



**QUANTUM PARK OVERLAY
DEPENDENT DISTRICT**

**CITY OF BOYNTON BEACH
REGULAR BOARD MEETING
JANUARY 17, 2019
2:00 P.M.**

Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

www.quantumparkoverlaydd.org

561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
QUANTUM PARK OVERLAY DEPENDENT DISTRICT
Boynton Beach Fire Station No. 5
2080 High Ridge Road
Boynton Beach, Florida 33426
REGULAR BOARD MEETING
January 17, 2019
2:00 p.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
 - 1. December 17, 2018 Regular Board Meeting.....Page 3
- G. Old Business
 - 1. Consider Proposal for Accounting Services – Special Audit.....Page 6
 - 2. Finalization of Settlement Agreement.....Page 21
- H. New Business
- I. Administrative Matters
 - 1. Manager’s Report
 - 2. Attorney’s Report
 - 3. Financial Report.....Page 26
 - 4. Field Report
- J. Board Member Comments
- K. Adjourn

PROOF OF PUBLICATION STATE OF FLORIDA

PUBLIC NOTICE

Before the undersigned authority, personally appeared Suzanne Casey, who on oath, says that he/she is a Legal Advertising Representative of The Palm Beach Post, a daily and Sunday newspaper, published in West Palm Beach and distributed in Palm Beach County, Martin County, and St. Lucie County, Florida; that the attached copy of advertising for a Legal - PublicNotice was published in said newspaper on: first date of Publication 11/01/2018 and last date of Publication 11/01/2018. Affiant further says that the said The Palm Beach Post is a newspaper published in West Palm Beach, in said Palm Beach County, Florida and that the said newspaper has heretofore been continuously published in said Palm Beach County, Florida, daily and Sunday and has been entered as second class mail matter at the post office in West Palm Beach, in said Palm Beach 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 nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

QUANTUM PARK OVERLAY DEPENDENT
DISTRICT
2501 BURNS RD
STE A
PALM BEACH GARDENS, FL 33410-5207

Invoice/Order Number:	0000432776
Ad Cost:	\$271.76
Paid:	\$0.00
Balance Due:	\$271.76

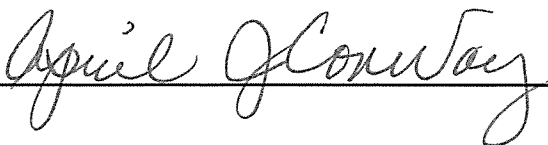
Signed



(Legal Advertising Agent)

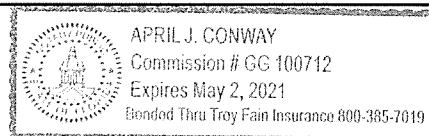
Sworn or affirmed to, and subscribed before me, this 1st day of November, 2018 in Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed



(Notary)

Please see Ad on following page(s).



QUANTUM PARK OVERLAY DEPENDENT
DISTRICT
2501 BURNS RD
STE A
PALM BEACH GARDENS, FL 33410-5207

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QUANTUM PARK OVERLAY
DEPENDENT DISTRICT
FISCAL YEAR 2018/2019
REGULAR MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Quantum Park Overlay Dependent District will hold Regular Meetings at 2:00 p.m. in the Conference Room of Boynton Beach Fire Station No. 5 located at 2080 High Ridge Road, Boynton Beach, Florida 33426, on the following dates:

November 15, 2018
January 17, 2019
February 21, 2019
March 21, 2019
April 18, 2019
May 16, 2019
June 20, 2019
July 18, 2019
August 15, 2019
September 19, 2019

The purpose of the meetings is to conduct any business coming before the Board. The 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 or by contacting the District Manager at (561) 630-4922 and/or toll free at 1-877-737-4922 prior to the date of the particular meeting.

From time to time one or more Supervisors may participate by telephone; therefore, at the location of these meetings there will be a speaker telephone present so that interested persons can attend the meetings at the above location and be fully informed of the discussions taking place either in person or by telephone communication. 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 (561) 630-4922 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.

QUANTUM PARK OVERLAY
DEPENDENT DISTRICT

www.quantumparkoverlaydd.org
11-1/2018

0000432776-01

**QUANTUM PARK OVERLAY DEPENDENT DISTRICT
REGULAR BOARD MEETING
DECEMBER 17, 2018**

A. CALL TO ORDER

Chairman Colin Groff called the December 17, 2018, Regular Board Meeting of the Quantum Park Overlay Dependent District to order at 2:00 p.m. in a Conference Room of the Boynton Beach Fire Station No. 5, 2080 High Ridge Road, Boynton Beach, Florida 33426.

B. PROOF OF PUBLICATION

Proof of publication was presented that notice of the December 17, 2018, Regular Board Meeting had been published in *The Palm Beach Post* on December 9, 2018, as legally required.

C. ESTABLISH A QUORUM

Chairman Groff stated that the attendance of Supervisors Jim Lahiff, Charles Geragi, Grant Horwitz, and Terese Urban constituted a quorum and it was in order for the meeting to proceed.

Also in attendance were: District Managers Peter L. Pimentel, Michael McElligott and Andrew Karmeris of Special District Services, Inc., and Ray Spear of the Grassroots Corporation. Attorney, Sherry Sutphen attended by telephone.

D. ADDITIONS OR DELETIONS TO THE AGENDA

A **motion** was made by Mr. Horwitz, seconded by Mr. Geragi, and passed unanimously to add “Consider Resolution No. 2018-08 – Related to Disposal of Real Property Owned by the District” as Item #2 under Old Business.

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

There were no members of the public present.

F. APPROVAL OF MINUTES

1. November 15, 2018, Regular Board Meeting

Mr. Pimentel presented the minutes of the November 15, 2018, Regular Board Meeting. A **motion** was made by Mr. Horwitz, seconded by Mr. Geragi and passed unanimously to approve the minutes of the November 15, 2018, Regular Board Meeting as presented.

G. OLD BUSINESS

1. Status Report of the Auditor Selection Process

Mr. Pimentel informed the Board that calls were made to the 2 audit firms that previously responded to the District's Request for Proposals for the special audit. Only Terry Morton from Nowlen, Holt & Miner responded and he indicated a proposal would be submitted after the 1st of the year. If received, the proposal will be presented to the Board at the January meeting.

2. Consider Resolution No. 2018-08 – Related to Disposal of Real Property Owned by the District

Ms. Sutphen presented Resolution No. 2018-08, entitled:

RESOLUTION NO. 2018-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE QUANTUM PARK OVERLAY DEPENDENT DISTRICT (DISTRICT) RELATED TO DISPOSAL OF REAL PROPERTY OWNED BY THE DISTRICT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Ms. Sutphen fielded questions from the Board.

