### ANABELLE ISLAND

Community Development District SEPTEMBER 17, 2025



Anabelle Island Community Development District 475 West Town Place Suite 114 St. Augustine, Florida 32092

September 9, 2025

Board of Supervisors Anabelle Island Community Development District

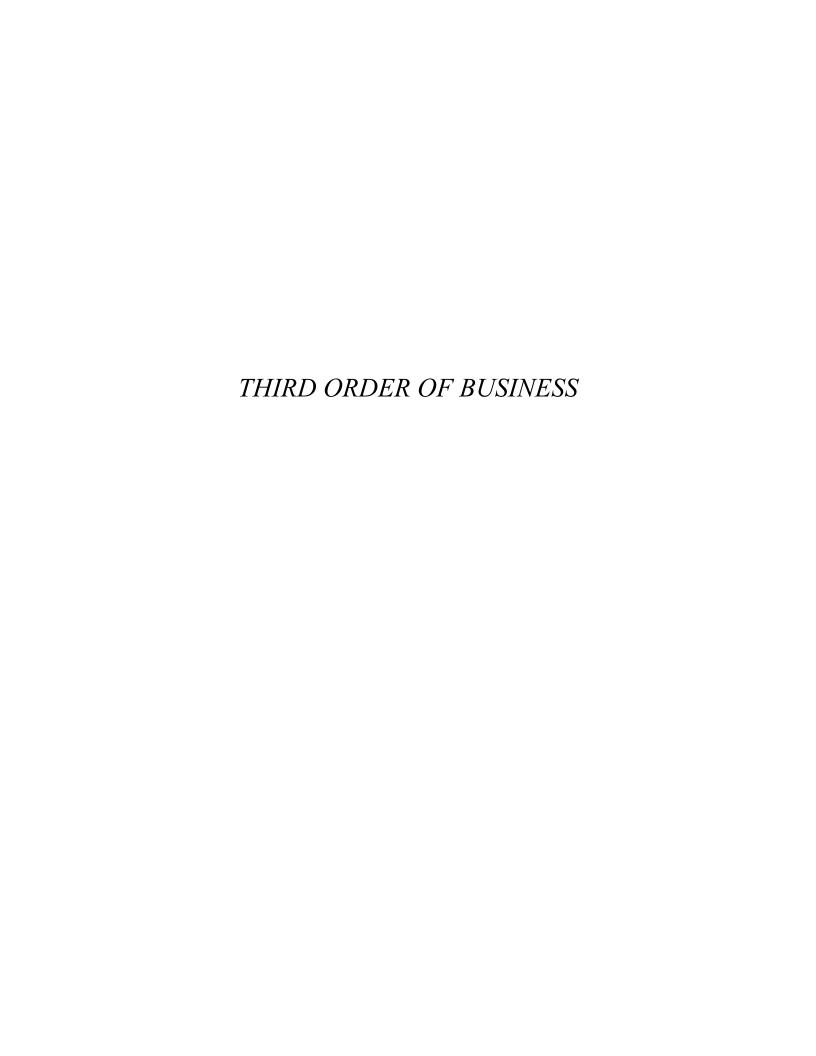
Dear Board Members:

The meeting of the Board of Supervisors of the Anabelle Island Community Development District will be held on **Wednesday**, **September 17**, **2025 at 2:00 p.m.** at the Plantation Oaks Amenity Center, 845 Oakleaf Plantation Parkway, Orange Park, Florida 32065.

Following is the agenda for the meeting:

- I. Roll Call
- II. Audience Comments (regarding agenda items listed below)
- III. Consideration of Minutes of the August 20, 2025 Meeting
- IV. Consideration of Proposal from United Land Services for Mulch Installation
- V. Discussion of Fences Installed within a CDD Easement (Lots 51, 52, 61, 62, 103, 104, 141, 150, 161, 162, 205, 206, 88, 89, 151)
- VI. Consideration of Items Related to Amended and Restated Rules of Procedure and Encroachment Policy
  - A. Memo Regarding Recent Statutory Changes
  - B. Redline Amended and Restated Rules of Procedure
  - C. Resolution 2025-11, Ratifying Actions to Set a Public Hearing Date to Adopt an Easement Encroachment Policy, Rates and the Amended and Restated Rules of Procedure
- VII. Staff Reports
  - A. Attorney
  - B. Engineer Discussion of Underdrain Project

- C. Manager
- D. Operations Manager
- VIII. Supervisors Requests
  - IX. Audience Comments
  - X. Financial Statements as of August 31, 2025
  - XI. Check Register
- XII. Ratification of Funding Request No. 28
- XIII. Next Scheduled Meeting Wednesday October 15, 2025 @ 2:00 p.m.
- XIV. Adjournment



# MINUTES OF MEETING ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Anabelle Island Community Development District was held on Wednesday, **August 20, 2025,** at 2:00 p.m. at Plantation Oaks Amenity Center, 845 Oakleaf Plantation Parkway, Orange Park, Florida.

