that is enclosed for that purpose, or (ii) assigning us work, including continuing any previous assignment of work, or (iii) sending us a letter or e-mail clearly referencing this engagement agreement and agreeing to it. However, even if you accept this engagement agreement by methods (ii) or (iii), I would appreciate it if you would confirm your acceptance by countersigning the enclosed copy of this letter and returning it to me. If you do not agree with one or more of the provisions of the engagement agreement, please contact me so that we can try to address your concerns. If we do not receive a written objection within two weeks, you will be bound by this engagement agreement (although, as explained in the attached Standard Terms,

you can terminate our services at any time). Of course, if you have any questions or concerns regarding the foregoing, please call me at 305-577-7048.

We look forward to working with you on this financing.

SQUIRE PATTON BOGGS (US) LLP

By: 
Name: Pedro H. Hernandez
Title: Partner

Accepted and approved as of the
___ day of _____, 2024:

TRAILS AT MONTEREY COMMUNITY DEVELOPMENT DISTRICT

By: _____
Title:

SQUIRE PATTON BOGGS

Standard Terms and Conditions of Engagement Applicable Worldwide

The engagement agreement with you includes the accompanying cover letter and, as applicable, any separate Matter Acknowledgment Letter (collectively and individually "Engagement Letter"). It also consists of these additional Terms and Conditions of Engagement applicable worldwide and any Terms and Conditions of Engagement applicable for particular jurisdictions (collectively and individually "Standard Terms and Conditions of Engagement" or "Standard Terms") as well as any terms in any other document to which we both agree in writing. The engagement agreement is the means by which you are retaining the Firm (as defined in these Standard Terms) to provide legal services. "You" and "yours" refers to our client(s) defined more fully below in the section entitled WHO IS AND IS NOT OUR CLIENT. For your convenience, set forth below are the topics covered in these Standard Terms:

The Firm 1
What Professionals Will Provide the Legal Services? 2
Scope and Nature of Our Services to You 2
Who Is and Is Not Our Client 3
Conflicts of Interest 4
Public Policy Practice 5
Requesting Legal Services Activates Engagement Terms 6
Termination of Representation 6
How We Set Our Fees 7
Other Charges 8
Billing Arrangements and Payment Terms 9
Taxes 10
Data Protection and Privacy 10
Client and Firm Documents 11
ISO 27001 Certification and Data Security and Handling 11
Equality and Diversity 12
Disclosure of Your Name 12
Squire Patton Boggs Attorney/Client Privilege 12
Severability 12
Primacy 12
Entire Agreement 12
Interpretations 12
Governing Law, Courts and Bar Associations 13
In Conclusion 13

THE FIRM

"Squire Patton Boggs" is the collective trade name for an international legal practice comprised of partnerships or other entities authorized to practice law in various nations or other jurisdictions. The "Firm" means Squire Patton Boggs (US) LLP,[1] Squire Patton Boggs (UK) LLP,[2] Squire Patton Boggs (AU),[3] or Squire Patton Boggs (MEA) LLP,[4] and/or an affiliate listed at https://www.squirepattonboggs.com/en/footer/legal-notices in all cases including the entity or entities lawfully permitted to practice law in the jurisdiction or jurisdictions necessary or appropriate to provide your legal services. Your engagement in this instance is with the entity[5] which sent you these Standard Terms and, as applicable, with such other Squire Patton Boggs entity or entities necessary or appropriate for your legal services, in which case the entity which sent you these Standard Terms is acting on their behalf. These Standard Terms apply to your relationship with all Squire Patton Boggs entities which provide you services. "We" or "us" or "our" refer not only to the entity sending you these Standard Terms, but also to all Squire Patton Boggs entities unless the context or applicable law requires reference only to the specific entity or

[1] Squire Patton Boggs (US) LLP is a limited liability partnership organized under the laws of the State of Ohio, USA.

[2] Squire Patton Boggs (UK) LLP (trading as Squire Patton Boggs) is a Limited Liability Partnership registered in England and Wales with number OC 335584 authorised and regulated by the Solicitors Regulation Authority with SRA number 485150. A list of the members and their professional qualifications is open to inspection at 60 London Wall, London, EC2M 5TQ.

[3] Squire Patton Boggs (AU) is a general partnership established under the laws of Western Australia.

[4] Squire Patton Boggs (MEA) LLP is a limited liability partnership organized under the laws of Washington, D.C.

[5] Squire Patton Boggs includes partnerships or other entities in a number of different nations. Due to local laws on regulation of the legal profession, the formal legal name may differ in some nations.

entities you contract with. The use of "Squire Patton Boggs" as a trade or business name or brand by all or any of such entities shall not imply that the international legal practice is itself engaged in the provision of legal or other services. For further information please see www.squirepattonboggs.com.

This engagement agreement shall apply to all matters for which you might now or in the future request our assistance, unless of course you and we agree in the future to an updated version of this engagement agreement or to a new or revised engagement agreement expressly referring to and superseding this engagement agreement in whole or in part. This engagement agreement also applies to any affiliate or other related party that becomes our client unless and until a separate engagement agreement is agreed to between such party and us. We encourage you to retain this engagement agreement.

WHAT PROFESSIONALS WILL PROVIDE THE LEGAL SERVICES?

In most cases one of our lawyers will be your principal contact. From time to time that attorney may delegate parts of your work to other lawyers or to legal assistants or nonlegal personnel in the Firm or to outside "contract" personnel.