A **motion** was made by Mr. Geragi, seconded by Mr. Lahiff and passed unanimously to adopt Resolution No. 2018-08 as presented.

3. Finalization of Settlement Agreement

Ms. Sutphen informed the Board that a revised Settlement Agreement would be brought to the Board at the January meeting to replace the Settlement Agreement that had been approved at the November Board meeting. The revised Agreement will contain a provision which requires maintenance and upkeep language, in compliance with the DRI, to be included in the deed which transfers the south Sand Pine preserve to the Plaintiff.

H. NEW BUSINESS

There was no new business brought before the Board.

I. ADMINISTRATIVE MATTERS

1. Manager's Report

Mr. Pimentel stated that he had nothing further to report.

2. Attorney's Report

Attorney Sutphen stated that the litigation update was covered under the Settlement Agreement item.

Financial Report

Mr. Pimentel referred to the Financial Report contained in the meeting book. Mr. Horwitz asked a question about where the variances are reported. Mr. McElligott answered and explained the report.

4. Field Report

Mr. Spear stated that he had nothing further to report.

J. BOARD MEMBER COMMENTS

There were no comments from Board Members.

K. ADJOURNMENT

There being no further business to come before the Board, Mr. Horwitz **moved** for adjournment at 2:12 p.m., Mr. Geragi seconded and the **motion** carried 5 to 0.

Secretary

Chairperson

Proposal for Accounting Services – Agreed Upon Procedures

Quantum Park Overlay Dependent District

January 17, 2019

Nowlen, Holt & Miner, P.A.



Edward T. Holt, Managing Partner

**515 N. Flagler Drive, Suite 1700
Post Office Box 347
West Palm Beach, FL 33402
Telephone: (561) 659-3060
Fax: (561) 835-0628
eth@nhmcpa.com**



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NOWLEN, HOLT & MINER, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

WEST PALM BEACH OFFICE
NORTHBRIDGE CENTRE
515 N. FLAGLER DRIVE, SUITE 1700
POST OFFICE BOX 347
WEST PALM BEACH, FLORIDA 33402-0347
TELEPHONE (561) 659-3060
FAX (561) 835-0628
WWW.NHMCPA.COM

EVERETT B. NOWLEN (1930-1984), CPA
EDWARD T. HOLT, CPA
WILLIAM B. MINER, RETIRED
ROBERT W. HENDRIX, JR., CPA
JANET R. BARICEVICH, RETIRED, CPA
TERRY L. MORTON, JR., CPA
N. RONALD BENNETT, CVA, ABV, CFF, CPA
ALEXIA G. VARGA, CFE, CPA
EDWARD T. HOLT, JR., PFS, CPA
BRIAN J. BRESCIA, CFP®, CPA

MARK J. BYMASTER, CFE, CPA
RYAN M. SHORE, CFP®, CPA
WEI PAN, CPA
WILLIAM C. KISKER, CPA
RICHARD E. BOTTS, CPA

January 17, 2017

BELLE GLADE OFFICE
333 S.E. 2nd STREET
POST OFFICE BOX 338
BELLE GLADE, FLORIDA 33430-0338
TELEPHONE (561) 996-5612
FAX (561) 996-6248

Quantum Park Overlay
Dependent District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410

Ladies and Gentleman:

Thank you for giving us the opportunity to present our proposal to Accounting Services – Agreed Upon Procedures for the Quantum Park Overlay Dependent District (the “District”) encompassing the expenditures related to the 2008 and 2010 Loan Agreements.

We understand the scope of services requested by the District. We are committed to exceeding the performance specifications outlined and meeting all the District’s time requirements.

Nowlen, Holt & Miner, P.A (“NH&M”) was established in 1961, since that time we have maintained an office in West Palm Beach, Florida. We are a local firm that has a professional staff of twelve people. NHM believes our expansive governmental experience, quality of team members, and emphasis on client satisfaction makes our firm the best qualified to provide audit and accounting services to the District.

Our firm is best qualified to perform the engagement and provide the District with the following added advantages:

- **Governmental Experience** – NH&M has served a remarkable number of South Florida governmental entities for over 50 years. Unlike many other firms, NH&M’s primary focus is governmental entities. Consequently, our team has mastered the elements of the audit and accounting services and is prepared to resolve issues typical to governmental entities such as the District.
- **Communication** – NH&M strives to build strong relationships with our clients. An essential part of this relationship is communication. NH&M has a firm policy to respond to phone calls and/or emails within 24 hours. We encourage clients to call year-round to discuss questions or concerns as they arise. Our team is always prepared to answer questions or discuss audit and accounting services issues at no additional charge.
- **Consulting Services** – NH&M has provided consulting services to governmental entities, non-profit organizations, and small businesses for over 50 years for services such as taxation services, computer consulting, accounting services, or management advisory services. Our team has the experience and capabilities to assist you with such services.


- **Location** – Our location in downtown West Palm Beach will allow us to address and resolve any audit and accounting issues efficiently, effectively and in a timely manner. All of our team members are well-aware of and in tune with the essential needs of South Florida governments. Consequently, our team will be able to anticipate, address and resolve all audit and accounting services issues promptly and expeditiously.
- **Staff Continuity/Professional Qualifications** – We are proud to have high staff retention and minimal turnover. Our engagement team will remain consistent from year-to-year and will include experienced individuals. Such continuity, stability and team work give our employees valuable client and industry-specific knowledge, which in turn, maximizes audit and accounting service efficiency and strengthens our working relationship with the District.
- **Additional Resources** – We are members of CPAmerica International, Inc. an international association of independent accounting firms. For this reason, we can draw from the vast consulting resources of CPAmerica International with more than 200 independent accounting and advisory firms in more than 130 countries around the world (see Appendix A).

Our proposal outlines our qualifications and expertise further. Thank you for giving us the opportunity to present our credentials. We are confident our qualifications make us the ideal firm to fulfill your specific needs and would like to emphasize our desire to serve as the District's consultant. Again, thank you for your consideration, and we look forward to serving as your accounting consultant.

FIRM CONTACT AND INFORMATION

Edward T. Holt, President, 515 N. Flagler Drive, Suite 1700, West Palm Beach, Florida 33401, (561) 659-3060. Mr. Holt is authorized to bind the offeror. This proposal is a firm and irrevocable offer for ninety (90) days. If you have any questions about this proposal, please contact Ed Holt at (561) 659-3060.

Sincerely,



Nowlen, Holt & Miner, P.A.