Present and constituting a quorum:

Darren Gowens Chairman

Sarah Milner Vice Chairperson Rose Bock Assistant Secretary

Also present were:

Marilee Giles District Manager, GMS

Chris Loy District Counsel, Kilinski Van Wyk
David Taylor *by phone* District Engineer, Live Oak Engineering

Freddie Oca GMS

#### FIRST ORDER OF BUSINESS Roll Call

Ms. Giles called the meeting to order at 2:00 p.m. Three Board members were in attendance constituting a quorum.

#### SECOND ORDER OF BUSINESS Audience Comments

Ms. Giles opened the public comment period for agenda items only. There being no public comments, the next item followed.

# THIRD ORDER OF BUSINESS Consideration of Minutes of the July 16, 2025, Meeting

Ms. Giles presented the minutes from the July 16, 2025, meeting and asked for any comments, corrections, or changes. The Board had no changes to the minutes.

On MOTION by Mr. Gowens, seconded by Ms. Bock, with all in favor, the Minutes of the July 16, 2025, Meeting were approved.

#### FOURTH ORDER OF BUSINESS

# Consideration of Resolution 2025-09, Easement Encroachment Policy

Mr. Loy presented Resolution 2025-09 on page 13 of the agenda package. He stated there were fences built on CDD property and some were built on drainage easements. He added this easement allows residents to submit an application to the District Manager if they need access to the easement. The District Manager will then send it to the engineer who will approve or disapprove the request. If it is approved, the agreement allows for District staff to remove the fence if it is necessary for construction access. He noted some Districts require an application fee and one is currently advertised for \$500. He added if they would like to have a fee, it would require a public hearing.

Ms. Milner asked if this will be before the HOA for approval. Mr. Loy stated it would not matter which order the resident chooses, however the resident will need approval from all parties before they are allowed to start the construction.

Ms. Milner asked if residents know when they are in an easement. Mr. Loy stated if they go to the HOA and say they want to put up a fence, the HOA should know if they are in an easement and will let the resident know.

Ms. Bock stated they need to advertise when residents are on easements when they are selling the homes. Mr. Taylor stated the easements should be clearly stated when residents buy the homes.

Mr. Loy asked the Board if they would like to have an application fee. The Board decided to have a fee that only covers the costs of the application. Mr. Loy stated they will have to advertise a specific number and suggested to advertise it at \$300 and the Board can lower it at the public hearing in October.

On MOTION by Mr. Gowens, seconded by Ms. Milner, with all in favor, Resolution 2025-09 Easement Encroachment Policy, was approved.

#### FIFTH ORDER OF BUSINESS

## Discussion of Fence Installed within a CDD Easement

#### A. Lot 34, 2609 Windsor Lakes Way

Ms. Giles stated Lots 34 & 35 are requesting to have a fence installed and they have already been approved.

Mr. Loy stated he would suggest a variance agreement with these homeowners that ensures the homeowners are fully responsible for the installation, maintenance, and improvements for the fence. He noted the permission given to the homeowner is revocable at any time. He added they suggest authorizing staff to approach the homeowners with this agreement.

Ms. Milner asked if this easement is for access or drainage. Mr. Loy stated it is for both.

Mr. Taylor stated there is a storm pipe underground in this area that may need to be repaired in the future and the residents cannot stick fence posts to where it will damage the storm pipe. He added these fences need to be off the ground. He noted there are other access points where this fence will not affect District staff's access points.

#### B. Lot 35, 2603 Windsor Lakes Way

On MOTION by Mr. Gowens, seconded by Ms. Milner, with all in favor, Authorizing Staff to Send a License Agreement to 2609 Windsor Lakes Way and 2603 Windsor Lakes Way, was approved.

#### SIXTH ORDER OF BUSINESS

# **Consideration of Request to Install Fence Within a CDD Easement**

Ms. Giles stated when the homeowner submitted her request, the HOA had just began getting involved. The homeowner wishes for the fence to be all the way back of her property, encroaching on the maintenance easement, which the neighbors were given approval previously for the same thing. On the first submission, the HOA told her that she needed to move the fence 15 feet up, however if she did, her fence would not line up with her neighbors.

Mr. Loy noted there was a drainage easement and this is why they what it 15 feet up.

Ms. Milner stated because all of her neighbors have their fences, it would be unfair for the one fence to not be in line with the others and believes they should approve her request. Mr. Gowens stated her request was reasonable and he would be fine with allowing the easement as

long as they maintain the fence. He added they need to add the language where the resident must maintain the UDE in the fence.

On MOTION by Mr. Gowens, seconded by Ms. Milner, with all in favor, the Request to Install a Fence Within a CDD Easement at Lot 145, 2865 Monroe Lakes Terrace, was approved.

#### **SEVENTH ORDER OF BUSINESS**

### Ratification of Grants of Permanent Easement

#### A. Tract 63 and Tract 84

Ms. Giles reminded the Board in their July meeting they had approved the grant for these easements. Mr. Taylor stated these are for the construction, installation and maintenance for the traffic signals.

On MOTION by Mr. Gowens, seconded by Ms. Milner, with all in favor, the Grants of Permanent Easement at Tracts 63 & 84, were ratified.