SCOPE AND NATURE OF OUR SERVICES TO YOU

In our letter that presents these Standard Terms to you, or in a separate Matter Acknowledgement Letter, we will describe the matter or case in which we will be representing you. Unless we agree in writing to expand the scope of our representation, an important part of our engagement agreement is that we are not your counsel in other matters, and you will not rely upon us to provide legal services for matters other than that described in the relevant letter. For example, unless specified in the relevant letter, our representation of you does not include any responsibility for: review of your insurance policies to determine the possibility of coverage relating to this matter; for notification of your insurance carriers about the matter; advice to you about your disclosure obligations under securities laws or any other laws or regulations; or advice on tax consequences. The description of the nature and scope of our services in any letter or e-mail concerning the inception of our engagement is generally made at the beginning of our representation and is sometimes, of necessity, described in broad terms. The actual nature and extent of our representation may be narrower and more precise and is to be determined over the life of the representation by your requests for our legal services and our response based on the letters, e-mails, or other documents exchanged between us. Of course, you and we can enter into an additional engagement agreement for services outside any general description in any letters or e-mails at the beginning of our engagement. If at any time you do not have a clear understanding of the legal services to be provided or if you have questions regarding the scope of our services, we are relying on you to communicate with us. The scope of our representation of you does not include the terms of this engagement agreement between us. You are encouraged to consult with independent counsel on such terms.

We will apply our professional skill, experience and judgment to achieve your objectives in accordance with the honored standards of our profession that all attorneys are required to uphold. However, we cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control, including the unpredictable human element in the decisions of those with whom we deal in undertaking your representation.

We will comply properly and fully with the duty of confidentiality as described in the rules of professional conduct governing our profession which provide special and stringent protection for ethically protected information concerning our representation of you (hereinafter client "confidential information"). In compliance with such rules on confidential information and this engagement agreement, we will not disclose to any other client or use against you any of your confidential Information and likewise will not disclose to you the confidential information of any other client or use that client's confidential information against it. You agree that we may disclose this engagement agreement when it is relevant to an issue before a court, Bar or other authority over lawyers, or third party.

Your responsibilities to us in each representation that you ask us to undertake include providing full, complete and accurate instructions and other information to us in sufficient time to enable us to provide our services effectively.

WHO IS AND IS NOT OUR CLIENT

An essential condition of our representation is that our only client is the person or entity identified in the accompanying letter. In the absence of an express identification of our client in the text of the letter, our client is the person or entity to whom the letter is addressed, even though in certain instances the payment of our fees may be the responsibility of others. In situations in which our client is an entity, we have addressed the letter to an authorized representative of the client. Throughout these standard terms, "you" refers to the entity that is our client, not the individual addressed.

Unless specifically stated in our Engagement Letter, our representation of you does not extend to any of your related parties, including affiliates and we do not assume any duties with respect to them. You are our only client. Unless we state specifically in our letter, we do not represent a corporate family or other group of which you may be a part, do not represent its members other than you, and do not owe them any duties. For example, if you are a corporation, our representation does not include any of your direct or indirect parents, subsidiaries, sister corporations, partnerships, partners, joint ventures, joint venture partners, any entities in which you own an interest, or, for you or your affiliates or other related parties, any employees, officers, directors, or shareholders. If you are a partnership or limited liability company, our representation does not extend to the individual partners of the partnership or members of the limited liability company. If you are a joint venture, our representation does not extend to the participants. If you are a trade association, our representation excludes members of the trade association. If you are a governmental entity, unless explicitly agreed by both of us, our only client is the ministry, office, or other part of a government directly instructing us. Our representation does not include other governmental entities, including other agencies, departments, bureaus, boards or other parts of the same government. If you are an individual, our representation does not include your spouse, siblings, or other family members. If you are a trust, you are our only client. The beneficiaries are not our clients, nor is the trustee in any capacity other than as the fiduciary for the particular trust in our representation. If our representation involves legal services for related parties or conferring benefits on related parties or receiving confidential information of related parties, these aspects of the representation do not make them clients. It would be necessary for such related parties, including all those listed above, to enter into a written engagement agreement with us much like this one before they would become clients and we would assume duties towards them. If for any reason a related party becomes our client, this engagement agreement governs our relationship with the related party unless and until a separate engagement agreement is agreed to between such related party and us. We are relying on you to communicate the

points in this provision to your related parties. You should know that our engagement agreements with a number of other clients have a provision similar to this one.

If you provide us with any confidential information of your related parties or any other entities or individuals during our representation of you, we will treat it as your information and maintain its confidentiality in accordance with our duties to you as our client under applicable law, but insofar as applicable law permits us to agree on our respective rights and duties, you are the only party to whom we owe duties regarding such information.

Except as specifically agreed by both of us, the advice and communications that we render on your behalf are not to be disseminated to or relied upon by any other parties without our written consent.

CONFLICTS OF INTEREST

Squire Patton Boggs is international with lawyers and clients from many nations. This provision is designed to establish the same standards for all of our clients and lawyers. The result of this provision is similar to the result otherwise applicable under the professional standards for lawyers in almost all jurisdictions outside the U.S. (and under the Texas Disciplinary Rules of Professional Conduct). The effect of this provision is similar to the effect of the professional standards for a majority of our lawyers. Since our legal practice began over 100 years ago, thousands of corporations, other businesses, individuals, governmental bodies, trusts, estates, and other clients have asked our lawyers to represent them, in many cases in large and usual matters. With over 10,000 current clients, you should understand that during the course of our representation of you we may represent any other client in any kind of matter; you should not assume any exceptions. Information on the nature of our clients and practice is available upon request and on the internet. An advantage to proceeding with our representation of you may be the services of specific individuals, or of a large team, or of a special nature, or in particular jurisdictions. We understand and agree that this is not an exclusive agreement, and you are free to retain any other counsel of your choosing in this and other matters. We commit that the lawyers who are personally working for you will not work for any other client adverse to you throughout the representation unless you agree otherwise. Further, throughout the representation we commit that our other lawyers shall not represent any other client with interests materially and directly adverse to your interests in this matter or in any other matter (i) which is substantially related to our representation of you or (ii) where there is a reasonable probability that confidential information you furnished to us could be used to your material disadvantage, including by examining or cross-examining your personnel, unless you agree otherwise. Finally, we commit that after the representation has ended, unless you agree otherwise, the lawyers who have personally worked for you shall not represent any other client with interests materially and directly adverse to your interests in this matter or in any other matter (i) which is substantially related to their representation of you or (ii) where there is a reasonable probability that confidential information you furnished to them could be used to your material disadvantage, including by examining or cross-examining your personnel, unless you agree otherwise. You agree that these commitments entirely replace any rule that might otherwise treat approximately 1,500 lawyers with Squire Patton Boggs as one lawyer for conflicts purposes and any imputation or vicarious treatment of knowledge or conflicts among all lawyers in Squire Patton Boggs.