Accounting Services – Agreed Upon Procedures (AUP) as a Solution

An AUP engagement offers the client greater flexibility than what a traditional audit can provide. It allows the District to specify the procedures to be performed and only pay for those specific procedures. . It should be more suitable than an audit for specific procedures addressing a particular need. The purpose of an audit is for the practitioner to provide an opinion on the financial statements as a whole. The auditor determines the procedures based on Auditing Standards and his professional judgement and there would be significant additional administrative costs relating to the Auditing Standards that do not relate to the procedures performed. By contrast, an AUP meets needs that an audit cannot address. For example, an AUP might cover particular elements of the financial statements (such as accounts receivable or inventory), the requirements of a lease or debt agreement, or the effectiveness of internal controls. Conversely, it could involve something unrelated to the financial statements, such as contractual obligations. The primary benefit of an AUP is that the District can discuss their specific needs with NH&M, and the specific procedures are developed to address the District’s requirements. With an AUP, NH&M will develop specific procedures to address any concerns the District might have related to the expenditures funded by the 2008 and 2010 Loan Agreements

Suggested procedures for the Quantum Park Overlay Dependent District

1. We will obtain the 2008 and 2010 Loan Agreements.
2. We will read the 2008 and 2010 Loan Agreements and document the loan requirements.
3. We will read board minutes and summarize any approvals, authorizations or discussions relating to the 2008 and 2010 Loans and related expenditures.
4. From the documents obtained and discussions with the Board and Management Company we will document the parties performing and the services and any other related parties identified.
5. We will test the 2008 and 2010 loan expenditures for compliance with the items noted in steps 2 and 3 above.
6. While performing step 5 we will identify any related parties that were documented in step 4.
7. Submit a written report detailing the procedures performed along with any exceptions or findings noted.

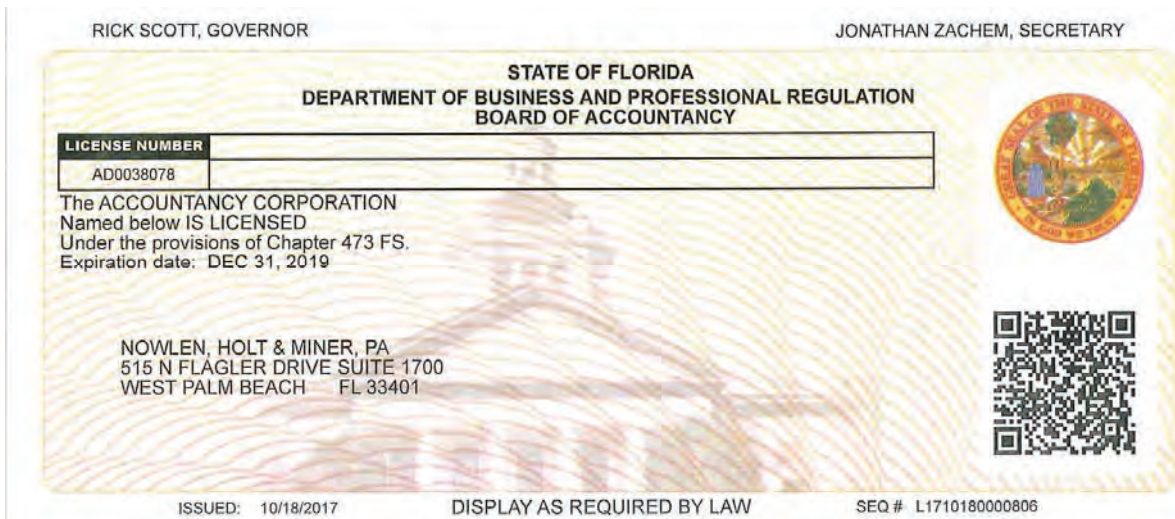
Profile of the Firm

About Nowlen, Holt & Miner, P.A.

NH&M is a local firm of certified public accountants. Established in 1961, we have offices in West Palm Beach and Belle Glade, Florida. We are a full service firm that provides audit, accounting, tax, business valuation, forensic accounting, litigation support and management services. NH&M's philosophy is to combine the knowledge of experienced professionals with the responsiveness and flexibility of a local CPA firm. We have flipped the typical staff "pyramid" where much of the work is performed by partners and managers instead of first year team members.

Licensed to Practice in Florida

NH&M is an entity licensed to practice in Florida. All key team members are Certified Public Accountants, are properly licensed to practice in Florida, and are qualified to perform governmental audits and accounting services. Our firm and all professionals are members in good standing of the American Institute of Certified Public Accountants (AICPA) and the Florida Institute of Certified Public Accountants (FICPA) and comply with the continuing professional education requirements of the AICPA, including those educational requirements established by quality control standards. A copy of NH&M's State of Florida Board of Accountancy Business License is shown below.



Partner, Supervisory, and Staff Qualifications and Experience

Staff Continuity and Longevity

Hiring and retaining highly qualified professionals is at the core of our firm’s business philosophy. We believe staff retention is a crucial factor in increasing efficiency and maintaining high levels of client satisfaction. The following table outlines our staff’s experience and length of employment with the firm.

Professional Staff	Years of Experience in Public	Years of Employment with NH&M
Partners		
Edward T. Holt, CPA	47	47
Robert W. Hendrix, CPA	39	39
Terry L. Morton, CPA	30	30
N. Ronald Bennett, CPA, CFF	30	30
Alexia G. Varga, CPA, CFE	16	16
Brian J. Brescia, CPA, CFP®	15	12
Edward T. Holt, Jr., CPA	13	13
Sub-Total	190	187
Managers		
William C. Kisker, CPA	45	15
Richard Botts, CPA	13	3
Mark J. Bymaster, CPA, CFE	12	12
Sub-Total	70	30
Seniors/Staff		
Ryan Shore, CPA, CFP®	7	6
Wei Pan, CPA	6	6
Sub-Total	13	12
Professional Staff Total	273	229

Accounting Services Team

To provide the District with optimal accounting service, we have assembled a talented accounting services team whose knowledge and experience will be ideal to meet the requirements of the District. All of our team members have more than six years of government auditing and accounting services experience and 100% of our team is a licensed CPA. It is NH&M's policy not to assign first year staff to a new engagement; therefore the District will not have to train their accountant. The proposed engagement team is as follows:

Edward T. Holt, CPA – Engagement Partner, in our West Palm Beach office, oversees responsibility for the engagement team and signing the final reports. Ed has managed the audit and accounting services of over 100 different entities throughout his 47 years of auditing and accounting experience. His diverse experience includes governmental, non-profit, retail and construction industries.

Alexia Varga, CPA, CFE and N. Ronald Bennett, CPA, CFF – Quality Control Review Partners, in our West Palm Beach office, responsible for reviewing the form and content of the workpapers, the agreed upon procedures report, and other documents to ensure firm and industry standards have been met. Alexia and Ron have been with the firm for over 16 years and has extensive experience in auditing governmental entities and providing accounting services. Alexia holds the credential of Certified Fraud Examiner. Ron holds the credential of Certified Financial Forensics.