For further explanation of the provision being replaced see https://www.americanbar.org/groups/professional_responsibility/publications/model_rules_of_professional_conduct/rule_1_10_imputation

_of_conflicts_of_interest_general_rule.html including Comment ¶ [2].

For explanation of "substantially related" matters see https://www.americanbar.org/groups/professional_responsibility/publications/model_rules_of_professional_conduct/rule_1_9_duties_of_former_clients.html especially Comment ¶ [3].

You understand and agree that, consistent with those commitments, we are free to represent other clients, including clients whose interests conflict with your interests or conflict with the interests of your affiliates or other related parties in litigation, business transactions, negotiations, alternative dispute resolution, administrative proceedings, bankruptcy or insolvency matters, discovery disputes, or other legal matters. Our lawyers value their individual professional independence and you also agree that the interests of other clients represented by our other lawyers will not create a material limitation on your representation by the lawyers who personally represent you. For further explanation of "material limitations" see https://www.americanbar.org/groups/professional_responsibility/publications/model_rules_of_professional_conduct/rule_1_7_conflict_of_interest_current_clients/comment_on_rule_1_7.html especially Comment [8]. You agree that a precondition to our forming an attorney/client relationship with you and undertaking your representation is your agreement that our representation of you will not prevent or disqualify us from representing clients adverse to you or your affiliates or other related parties in other matters and that you consent in advance to our undertaking such adverse representations, subject to the exceptions and commitments explicitly set forth above. Please let us know if you would like to discuss excluding particular parties or matters from your agreement. Our agreements and yours are effective immediately. In similar engagement agreements with a number of our other clients, we have asked for similar agreements to preserve our ability to represent you.

PUBLIC POLICY PRACTICE

Among the wide array of legal services that we provide to clients in particular representations in many but not all nations, States, and other jurisdictions around the world in compliance with their law are representations with respect to the legislative, executive, administrative and other functions of governments (herein "public policy" representations). We have a public policy practice in business regulation, defense, energy, resources and environmental matters, financial services, food and drug, domestic and international trade, health care, taxation, transportation, and numerous other areas affected by government action. Information on the extensive scope of our public policy practice, the other areas in which we offer legal services, and the large number and diversity of our clients is available on request or on the internet. Given the breadth of our public policy practice, in agreeing to our representation of you, you should not discount the possibility that our representation of other clients in public policy matters at present or in the future might adversely affect your interests, directly or indirectly, or might be deemed to create a material limitation on our representation of you. A precondition to our forming an attorney/client relationship with you and undertaking your representation is your agreement that so long as such public policy representations are not substantially related to our representation of you and do not involve the use of material ethically protected client information to your disadvantage, the scope of the public policy representations that we can provide to existing or new clients will not be diminished in any respect by our undertaking our representation of you even if there would otherwise be a conflict. Agreement by our other clients to an analogous waiver may protect the scope of legal services that we can provide for you.

SQUIRE PATTON BOGGS

REQUESTING LEGAL SERVICES ACTIVATES ENGAGEMENT TERMS

These Standard Terms and any accompanying Engagement Letter will become effective when you: (i) sign in the space provided and return the copy of any Engagement Letter accompanying these Standard Terms, or (ii) assign us work, including continuing any previous assignment of work, or (iii) send us a letter or e-mail clearly referencing these Standard Terms and any accompanying Engagement Letter and agreeing to them. If we have stated that these Standard Terms are a draft for discussion, they do not become legally effective during any period limited exclusively to discussion of the terms. However, after receipt of these Standard Terms, if you request us to perform legal services, including asking us to continue providing legal services, the following provisions in these Standard Terms become legally effective: (1) all provisions that ethics law of the applicable State, nation, or other jurisdiction requires in an engagement agreement, (2) all provisions that address the ability of other existing and prospective clients to retain us as their lawyers, including but not limited to "Who is Our Client," "Conflicts of Interest," "Public Policy," and "Primacy;" (3) all provisions in these Standard Terms on the date 30 days following the later of both (a) your receipt of these Standard Terms and (b) your request that we perform legal services. You can terminate our engagement agreement with prospective effect at any time. Provisions that became effective through your request for legal services can later be amended or replaced provided we both agree in writing.

TERMINATION OF REPRESENTATION

You may terminate our representation at any time, with or without cause, upon written notice to us. After receiving such notice, or upon our termination of the representation as permitted by applicable ethical and/or court rules, we will cease to render services to you as soon as allowed by such rules, which may include court approval of our withdrawal from litigation. Termination of our services will not affect your responsibility for payment of legal services rendered and other charges incurred both before termination and afterwards in connection with an orderly transition of the matter, including fees and other charges arising in connection with any transfer of files to you or to other counsel, and you agree to pay all such amounts in advance upon request.