Terry L. Morton, CPA – Technical Review Partner, in our West Palm Beach office, responsible for assigning personnel, reviewing the agreed upon procedures report and other documentations, maintaining client contact and overall engagement team oversight. Terry has been with the firm for 30 years and received a Certificate of Educational Achievement in both Governmental and Non-Profit Accounting and Auditing from the AICPA.

Mark J. Bymaster, CPA, CFE – Audit Manager, in our West Palm Beach office, responsible for daily client contact, executing and supervising the day-to-day fieldwork during the agreed upon procedures, preparing the report and findings, reviewing the work of senior and staff, and reporting to the partners on the status of the engagement. Mark have over 12 years of experience auditing local governments in Florida including municipalities and special districts. Mark has significant experience providing accounting services such as agreed upon procedures for our governmental clients. Furthermore, Mark also holds the credential of Certified Fraud Examiner.

Senior/Staff Members – If additional team members are necessary we will assign a senior or staff member to work on the District engagement. Senior/Staff members will execute the day-to-day fieldwork during the engagement and will report directly to the audit manager. Any staff members assigned to the District's engagement will be working out of our West Palm Beach office.

Quality of Staff

Staff retention is an important part of NH&M's strategy for increasing efficiency. Because of our firm's low employee turnover rate, the District will see the same team members year-after-year, if needed.

Team members, consultants, and firm specialists will not be changed without the express prior written permission of the District. If staff rotation is necessary, team members will be replaced with someone of comparable skills and experience. However, the District retains the right to approve or reject replacements.

Firm's Ability to Comply with District's Time Requirements

NH&M is able and willing to commit and maintain staffing, both number and level, to successfully conclude the audit examination within the specified time constraints. We believe the most effective way for NH&M to comply with the District's time requirements is by providing quality work. Quality work starts with our team members and is enriched with timeliness. NH&M hires and trains only quality team members. All team members have a thorough understanding of Generally Accepted Auditing Standards. The team members assigned to the engagement will be dedicated to the engagement from inception through the issuance of the report and findings. Terry Morton, Audit Partner, will continually monitor the progress of the engagement in order to ensure timely completion. Terry will be free to meet with the administration and District Board for discussion of the report, or any other material matters that could affect the report findings, as deemed necessary by the District.

Certified Fraud Examiners

Alexia Varga and Mark Bymaster are members of the Association of Certified Fraud Examiners (ACFE) and are Certified Fraud Examiners (CFE). In addition, both Terry L. Morton and N. Ronald Bennett are members of the ACFE. The ACFE is the world's largest organization and premier provider of anti-fraud training and education. The CFE credential denotes proven expertise in fraud prevention, detection and deterrence. CFEs are trained to identify the warning signs and red flags that indicate evidence of fraud and fraud risk. CFEs also help entities, not only by uncovering fraud, but by assisting in implementing processes to prevent fraud from occurring in the first place.

The ACFE's Board of Regents awards this designation only to select professionals who meet a stringent set of criteria, including character, experience, and education. CFEs have a unique set of skills that are not found in any other career field or discipline; the combined knowledge of complex financial transactions with an understanding of methods, law and how to resolve allegations of fraud.

Certified in Financial Forensics

In addition to the ACFE membership, N. Ronald Bennett is Certified in Financial Forensics (CFF). The CFF credential is the mark of excellence in forensic accounting. It identifies those forensic accounting professionals who have the ability to provide sound and reliable forensic accounting services. Those who earn the CFF credential must:

- Be a member in good standing of the AICPA
- Hold a valid CPA certificate or license
- Demonstrate experience in forensic accounting
- Demonstrate a history of continuing education and commitment to lifelong learning

Firm Qualifications and Experience

Experience in Governmental Audits and Accounting Services

Nowlen, Holt & Miner, P.A. has been auditing South Florida governmental entities for over 50 years. Several of our clients have resolved specific accounting issues through Agreed Upon Procedures services. Because NH&M's main focus is governmental auditing and accounting services, our team has an extensive understanding of issues related to government auditing and the accounting requirements.

Federal or State Desk Reviews

NH&M is committed to maintaining the highest level of quality control in our accounting and auditing practice. Our firm has never been involved in disciplinary actions with the State of Florida Board of Accountancy or any other professional organizations. NH&M has not received any comments from a Federal or State desk review, nor has NH&M undergone a field audit in the past three years.

Disciplinary Actions

No disciplinary actions have ever been taken nor are pending against the firm or any of its officers, directors, executives, partners, shareholders, employees, members, or agents by any State regulatory bodies or professional organizations. In the event that any disciplinary actions or complaints arise, we agree to notify the District immediately and submit a written report of all irregularities and illegal actions.

Litigation

Nowlen, Holt & Miner, P.A. has never had any litigation or proceeding where a court or any administration agency has ruled against the firm in any manner related to its professional activities. No current or pending litigation exists.



Experience in Audit and Accounting Services for Governmental Units

Governmental Audits or Accounting Services Performed by Our Team

Below is a list of NH&M's current governmental clients for which we provided auditing services or accounting services. A contact person, and related phone number for each, is also included. We encourage you to contact any of these entities regarding the auditing or accounting services we have provided to their respective organizations.

Engagement	Partner	Term	Client Contact
Belle Glade Housing Authority 1024 NW Avenue L Terrace Belle Glade, FL 33430	Robert Hendrix Terry Morton	1982-Current	Alan Sullivan Executive Director 561-996-2140
City of Belle Glade 110 Dr. Martin Luther King Jr., Blvd West Belle Glade, FL 33430	Robert Hendrix Terry Morton	1977-Current	Diana Hughes Assistant Finance Director 561-996-0100
City of Greenacres 5800 Melaleuca Lane Greenacres, FL 33463	Edward T. Holt Ronald Bennett	2015-Current	James McInnis Finance Director 561-642-2000
Everglades Agricultural Environmental Control District 1555 Palm Beach Lakes Blvd., Suite 1200 West Palm Beach, FL 33401	Edward T. Holt Terry Morton	2016-Current	Charles F. Schoech Administrator 561-655-0620
City of Pahokee 207 Bacom Point Rd. Pahokee, FL 33476	Edward T. Holt Ronald Bennett	1986-Current	Chandler Williamson City Manager 561-924-5534
Jupiter Inlet District 400 N. Delaware Blvd. Jupiter, FL 33458	Edward T. Holt Terry Morton	2004-Current	Michael Grella Executive Director 561-746-2223
High Ridge/ Quantum CDD 2501A Burns Rd. Palm Beach Gardens, FL 33410	Edward T. Holt Terry Morton	2014-Current	Jeff Walker CDD Finance Director 561-630-4922
Marsh Harbour CDD 2501A Burns Rd. Palm Beach Gardens, FL 33410	Edward T. Holt Terry Morton	2014-Current	Jeff Walker CDD Finance Director 561-630-4922
NPB Heights Water Control District 601 Heritage Dr. #130A Jupiter, FL 33458	Edward T. Holt Terry Morton	1988-Current	Lynn McCullough Chairman 561-844-5205
Okeechobee Utility Authority 100 SW 5 th Ave. Okeechobee, FL 34974	Edward T. Holt Terry Morton	2004-Current	George Gall Finance Director 863-763-9460
Palm Beach Plantation CDD 2501A Burns Rd. Palm Beach Gardens, FL 33410	Edward T. Holt Terry Morton	2014-Current	Jeff Walker CDD Finance Director 561-630-4922