You agree that the Firm has the right to withdraw from its representation of you if continuing the representation might preclude the Firm's or any other Squire Patton Boggs entity's continuing representation of existing clients on matters adverse to you or if there are any circumstances even arguably raising a question implicating professional ethics, for example, because a question arises about the effectiveness or enforceability of this engagement agreement, or a question arises about conduct addressed by it, or an apparent conflict is thrust upon the Firm or any other Squire Patton Boggs entity by circumstances beyond its reasonable control, such as by a corporate merger or a decision to seek to join litigation that is already in progress, or there is an attempt to withdraw consent.

In any of these circumstances, you agree that we would have the right to withdraw from the representation of you. Regardless of whether you or we terminate the representation, we would (with your agreement) assist in the transition to replacement counsel by taking reasonable steps in accordance with applicable ethical rules designed to avoid foreseeable prejudice to your interests as a consequence of the termination. You agree that regardless of whether you or we terminate the representation (A) we would be paid by you for the work performed prior to termination; (B) our representation of you prior to any termination would not preclude the Firm or any other Squire Patton Boggs entity from undertaking or continuing any representation of another party; and (C) as a result of the

Firm's or any other Squire Patton Boggs entity's representation of another party you would not argue or otherwise use our representation of you prior to any termination to contend that the Firm or any other Squire Patton Boggs entity should be disqualified.

When we complete the specific services you have retained us to perform, our attorney-client relationship for that matter will be terminated at that time regardless of any later billing period. To eliminate uncertainty, our representation of you ends in any event whenever there is no outstanding request from you for our legal services that requires our immediate action and more than six (6) months (180 days) have passed since our last recorded time for you in the representation, unless there is clear and convincing evidence of our mutual understanding that the representation has not come to an end. After termination, if we choose to perform administrative or limited filing services on your behalf, including but not limited to receiving and advising you of a notice under a contract, lease, consent order, or other document with continuing effect, or filing routine or repeated submissions or renewals in intellectual property or other matters, or advising you to take action, our representation of you lasts only for the brief period in which our task is performed, unless you retain us in writing at that time to perform further or additional services. After termination, if you later retain us to perform further or additional services, our attorney-client relationship will commence again subject to these terms of engagement unless we both change the terms in writing at that time. Following termination of our representation, changes may occur in applicable laws that could impact your future rights and liabilities. Unless you actually engage us in writing to provide additional advice on issues arising from the matter after its completion, we have no continuing obligation to advise you with respect to future legal developments.

During or following our representation of you, we will be entitled to recover from you fees for any time spent and other charges, calculated at the then applicable rates if we are asked to testify or provide information in writing as a result of our representation of you or any legal requirements, or if our records from our representation of you are demanded, or if any claim is brought against any Squire Patton Boggs entity or any of its personnel based on your actions or omissions (in addition to any other costs involving the claim), or if we must defend the confidentiality of your communications under the attorney-client or any other legal professional privilege (in which case we will to the extent that circumstances permit make reasonable efforts to inform you of the requirement made upon us and give you the opportunity to waive privilege).

HOW WE SET OUR FEES

Unless another basis for billing is established in this engagement agreement, we will bill you monthly for the professional fees of attorneys, paralegals, and other personnel incurred on your behalf based on their applicable rates and the number of hours they devote to your representation. Overall fees will be in accord with the factors in the applicable rules governing professional responsibility. The billing rates of the personnel initially assigned to your representation are generally specified in the accompanying Engagement Letter. The billing rates of our attorneys, paralegals, and other personnel vary, depending generally upon the experience and capabilities of the individual involved. Unless otherwise agreed in writing, we will charge you for their services at their applicable rates. Our hourly billing rates are adjusted from time to time, usually at the beginning of each year, both on a selected and firm wide basis. In addition, as personnel gain experience and demonstrate improved skills over time, they may advance into categories that generally have higher hourly billing rates. Advancements to a higher category are typically made annually. Upon any adjustment in the applicable rates, we will charge you the adjusted rates.

At times clients ask us to estimate the total fees and other charges that they are likely to incur in connection with a particular matter. Whenever possible, we are pleased to respond to such requests with an estimate or proposed budget. Still, it must be recognized that our fees are often influenced by factors that are beyond our control or unforeseeable or both. This is particularly true in litigation and other advocacy contexts in which much of the activity is controlled by the opposing parties and the Judge, Arbitrator or other decision-maker. Accordingly, such an estimate or proposal carries the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed fee quotation. The ultimate cost frequently is more or less than the amount estimated. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. We will not be obliged to continue work if the fees or other charges accrued on a matter reach an estimate previously given and a revised estimate cannot be agreed. It is also expressly understood that payment of our fees and charges is in no way contingent on the ultimate outcome of the matter.

OTHER CHARGES

As an adjunct to providing legal services, we may incur and pay a variety of charges on your behalf or charge for certain ancillary support services. Whenever we incur such charges on your behalf or charge for such ancillary support services, we bill them to you separately or arrange for them to be billed to you directly. We may also require an advance payment from you for such charges. These charges typically relate to long-distance telephone calls; messenger, courier, and express delivery services; facsimile and similar communications; document printing, reproduction, scanning, imaging and related expenses; translations and related charges; filing fees; depositions and transcripts; witness fees; travel expenses; computer research; and charges made by third parties (such as outside experts and consultants, printers, appraisers, local and foreign counsel, government agencies, airlines, hotels and the like). Other charges will generally be itemized on your bill, and will also be subject to VAT where applicable. Any bank charges which we incur when making check payments or telegraphic transfers of money will be charged to you inclusive of a handling fee. Our charges for these ancillary support services generally reflect our direct and indirect costs, but charges for certain items exceed our actual costs. For some services, particularly those that involve significant technology and/or support services which we provide (such as imaging documents and computer research), we attempt from time to time to reduce costs by contracting with vendors to purchase a minimum volume of service that is beyond the needs of any single client. In those cases, we may bill you at a per unit rate that may not reflect the quantity discounts we obtain. In many cases the total quantity that will be used by all of our clients over a year or other period of time is not certain. Our charge for fax services is typically based on a charge per page rather than the cost of the telephone usage. In the event any of our statements for such services are not paid by their due dates, you agree that we have the right not to advance any further amounts on your behalf.