Engagement	Partner	Term	Client Contact
Port of Palm Beach One East 11 th St., Suite 600 Riviera Beach, FL 33404	Edward T. Holt Ronald Bennett	2006-Current	Paul Zielinski Chief Financial Officer 561-383-4147
Riverside Park CDD 2501A Burns Rd. Palm Beach Gardens, FL 33410	Edward T. Holt Terry Morton	2014-Current	Jeff Walker CDD Finance Director 561-630-4922
Seacoast Utility Authority 4200 Hood Rd. Palm Beach Gardens, FL 33410	Edward T. Holt Terry Morton	2015-Current	Daniela Russell Chief Financial Officer 561-627-2900
Solid Waste Authority of Palm Beach County 7501 N. Jog Road West Palm Beach, FL 33412	Edward T. Holt Terry Morton	2015-Current	Paul Dumars Chief Financial Officer 561-640-4000
Town of Gulf Stream 100 Sea Rd. Gulf Stream, FL 33483	Edward T. Holt Ronald Bennett	2000-Current	Greg Dunham Town Manager 561-276-5116
Town of Jupiter Inlet Colony 1 Colony Rd. Jupiter Inlet Colony, FL 33469	Edward T. Holt Terry Morton	2004-Current	John Pruitt Town Administrative Officer 561-746-3787
Town of Lake Clarke Shores 1701 Barbados Rd. Lake Clarke Shores, FL 33406	Edward T. Holt Ronald Bennett	2004-Current	Daniel Clark Town Administrator 561-964-1515
Town of Lake Park 535 Park Ave. Lake Park, FL 33403	Edward T. Holt Terry Morton	2007-Current	Lourdes Cariseo Finance Director 561-881-3350
Town of Loxahatchee Groves 155 F Road Loxahatchee Groves, FL 33470	Edward T. Holt Terry Morton	2009-Current	William Underwood Town Manager 561-793-2418
Town of Manalapan 600 South Ocean Blvd. Manalapan, FL 33462	Robert Hendrix Ronald Bennett	2004-Current	Linda Stumpf Town Manager 561-383-2546
Town of Mangonia Park 1755 E. Tiffany Dr. Mangonia Park, FL 33407	Edward T. Holt Terry Morton	2011-Current	Ken Metcalf Town Manager 561-848-1235
Town of Ocean Ridge 6450 N. Ocean Blvd. Ocean Ridge, FL 33435	Edward T. Holt Ronald Bennett	2006-Current	James Titcomb Town Manager 561-732-2635
Town of Palm Beach 360 S. County Rd. Palm Beach, FL 33480	Edward T. Holt Ronald Bennett	2010-Current	Jane Struder Finance Director 561-838-5444
Town of Palm Beach Shores 247 Edwards Lane Palm Beach Shores, FL 33404	Edward T. Holt Terry Morton	2004-Current	Wendy Wells Town Treasurer 561-844-3457
Village of North Palm Beach 501 US Highway 1 North Palm Beach, FL 33408	Edward T. Holt Terry Morton	2005-Current	Samia Janjua Finance Director 561-841-3360

Schedule of Fees – Agreed Upon Procedures

Fees for services will be billed at the quoted hourly rates as follows:

Not to Exceed Amount: **\$7,500**

Classification	Hourly Rates
Partner	\$195
Manager	\$160
Supervisor	\$150
Senior	\$120
Staff	\$110
Other (Para-professional)	\$ 65

Invoices for agreed upon procedure services will be rendered each month as work progresses and are payable upon presentation. In accordance with our firm's policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full.

CPAmerica International, Inc.

As described in the proposal, CPAmerica International is an association of accounting firms with offices and professionals in more than 130 countries around the world. CPAmerica International, in partnership with Crowe Horwath International, provides our firm with access to limitless world-wide accounting and consulting services and expertise. The following pamphlets depict in further detail CPAmerica's mission, services, activities and locations.

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered by and between Secured Holdings, Inc. (referred to herein as “Secured”), Olen Properties Corp. (referred to herein as “Olen”), and Quantum Park Overlay Dependent District (referred to herein as the “District”).

RECITALS

WHEREAS, Olen and Secured filed a lawsuit in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida against the District in Case No.: 50 2015 CA 001721 (AJ) (referred to herein as the “District lawsuit”); and

WHEREAS, Secured filed a lawsuit in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida against the District in Case No.: 50 2015 CA 011695 (AJ) (referred to herein as the “Bert Harris lawsuit”); and

WHEREAS, Secured filed a lawsuit in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida against the District in Case No.: 50 2016 CA 005668 (AA) (referred to herein as the “Easement lawsuit”); and

WHEREAS, Secured, Olen and the District, without admitting any liability with respect to the issues raised in said lawsuits (collectively the “Lawsuits”) wish to resolve their differences and to settle the Lawsuits. Secured, Olen and the District are collectively referred to herein as the “Parties”.

NOW THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties stipulate and agree as follows:

TERMS AND CONDITIONS

- I. **Recitals**: Each of the foregoing Recitals is accurate, correct, and true and each is incorporated herein by this reference.
- II. **Effective Date**: This Agreement will become effective when at least one identical counterpart of this Agreement is executed by each of the Parties and delivered to the other Parties or, alternatively, when this Agreement has been fully executed by all Parties. Such date is called the “Effective Date”.
- III. **Consideration**: In consideration of the covenants contained herein, the Parties, as indicated, agree to do or cause to be done the following:
 - A. **Obligations of the District.**
 1. Within 45 days of the Effective Date, the District shall designate Lot 71, of Quantum Park, which is more particularly described and depicted in **Exhibit**

A attached hereto, as surplus property that is no longer needed for District purposes. Thereafter, within 15 days of said designation, the District shall grant ownership of Lot 71, of Quantum Park, to Olen/Secured by Special Warranty Deed, mutually agreed upon by counsel for the District and Olen/Secured. District warrants that it will comply with its policies related to the transfer of Lot 71 to Olen/Secured. Olen/Secured shall assume all risk for any and all future rezoning and/or development potential of and for Lot 71 and once the Special Warranty Deed has been executed and delivered, Olen/Secured shall in no way expect the District to participate in or be actively involved with any government approvals of any kind with respect to the development of Lot 71 and/or the uses thereof. In the event Olen/Secured is unable to develop Lot 71, such inability shall have no bearing on Olen/Secured's obligations herein and shall in no way enable Olen/Secured to initiate or maintain any litigation or attempt to state a claim against the District related to the same.