When you send us a letter at the request of your auditors asking us for a response on any loss contingencies, we will charge you a fixed fee for our response that varies with the level of difficulty of the response.

Letter Type	Description	Rate
Clean	No litigation reported	US $550
Normal	1-3 cases	US $850
Extraordinary	>3 cases	US $1,350
Update	Update of prior response	US $400
No-Services	Verifying no work for client during fiscal year	US $75

Notwithstanding our advance payments of any charges, you will be solely responsible for all invoices issued by third parties. It is our policy to arrange for outside providers of services involving relatively substantial charges (such as the fees of outside consultants, expert witnesses, appraisers, and court reporters) to bill you directly.

Prompt payment by you of invoices generated by third-party vendors is often essential to our ability to deliver legal services to you. Accordingly, you agree that we have the right to treat any failure by you to pay such invoices in a timely manner to be a material breach of your obligation to cooperate with us.

Unless we agree specifically in writing and you advise any other law firm, professionals, or third-parties in writing that they must comply with our directions, we are not responsible for them.

BILLING ARRANGEMENTS AND PAYMENT TERMS

We will bill you on a regular basis – normally, each month – for both fees and other charges. You agree to make payment within thirty (30) days of the date of our statement, unless a different period of time is specified in the Engagement Letter. If you have any issue with our statement, you agree to raise it specifically before thirty (30) days from the date of our statement or any other due date established in an Engagement Letter. If the issue is not immediately resolved, you agree to pay all fees and other charges not directly affected by the issue before thirty (30) days from the original bill or any other due date established in an Engagement Letter and all amounts affected by the issue within ten (10) days of its resolution. If we have rendered a final bill and we become liable for other charges incurred on your behalf, we will be entitled to render a further bill or bills to recover those amounts. In the event that a statement is not paid in full before thirty (30) days from the date of our statement or any other due date established in an Engagement Letter late charges will be imposed on any unpaid fees and/or costs at the combined rate of eight percent (8%) per annum or at any lower rate legally required by a particular jurisdiction. If the cover letter accompanying these Standard Terms of engagement specifies an event or an alternate date upon which payment is due, late charges will be imposed on any unpaid fees and/or costs thirty (30) days after the specified event or date or any other period specified in an Engagement Letter. The purpose of the late payment charge is to encourage prompt payment, thus reducing our billing and collection costs.

In addition, if your account becomes delinquent and satisfactory payment terms are not arranged, we may postpone or defer providing additional services or withdraw, or seek to withdraw, from the representation consistent with applicable rules. You will remain responsible for payment of our legal fees rendered and charges incurred prior to such withdrawal.

When personnel from other Squire Patton Boggs entities have provided services to you, the portion of any invoice to you including such services is issued on behalf of the other Squire Patton Boggs entities that have provided services to you. The portion of your payment of fees and charges for the services and expenses of any such other Squire Patton Boggs entities will be attributed to them in accordance with our agreement with them,

which reflects in major part the work performed by their personnel and expenses they incurred.

If our representation of you results in a monetary recovery by litigation or arbitration award, judgment, or settlement, or by other realization of proceeds, then (when permitted by applicable law) you hereby grant us an attorneys' lien on those funds in the amount of any sums due us.

We look to you, the client, for payment regardless of whether you are insured to cover the particular risk. From time to time, we assist clients in pursuing third parties for recovery of attorneys' fees and other costs arising from our services. These situations include payments under contracts, statutes or insurance policies. However, it remains your obligation to pay all amounts due to us before expiration of thirty (30) days from the date of our statement unless a different period is established in an Engagement Letter.

TAXES

You will be responsible for any applicable VAT or other sales tax that any jurisdiction may impose on our fees and other charges for this representation.

DATA PROTECTION AND PRIVACY

We each have our respective obligations to relevant government authorities and to individuals whose personal data we process to comply with applicable data protection laws. If you disclose or transfer to us personal data concerning individuals who are connected to you, or are otherwise relevant to a matter on which we have been retained to provide legal services to you, it shall be your responsibility to transfer or otherwise disclose such personal data in compliance with all applicable data protection laws including, without limitation, having a lawful basis for the disclosure of any personal data to us. Where the European Union General Data Protection Regulation ("EU GDPR") or the United Kingdom General Data Protection Regulation ("UK GDPR") , collectively "GDPR" and national implementing legislation apply in relation to any personal data that you provide to us, we each act as a controller in our own right in regard to our respective processing of the personal data. Please refer to our Global Website Privacy Notice; our Privacy Notice for our Australian offices; and, in particular, our Privacy Notice for our UK and EU offices ("UK/EU Privacy Notice"). These are published on the Squire Patton Boggs website at www.squirepattonboggs.com. Our UK/EU Privacy Notice describes the processing activities of our UK/EU offices as controllers of the personal data of our clients, individuals connected to our clients and other business contacts, in accordance with GDPR requirements. In fulfilling our duties to relevant government authorities and individuals under applicable law our UK and EU offices will process personal data that you share with us, or that we obtain from other sources on your behalf, only for the relevant purposes that are set out in our UK/EU Privacy Notice or any supplemental notice that we may provide to you in connection with a particular matter. You may also have obligations under the GDPR and you will reasonably cooperate with us with respect to any personal data that are shared between us, in order to facilitate compliance with the relevant provisions of the GDPR. If you disclose or transfer to us personal data concerning individuals who are connected to you, or are otherwise relevant to a matter on which we have been retained to provide legal services to you, it shall be your responsibility as the controller of that data to transfer or otherwise disclose such personal data in compliance with GDPR requirements including (without limitation) by: (A) transferring the personal data to us only as necessary for us to provide the legal services for which you have retained us; (B) having a lawful basis for disclosing the personal data to us; (C) providing all the information required to be provided by the GDPR, in the applicable circumstances, to the relevant individuals concerning the transfer of their personal data

to us (including, where possible, a link to the UK/EU Privacy Notice published on the Squire Patton Boggs website); and (D) assuming the primary responsibility for responding to data subject access requests in relation to personal data that you have shared with us.

We will cooperate with you when reasonably possible to ensure that the required information referred to above is made accessible to the relevant individuals; and we will meet our own obligations to provide information directly to the individuals concerned, such as any customized privacy notice that we may issue to address a specific matter if required by particular circumstances; but in most cases, it would be impossible, or would require disproportionate effort on our part to provide notice directly to all individual third parties that are connected to you when you share their personal data with us. The description of our respective obligations under applicable data protection laws covers our respective obligations to relevant government authorities and to individuals whose personal data we process, but does not create new duties or obligations between us by virtue of these Standard Terms (except as explicitly stated concerning cooperation, your provision of individuals' data to us in compliance with law, and our respective roles as controllers of personal data).

CLIENT AND FIRM DOCUMENTS

We will maintain any documents you furnish to us in our client files for this matter. At the conclusion of the matter (or earlier, if appropriate), it is your obligation to advise us promptly as to which, if any, of the documents in our files you wish us to turn over to you. At your request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and other charges. Your documents will be turned over to you in accordance with ethical requirements and subject to any lien that may be created by law for payment of any outstanding fees and costs. We may keep a copy of your files if you ask us to return or transfer your files. We will retain our own documents and files, including our drafts, notes, internal memos, administrative records, time and expense reports, billing and financial information, accounting records, conflict checks, personnel materials, and work product, such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, and other materials prepared by or for the internal use of our lawyers. All such documents which we retain will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage charges, we have the right to destroy or otherwise dispose of any such documents or other materials retained by us seven (7) years after the termination of the engagement, unless applicable law permits or requires a shorter or longer period for preservation of documents, or unless a different period is specified in a special written agreement signed by both of us.

With regard to any documents containing EU personal data that you transfer to us that we have not previously destroyed as explained above, we will act under your instructions in relation to the timing of the deletion for such data in order to comply with the GDPR storage limitation principle or to assist you in responding to a valid data subject request for the deletion of personal data.

ISO 27001 CERTIFICATION AND DATA SECURITY AND HANDLING

Squire Patton Boggs has adopted a single high quality program for data security and handling. Upon request we will be happy to provide you with the Squire Patton Boggs "Information Security Program Overview" and our latest ISO 27001 Certification. In the event that your review of those documents still leaves questions, we would be happy to arrange a discussion between your IT personnel and ours to answer your questions. With more than 10,000 clients at any one time, we cannot

practically accommodate differing individual client requirements.

EQUALITY AND DIVERSITY

We have a written Equality and Diversity policy to which we seek to adhere at all times in the performance of our services. A copy will be provided to you upon your written request and is available on our website.

DISCLOSURE OF YOUR NAME

We are proud to serve you as legal counsel and hope to share that information with other clients and prospective clients. On occasion, we provide names of current clients in marketing materials and on our Web site. We may include your name on a list of representative clients. We may also prepare lists of representative transactions or other representations, excluding of course any we believe are sensitive. If you prefer that we refrain from using your name and representation in this manner, please advise us in writing.

SQUIRE PATTON BOGGS ATTORNEY/CLIENT PRIVILEGE

If we determine during the course of the representation that it is either necessary or appropriate to consult with our General Counsel, one of our Ethics Lawyers or other specially designated lawyer or outside counsel, we have your consent to do so with the confidentiality of our communications with such counsel protected by an attorney-client privilege which will not be diminished by our representation of you.

SEVERABILITY

In the event that any provision or part of this engagement agreement, including any letters expressly stated to be part of the engagement agreement, should be unenforceable under the law of the controlling jurisdiction, the remainder of this engagement agreement shall remain in force and shall be enforced in accordance with its terms.

PRIMACY

The paramount purpose of the sections "Who is and is not our Client," "Conflicts of Interest," "Public Policy Practice," and "Requesting Legal Services Activates Engagement Terms" is to maximize the freedom of other clients to be represented in any other matter by other Firm lawyers who do not personally represent you, except as explicitly provided in those sections. In the case of language addressing this paramount purpose in other contemporaneous or subsequent documents, such as a consent (waiver) letter for a particular conflict, unless these sections are expressly superseded by explicit reference, they should be read to supplement such language, they are fully effective in case of any duplication, and they take precedence to the fullest extent possible in case of inconsistency to achieve the paramount purpose.

ENTIRE AGREEMENT

This engagement agreement supersedes all other prior and contemporaneous written and oral agreements and understandings between us and contains the entire agreement between us. This engagement agreement may be modified only by a signed written agreement by you and by us. You acknowledge that no promises have been made to you other than those stated in this engagement agreement.