2. Within 45 days of the Effective Date, the District shall disclaim any future interest it may have in and to the portion of Quantum Lakes Drive abutting or lying adjacent to Lot 52 within Quantum Park, as more particularly described and depicted in **Exhibit B** attached hereto, in the event same is vacated by the City of Boynton Beach.

B. Obligations of Olen/Secured.

1. Within 10 days of the completion of each of the District's obligations set forth above, Secured, Olen and the District shall file Joint Stipulations and Orders of Dismissal with Prejudice dismissing the Lawsuits filed by Secured, Olen or by both Secured and Olen against the District. Each Joint Stipulation and Order shall contain language that reserves jurisdiction of the Court to enforce the terms of this Settlement Agreement with each party to this Settlement Agreement to bear their own fees and costs incurred in each of the Lawsuits.
2. Within 10 days of the completion of each of the District's obligations set forth above Secured and/or Olen, as applicable shall file Joint Stipulation and Order of Dismissal with Prejudice as to the Defendant, Eugene Gerlica, in the Easement lawsuit. The Joint Stipulation and Order shall contain language that reserves jurisdiction of the Court to enforce the terms of this Settlement Agreement with the Plaintiff and the Defendant, Eugene Gerlica, to bear their own fees and costs incurred in the Easement lawsuit.
3. Upon acceptance of Special Warranty Deed, Olen/Secured shall maintain Lot 71 in accordance with all applicable requirements relating to Sand Pine Preservation under the Development Order approving the Quantum Park DRI until such time as the Sand Pine designation is removed from Lot 71.

C. Joint Obligations of the Parties.

1. Within 5 days of the date of entry of each Order of Dismissal referred to in Article III. B. 1. and in Article III. B. 2. above, the District, Secured and Olen shall sign and exchange separate Mutual Releases of claims which each of the Parties to this Settlement Agreement may have against the others arising out of the Lawsuits except as to the obligations contained in this Agreement. Said Mutual Release shall not release any claims which Secured or Olen have against the individual members of the Board of Supervisors/Board of Directors of the District who were named as defendants in the District lawsuit referred to above or against any entities or persons who are not Parties to this Settlement Agreement.

IV. Miscellaneous: The Parties hereto further agree as follows:

- A. The prior Agreement between the parties approved by the District on November 15, 2018, is superseded by this Agreement and shall have no further force and effect.
- B. This Agreement represents an accord and satisfaction of contested claims and affects the settlement of such claims, all of which are denied and contested, and nothing contained in this Agreement will be construed as an admission by any of the Parties of any liability or wrongdoing in connection with the Lawsuits.
- C. The Parties acknowledge and agree that: (i) each party has had the opportunity to consult with, and has in fact consulted with, such professionals, experts and legal counsel of its choice as such party may have desired with respect to all matters settled and resolved herein, (ii) each party has participated fully in the negotiation and preparation of this Agreement, and (iii) each party has carefully reviewed this Agreement and is entering into same freely and voluntarily, and (iv) each party agrees to bear its own attorney fees and costs incurred in connection with the Lawsuits, in preparation of this Agreement and the future execution of all conditions outlined herein. This Agreement shall not be more strictly construed against any party.
- D. Each party to this Agreement represents and warrants to the others that the execution and delivery of this Agreement and the terms contained herein have been duly approved by each of the parties hereto.
- E. This Agreement shall be construed and governed in accordance with the laws of the State of Florida.
- F. In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed as deleted from this Agreement but such deletion shall not

affect the enforceability of the remaining terms contained in this Agreement, which terms shall remain in full force and effect.

- G. All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.
- H. If the date of the performance of any term, provision or condition of this Agreement shall happen to fall on a Saturday, Sunday or other non-business day (i.e., a day in which banks are closed), the date for the performance of such term, provision or condition shall be extended to the next succeeding business day immediately thereafter occurring.
- I. No delay or failure on the part of any party hereto of the exercise of any right or remedy hereunder shall operate as a waiver thereof, and no single or partial exercise of any right or remedy under this Agreement shall preclude the further exercise of any other right or remedy.
- J. In construing this Agreement, the singular shall be held to include the plural, the plural shall include this singular, and the use of any gender shall include every other and all genders.
- K. All indemnifications, releases, covenants, warranties and representations contained in this Agreement and all documents to be delivered by the parties in connection with the consummation of the transactions to be completed in connection with this Agreement shall survive the consummation of any such transactions.
- L. The parties agree to execute all further instruments and take all such further action that may be reasonably required by any party to fully effectuate the terms and provisions of this Agreement and the transactions contemplated herein.
- M. This Agreement shall be binding on each party's successors and assigns but a right to assign should not be implied by this provision. However, consent to any assignment shall not be unreasonably withheld.
- N. Any notice or notices required or permitted by this Agreement or that shall be given by reason of this Agreement shall be in writing and shall be delivered to the last attorney of record for each of the Parties in the manner and at the address required for service of pleadings and papers, except that electronic mail notices shall be effective only if separately acknowledged by the person to whom the notice is given.
- O. Time is of the essence in the performance of this Agreement.

P. This Agreement constitutes the full and entire agreement and understanding between the parties hereto with respect to the subject matter hereof and there are no agreements, representations or warranties except as specifically set forth herein. All prior discussions, negotiations, letters, demands and writings of any kind are fully merged into this Agreement and are to be construed to be of no further force or effect, it being the intention of the parties that this Agreement shall serve as the sole and entire expression of the Agreement and understanding of the parties hereto.

IN WITNESS WHEREOF, the parties have signed this Agreement on the dates noted opposite their names.

SECURED HOLDINGS, INC.

By: _____ Date: _____

Print Name: _____

Title: _____

OLEN PROPERTIES CORP.

By: _____ Date: _____

Print Name: _____

Title: _____

QUANTUM PARK OVERLAY DEPENDENT DISTRICT

By: _____ Date: _____

Print Name: _____

Title: _____

Quantum Park Overlay
Dependent District

**Financial Report For
December 2018**

**QUANTUM PARK OVERLAY DEPENDENT DISTRICT
MONTHLY FINANCIAL REPORT
DECEMBER 2018**

	Annual Budget 10/1/18 - 9/30/19	Actual Dec-18	Year To Date Actual 10/1/18 - 12/31/18
REVENUES			
O & M ASSESSMENTS	409,928	302,340	333,503
DEBT ASSESSMENTS (2008 LOAN)	101,973	75,217	82,970
DEBT ASSESSMENTS (2010 LOAN)	285,406	210,539	232,239
OTHER REVENUES	0	0	0
INTEREST INCOME	720	0	108
TOTAL REVENUES	\$ 798,027	\$ 588,096	\$ 648,820
EXPENDITURES			
ENGINEERING/GENERAL SERVICES	0	0	0
ENGINEERING/PERMITS	2,000	0	0
ENGINEERING - EXTRAORDINARY	0	0	1,800
MAINTENANCE MANAGEMENT	54,000	4,500	13,500
MAINTENANCE RESERVE	100,000	4,071	29,824
SUPERVISORS FEES	2,400	0	0
PAYROLL TAXES - EMPLOYER	192	0	0
MANAGEMENT	49,056	4,088	12,264
LEGAL - GENERAL	55,000	0	0
LEGAL - LITIGATION & EXPENSES	90,000	0	0
ASSESSMENT ROLL	7,500	0	0
AUDIT FEES	3,800	0	0
INSURANCE	13,129	0	11,250
LEGAL ADVERTISING	2,000	206	1,285
MISCELLANEOUS	3,000	814	854
POSTAGE	800	56	112
OFFICE SUPPLIES	1,500	179	467
DUES & SUBSCRIPTIONS	175	0	175
WEBSITE MANAGEMENT	1,500	125	375
APPRAISAL FEE	0	0	0
CONTINGENCY	0	0	0
DISTRICT IMPROVEMENTS	0	0	0
		0	0
TOTAL EXPENDITURES	\$ 386,052	\$ 14,039	\$ 71,906
REVENUES LESS EXPENDITURES	\$ 411,975	\$ 574,057	\$ 576,914
2008 LOAN PAYMENTS	(95,855)	(74,155)	(82,381)
2010 LOAN PAYMENTS	(268,282)	(207,062)	(230,086)
BALANCE	\$ 47,838	\$ 292,840	\$ 264,447
COUNTY APPRAISER & TAX COLLECTOR FEE	(15,946)	(5,646)	(7,348)
DISCOUNTS FOR EARLY PAYMENTS	(31,892)	(23,512)	(25,946)
EXCESS/ (SHORTFALL)	\$ -	\$ 263,682	\$ 231,153
CARRYOVER FROM PRIOR YEAR	0		
NET EXCESS/ (SHORTFALL)	\$ -	\$ 263,682	\$ 231,153

Total Fund Balance As Of 12/31/18	\$ 930,324.75
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Bank Balance As Of 11/30/18	\$ 450,046.24	2008 Loan Bank Account Recap	
Funds Received: 12/1/18 - 12/31/18	\$ 558,938.44	Bank Balance As Of 11/30/18	\$ 23,120.45
Disbursements: 12/1/18 - 12/31/18	\$ 60,540.39	Activity: 12/1/18 - 12/31/18	\$ 7,367.15
Bank Balance As Of 12/31/18	\$ 948,444.29	Bank Balance As Of 12/31/18	\$ 30,487.60
Accounts Payable As Of 12/31/18	\$ 299,873.77	2010 Debt Loan Account Recap	
Permit Review Fees As Of 12/31/18	\$ 14,273.78	Bank Balance As Of 11/30/18	\$ 243,611.91
Accounts Receivable As Of 12/31/18	\$ 1,307.50	Activity: 12/1/18 - 12/31/18	\$ 20,621.00
Operating Account Balance As Of 12/31/18	\$ 635,604.24	Bank Balance As Of 12/31/18	\$ 264,232.91

**Quantum Park Overlay Dependent District
Expenditures
October through December 2018**

	<u>Date</u>	<u>Invoice #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
Expenditures					
511.311 · Management Fees					
	10/31/2018	2018-2573	Special District Services, Inc	Management Fee Oct 2018	4,088.00
	11/30/2018	2017-2753	Special District Services, Inc	Management Fees Nov 2018	4,088.00
	12/31/2018	2018-3250	Special District Services, Inc	Management Fees Dec 2018	4,088.00
Total 511.311 · Management Fees					<u>12,264.00</u>
511.314 · Maintenance Management					
	10/31/2018	2018-2573	Special District Services, Inc	Management Fee-Field Maintenance Oct 2018	4,500.00
	11/30/2018	2017-2753	Special District Services, Inc	Management Fee-Field Maintenance Nov 2018	4,500.00
	12/31/2018	2018-3250	Special District Services, Inc	Management Fee-Field Maintenance Dec 2018	4,500.00
Total 511.314 · Maintenance Management					<u>13,500.00</u>
511.450 · Insurance					
	10/01/2018	8063	Egis Insurance & Risk Advisors	Invoice #8063 Renew Policy #100118055 10/1/18-10/1/19	11,250.00
Total 511.450 · Insurance					<u>11,250.00</u>
511.480 · Legal Advertisements					
	10/08/2018	I00427996-10082018	PBN	Invoice #I00427996-10082018 RFP for Annual Audit Services	275.20
	10/10/2018	I00428895-101028	PBN	Invoice #I00428895-101028 Notice of LO Mtg	426.56
	10/11/2018	i0000353326-1011	ALM Media LLC	invoice #I0000353326-1011 Notice of Reg Board Mtg	104.81
	11/08/2018	I00432776-11022018	PBN	Invoice # I00432776-11022018 FY 18/19 Reg Mtg Schedule	271.76
	12/16/2018	I00440862-12092018	PBN	Invoice #I00440862-12092018 Notice of Reg Board Mtg	206.40
Total 511.480 · Legal Advertisements					<u>1,284.73</u>
511.512 · Miscellaneous					
	10/31/2018	2018-2573	Special District Services, Inc	Document Storage Sept 2018	12.66
	11/30/2018	2017-2753	Special District Services, Inc	Document Storage Oct 2018	12.66
	11/30/2018	2017-2753	Special District Services, Inc	Conference Calls Oct 2018	14.48
	12/04/2018	320588-01	Stewart Title Company	Invoice #320588-01 Commercial Search/3 Parcels	750.00
	12/31/2018	2018-3250	Special District Services, Inc	Document Storage Nov 2018	12.66
	12/31/2018	2018-3250	Special District Services, Inc	Travel Nov 2018	51.67
Total 511.512 · Miscellaneous					<u>854.13</u>
511.513 · Postage and Delivery					
	10/31/2018	2018-2573	Special District Services, Inc	Postage Sept 2018	18.16
	11/30/2018	2017-2753	Special District Services, Inc	FedEx Charges Oct 2018	33.36
	11/30/2018	2017-2753	Special District Services, Inc	Postage Charges Oct 2018	5.17
	12/31/2018	2018-3250	Special District Services, Inc	FedEx Charges Nov 2018	50.62
	12/31/2018	2018-3250	Special District Services, Inc	Postage Charges Nov 2018	5.17
Total 511.513 · Postage and Delivery					<u>112.48</u>
511.514 · Office Supplies					
	10/31/2018	2018-2573	Special District Services, Inc	Copier Charges Sept 2018	77.85
	10/31/2018	2018-2573	Special District Services, Inc	Meeting Books Sept 2018	32.00
	11/30/2018	2017-2753	Special District Services, Inc	Chargeback for Notary Oct 2018	13.34
	11/30/2018	2017-2753	Special District Services, Inc	Copier Charges Oct 2018	133.05
	11/30/2018	2017-2753	Special District Services, Inc	Meeting Books Oct 2018	32.00
	12/31/2018	2018-3250	Special District Services, Inc	Copier Charges Nov 2018	58.80