INTERPRETATIONS

This agreement shall be interpreted to effectuate the intention of the Parties to observe all applicable present and future ethical and legal requirements and prohibitions. To the extent that any existing or future legal or ethical requirement or prohibition in any applicable jurisdiction does not allow or otherwise conflicts with any provision of this engagement agreement or service contemplated in it, then it shall not

apply in whole or in part to the extent of such conflict or prohibition. Further, any such provision or service offering shall be deemed modified to the extent necessary to make it valid and consistent with such requirements and prohibitions.

GOVERNING LAW, COURTS AND BAR ASSOCIATIONS

All questions arising under or involving this engagement or concerning rights and duties between us will be governed by the law (excluding choice of law provisions) and decided exclusively by the courts and Bar authorities of the jurisdiction in which the lawyer sending you this engagement agreement has his or her principal office unless another jurisdiction is specified in the letter accompanying these Standard Terms. When another jurisdiction provides that its law or courts or Bar authorities will govern notwithstanding any agreement, that other law may of course control, at least on certain questions.

IN CONCLUSION

We look forward to a mutually satisfying relationship with you. If you have any questions about, or if you do not agree with one or more of these terms and conditions, please communicate with your principal contact at the Firm so that we can try to address your concerns. Your principal contact can recommend changes that will be effective once you receive written notice of approval of any revisions, which, depending on the nature of the request, will be made by a Lawyer in Management and/or an Ethics Lawyer. Thank you.

Global Corporate Trust Services
500 West Cypress Creek Road
Suite 460
Fort Lauderdale, Florida 33309

June 25th, 2024

Trails at Monterey Community Development District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410

Re: Trails at Monterey Community Development District
Capital Improvement/Special Assessment Revenue Bonds, Series 2024

We are pleased to confirm the following fee structure for the above referenced issue:

Acceptance Fee	$2,125.00
Closing Expenses	$125.00 (Est., South Florida Closing)
Annual Trustee, Paying Agent and Registrar Fee	$3,950.00
Ongoing Out-of-Pocket Expenses	7.50% of Annual Fees
Trustee Counsel Fee	$6,250.00 (Estimated)
	$12,450.00 Total

This proposal and the fees detailed herein are subject in all aspects to U.S. Bank's review and acceptance of the final financing documents which set forth our duties and responsibilities. Any unexpected or extraordinary services, duties and/or responsibilities will be reasonably billed in addition to the amounts identified herein. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event this transaction is not finalized, any related out-of-pocket expenses may be billed to you directly. Payment of the fees detailed herein constitutes acceptance of the terms and conditions set forth.

The above fees and expenses would be paid in advance. Thank you for the opportunity to continue to provide our services to the District. Please do not hesitate to contact me at 954.938.2471 if you have any questions or if you need any additional information.

Sincerely,

Robert Hedgecock

Robert Hedgecock
Vice President

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:
To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

fmsbonds
Municipal Bond Specialists

20660 W. Dixie Highway
North Miami Beach, FL 33180

August 20, 2024

Trails at Monterrey Community Development District
c/o Special District Services, Inc.
8785 SW 165th Avenue, Suite # 200
Miami, Florida 33193
Attn: Ms. Nancy Nguyen

Re: Agreement for Underwriter Services & Rule G-17 Disclosure

Dear Ms. Nguyen:

Thank you for the opportunity to work with the Trails at Monterrey Community Development District (the "Issuer") regarding the underwriting of the Issuer's Special Assessment Bonds, Series 2024 and future series of bonds (the "Bonds"). The Issuer and FMSbonds, Inc. ("FMS"), solely in its capacity as underwriter, agree to the proposed terms set forth herein in Attachment I. By executing this letter both parties agree to the terms set forth herein.

FMS's role is limited to act as Underwriter within the Scope of Services set forth herein as Attachment I, and not as a financial advisor or municipal advisor. Any information that FMS has previously provided was solely for discussion purposes in anticipation of being retained as your underwriter. Attachment II, attached hereto, contains the Municipal Securities Rulemaking Board (MSRB) Rule G-17 Disclosure, as set forth in the amended and restated MSRB Notice 2019-20 (November 8, 2019)[1] (the "Notice"). We ask that you provide this letter to the appropriate person at the Issuer.

We look forward to working with you.

Yours truly,

FMSbonds, Inc.

By: _____
Name: Jon Kessler
Title: Executive Director

Agreed to and accepted as of the date first written above:

TRAILS AT MONTERREY COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Title: _____

[1] Interpretive Notice Concerning the Application of MSRB Rule G-17 to underwriters and Underwriters of Municipal Securities (effective March 31, 2021).

ATTACHMENT I

Section 1 **Scope of Services of FMS**: FMS proposes that its duties as Underwriter shall be limited to the following:

1. To provide advice to the Issuer on the structure, timing and terms of the Bonds;
2. To coordinate the financing process;
3. To conduct due diligence;
4. To assist in the preparation of an offering memorandum;
5. To review the assessment methodology and Bond documents;
6. To market and offer Bonds to investors.

Section 2 **Terms and Conditions:**

1. Underwriter Fee ("Underwriting Fee"). FMS shall act as sole lead underwriter. The Underwriting Fee to FMS for acting as Underwriter shall be 1.5% of the par amount of any Bonds issued. The Underwriting Fee shall be due and payable only upon the closing of the Bonds. The Underwriting Fee may be modified pursuant to a bond delegation or award resolution approved by the Board and consented to by the Underwriter.

2. Price and Interest Rates: The offering price and interest rates are expected to be based on recent comparable transactions in the market, if any. FMS and the Issuer will jointly determine the offering price and interest rates immediately prior to the start of the order period, based on market conditions then prevailing.

3. Bond Purchase Agreement. The obligations of the Underwriter and those of the Issuer would be subject to the satisfactory completion of due diligence and to the customary representations, warranties, covenants, conditions, including provisions respecting its termination contained in the form of a bond purchase agreement FMS will prepare and as generally used in connection with the offering of Bonds for this type of transaction.