**Quantum Park Overlay Dependent District
Expenditures
October through December 2018**

	<u>Date</u>	<u>Invoice #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
	12/31/2018	2018-3250	Special District Services, Inc	Meeting Books Nov 2018	120.00
Total 511.514 · Office Supplies					467.04
511.516 · Website Management Fee					
	10/31/2018	2018-2573	Special District Services, Inc	Website Management Oct 2018	125.00
	11/30/2018	2017-2753	Special District Services, Inc	Website Management Fees Nov 2018	125.00
	12/31/2018	2018-3250	Special District Services, Inc	Website Management Fees Dec 2018	125.00
Total 511.516 · Website Management Fee					375.00
511.540 · Dues, License & Subscriptions					
	10/01/2018	72530	Department of Economic Opportunity	Invoice #72530 FY 2018/2019 Special District Fee	175.00
Total 511.540 · Dues, License & Subscriptions					175.00
512.325 · Engineering - Extraordinary					
	11/26/2018	1427	Higgins Engineering, Inc	Inv# 1427 Engineering Services for 10.16.18-11.15.18	1,800.00
Total 512.325 · Engineering - Extraordinary					1,800.00
512.500 · Maintenance Reserve					
	10/01/2018	1810311	American Ecosystems, Inc.	Invoice #1810311 Water Treatment Management	1,750.00
	10/01/2018	19740	Michael R. Briggs	Invoice #19740 Monthly Service of Irrigation for Oct 2018	500.00
	10/01/2018	12763	BG Katz Property Maint	Invoice #12763 Landscape Maint for October 2018	2,340.00
	10/04/2018	19781	Michael R. Briggs	Invoice #19781 Replace Time Clock #3	926.06
	10/18/2018	20666-65163	FPL	Account #20666-65163 for 09/19//2018 to 10/18/2018	43.93
	10/23/2018	19801	Michael R. Briggs	Invoice #19801 Materials fore Oct Monthly Irrigation Services	168.65
	10/25/2018	144050	Hoover Pumping Systems, Inc.	Invoice #144050 Pump Repair	1,504.98
	11/01/2018	1811295	American Ecosystems, Inc.	Invoice #1811295 Water Treatment Management Nov 2018	1,750.00
	11/01/2018	19912	Michael R. Briggs	Invoice #19912 Monthly Irrigation Services Nov 18	500.00
	11/01/2018	12783	BG Katz Property Maint	Invoice #12783 Landscape Maint Nov 2018	2,340.00
	11/05/2018	12295-88460	FPL	Account #12295-88460 for 10.05.18 to 11.05.18	23.88
	11/05/2018	70939-87357	FPL	Account #70939-87357 for 10.05.18 to 11.05.18	41.40
	11/05/2018	95592-61418	FPL	Account #95592-61418 for 10.05.18 to 11.05.18	325.18
	11/06/2018	19946	Michael R. Briggs	Invoice #19946 Flow Meter Certification per SF Water Management District	550.00
	11/06/2018	10299	Sullivan Electric & Pump, Inc	Replace Existing Part Wind Motor Starters w/Electric Soft Start w/Door Kit Operate...	3,702.96
	11/06/2018	10298	Sullivan Electric & Pump, Inc	Invoice #10298 Replace Electric Motor	8,736.99
	11/07/2018	19864	Michael R. Briggs	Invoice #19864 Review Irrigation Plans/Onsite Locations 10.18.18-11.7.18	357.50
	11/16/2018	20666-65163	FPL	Account #20666-65163 for 10.18.18-11.16.18	44.32
	11/27/2018	20041	Michael R. Briggs	Invoice #20041 Materials for Nov Monthly Irrigation Service	147.70
	12/01/2018	12801	BG Katz Property Maint	Invoice #12801 Landscape Maint Dec 2018	2,340.00
	12/03/2018	20079	Michael R. Briggs	Invoice #20079 Monthly Irrigation Service Dec 2018	500.00
	12/03/2018	19958	Michael R. Briggs	Invoice #19958 Review Irrigation Plans and Onsite Locations 11.7.18-12.03.18	435.30
	12/05/2018	12295-88460	FPL	Acct #12295-88460 Billing for 11.05.18-12.05.2018	25.07
	12/05/2018	70939-87357	FPL	Acct #70939-87357 Billing for 11.05.18-12.05.2018	39.47
	12/05/2018	95592-61418	FPL	Acct #95592-61418 Billing for 11.05.18-12.05.2018	484.11
	12/05/2018	20100	Michael R. Briggs	Review Irrigation Plans/Perform Line Locates as Needed 12.04.18-12.19.18	178.75
	12/13/2018	20150	Michael R. Briggs	Invoice #20150 Materials for December's Monthly Irrigation Service	20.95
	12/18/2018	20666-65163	FPL	Acct # 20666-65163 Billing for 11.16.18-12.18.2018	47.00
Total 512.500 · Maintenance Reserve					29,824.20

**Quantum Park Overlay Dependent District
Expenditures
October through December 2018**

Total Expenditures	<u>Date</u>	<u>Invoice #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
					<u>71,906.58</u>

The current balance of the 2008 Quantum Overlay Loan is \$415,765.21 – loan matures In May 2023
The current balance of the 2010 Quantum Overlay Loan is \$511,316.00 – loan matures In November 2020