4. Costs of Issuance. The Issuer shall be responsible for the payment of all expenses relating to the offering, including but not limited to, attorney fees, consultant fees, costs associated with preparing offering documents, if any, the purchase agreement, regulatory fees and filing fees and expenses for qualification under blue sky laws designated by FMS and approved by the Issuer.

5. Assumptions. The proposed terms and statements of intention set forth in this attachment are based on information currently available to FMS about the Issuer and the market for special assessment bonds similar to the Bonds and the assumptions that:

a) the financial condition and history of the project shall be substantially as understood, and the financial information for the relevant and appropriate period ended to be included in the final offering memorandum will not vary materially from those set forth in the material furnished to FMS;

b) no adverse developments shall occur which materially and adversely affect the underlying security and financial condition of the Issuer and the primary landowner and developer;

c) the offering memorandum will comply with all applicable laws and regulations;

d) there will not be any unanticipated substantial delays on the part of the Issuer in completing the transaction; and

e) all conditions of the Underwriter to purchase Bonds will be included in the bond purchase agreement and conditions shall be satisfied or waived, in the sole discretion of the Underwriter.

6. Information. The Issuer agrees to reasonably and actively assist FMS in achieving an underwriting that is satisfactory to FMS and the Issuer. To assist FMS in the underwriting the Issuer will (a) provide and cause the Issuer's staff and its professionals to provide FMS upon request with all information reasonably deemed necessary by FMS to complete the underwritings, included but not limited to, information and evaluations prepared by the Issuer and its advisors and the primary landowner and developer; and (b) otherwise assist FMS in its underwriting efforts.

7. Term of Engagement. The term of our engagement shall commence as of the date the covering letter is executed by the Issuer and continue in full force and effect unless terminated by either party. In event of termination by the Issuer without cause, FMS shall be entitled to recover its reasonable out of pocket expenses incurred up to the date of termination.

8. No Commitment. Notwithstanding the foregoing, nothing herein shall constitute an agreement to provide a firm commitment, underwriting or placement or arrangement of any securities by FMS or its affiliates. Any such commitment, placement or arrangement shall only be made a part of an underwriting agreement or purchase agreement at the time of the sale of the Bonds.

   The engagement contemplated hereby is solely for the benefit of the Issuer and FMS and their respective successors, assigns and representatives and no other person or entity shall acquire or have any right under or by virtue hereof.

   This engagement contains the entire understanding of the parties relating to the transactions contemplated hereby and supersedes all prior agreements, understandings and negotiations with respect thereto.

9. No Financial Advisor. FMS's role is limited to that of an Underwriter and not a financial advisor or municipal advisor.

ATTACHMENT II

MSRB Rule G-17 Disclosure --- The Issuer recognizes that FMSbonds, Inc. will serve as the underwriter (the "Underwriter") and not as a financial advisor or municipal advisor, in connection with the issuance of the bonds relating to this financing (herein, the 'Bonds"). As part of our services as Underwriter, FMSbonds, Inc. may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. Any such advice, if given, will be provided by FMSbonds, Inc. as Underwriter and not as your financial advisor or municipal advisor in this transaction. The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.

Pursuant to the Notice, we are required by the MSRB to advise you that:

- MSRB Rule G-17 requires a broker to deal fairly at all times with both municipal issuers and investors.

- The Underwriter's primary role is to purchase the Bonds in an arm's-length commercial transaction with the Issuer. As such, the Underwriter has financial and other interests that differ from those of the Issuer.

- Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.

- The Underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to use its best efforts to resell the Bonds with purchases at prices that are fair and reasonable.

- The Bonds may be sold into a trust either at the time of issuance or subsequent to issuance. In such instance FMSbonds, Inc., not in its capacity of Underwriter, may participate in such trust arrangement by performing certain administrative roles. Any compensation paid to FMSbonds, Inc. would not be derived from the proceeds of the Bonds or from the revenues pledged thereunder.

The Underwriter will be compensated in accordance with the terms of a bond purchase contract by and between the Underwriter and Issuer. Payment or receipt of the Underwriter's compensation will be contingent on the closing of the transaction. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since an Underwriter may have an incentive to recommend a transaction that is unnecessary or to recommend that the size of a transaction be larger than is necessary. The Issuer acknowledges no such recommendation has been made by the Underwriter.

Please note nothing in this letter is an expressed or an implied commitment by us to provide financing or to place or purchase the Bonds. Any such commitment shall only be set forth in a bond purchase contract or other appropriate form of agreement for the type of transaction undertaken by you.

Further, our participation in any transaction (contemplated herein or otherwise) remains subject to, among other things, the execution of a bond purchase contract (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

FMSbonds, Inc. is acting independently in seeking to act as Underwriter in the transaction contemplated herein and shall not be deemed for any purpose to be acting as an agent, joint venturer or partner of any other principal involved in the proposed financing. FMSbonds, Inc. assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, the purchasers or any other brokers in connection with the transactions contemplated herein or otherwise.

If you or any other representative of the Issuer have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with your own financial, municipal, legal, accounting, tax and other advisors, as applicable, to the extent deemed appropriate.

The MSRB requires that we seek the Issuer's acknowledgement that it has received this letter. We request that the person at the Issuer who has the authority to bind the Issuer (herein, "Authorized Issuer Representative") acknowledge this letter as soon as practicable and by nature of such acknowledgment that such person is not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you in connection with the issuance of the Bonds, and we appreciate the opportunity to assist you in this transaction. Thank you.

FMSbonds, Inc.

By: _____
Name: Jon Kessler
Title: Executive Director