#### EIGHTH ORDER OF BUSINESS

**Public Hearing Adopting the Budget for Fiscal Year 2026** 

Ms. Giles asked for a motion to open the public hearing.

On MOTION by Mr. Gowens, seconded by Ms. Bock, with all in favor, Opening the Public Hearing, was approved.

Ms. Giles asked if there were any public comments on the budget. Hearing none, Ms. Giles asked for a motion to close the public hearing.

On MOTION by Mr. Gowens, seconded by Ms. Bock, with all in favor, Closing the Public Hearing, was approved.

# A. Consideration of Resolution 2025-07, Relating to the Annual Appropriations and Adopting the Budget for Fiscal Year 2026

Mr. Loy presented the resolution to the Board. He stated the budget adoption must occur before October 1, 2025. He added the proposed budget was listed as "Exhibit A" in the agenda

package which discusses all revenues that the District is going to take in and then appropriated that money out of the general fund.

On MOTION by Mr. Gowens, seconded by Ms. Milner, with all in favor, Resolution 2025-07, Relating to the Annual Appropriations and Adopting the Budget for Fiscal Year 2026, was approved.

# B. Consideration of Resolution 2025-08, Imposing Special Assessments and Certifying an Assessment Roll for Fiscal Year 2026

Mr. Loy presented the resolution to the Board. He stated this resolution will certify an assessment roll and enforce the method of collection. He added the budget is funded through the collection of special assessments. He noted there was no overall increase in the budget.

On MOTION by Mr. Gowens, seconded by Ms. Milner, with all in favor, Resolution 2025-08, Imposing Special Assessments and Certifying an Assessment Roll for Fiscal Year 2026, was approved.

#### NINTH ORDER OF BUSINESS

#### **Staff Reports**

#### A. Attorney

Mr. Loy reminded the Board of the four hours of ethics training that is due by the end of the year.

#### B. Engineer

#### 1. Public Facilities Report

Mr. Taylor reviewed the Public Facilities Report. He stated this report identifies all of the land and the facilities that the CDD owns. He noted there was no planned facility expansions in the next 10 years.

On MOTION by Mr. Gowens, seconded by Ms. Bock, with all in favor, the Public Facilities Report, was approved.

#### C. Manager

#### 1. Discussion of Fiscal Year 2026 Meeting Schedule

Ms. Giles asked for any changes on the FY 26 meeting schedule. Hearing no changes to the schedule, she asked for a motion to approve.

On MOTION by Mr. Gowens, seconded by Ms. Milner, with all in favor, the Fiscal Year 2026 Meeting Schedule, was approved.

#### 2. Goals and Objectives

Ms. Giles stated the Board is required to approve a set of goals and objectives each year. She added staff has put together a set of goals and objectives, all of which are easily accomplishable by the District.

On MOTION by Mr. Gowens, seconded by Ms. Bock, with all in favor, the Goals and Objectives, were approved.

# 3. Consideration of Resolution 2025-10, Authorizing Investment of Funds in the Local Government Surplus Funds Trust Fund (SBA-State Board Account)

Ms. Giles presented the resolution to the Board. She stated the District opened an SBA account for the purposed of transferring funds to earn interest. It is currently held at a growing 4.5% interest, and the money from this account is used to pay monthly bills. She noted they have made \$398 in interest so far.

On MOTION by Mr. Gowens, seconded by Ms. Bock, with all in favor, Resolution 2025-10, Authorizing Investment of Funds in the Local Government Surplus Funds Trust Fund, was approved.

#### D. Operations Manager

Mr. Oca reviewed the Operations Manager report. He stated one of the boards went out for the card access system, and because of this the pool was shut down for a time; however the issue is fixed, and the pool is back open. He noted the motor at the pool was smoking on Friday, but the company is closed on the weekend. The company plans to come fix the motor first thing on Monday morning. He added since adding reflectors on the median that faces Russell, someone else has hit it, and he plans of fixing that this week.

Mr. Oca provided a map of the approved maps to the Board. He stated lots 34 and 35 are fine because they are in a conservation, however the others are not, which means access for the District is lost.

The Board directed staff to send letters to lots 51, 52, 161, 162, 88, 89, 205, 206, and 86 informing them to keep their fences back 10 feet from the UDE.

#### TENTH ORDER OF BUSINESS Supervisors' Requests

Ms. Milner stated she does not believe the HOA is watching peoples fences closely and believes there are many residents who are in violation of the fence privacy rules.

#### **ELEVENTH ORDER OF BUSINESS**Audience Comments

Julie Wagner – asked if there was an update on the mailbox covering. The Board stated they are waiting on the permits. She then asked if there are pest control specialists that spray the dog park for fleas. The Board stated they will find this out.

#### TWELFTH ORDER OF BUSINESS Ratification of Funding Request No. 26

Ms. Giles presented funding request #26 for \$22,449.94. She noted the invoices are directly behind the request.

On MOTION by Mr. Gowens, seconded by Ms. Milner, with all in favor, Funding Request No.26, was ratified.

#### THIRTEENTH ORDER OF BUSINESS Ratification of Funding Request No. 27

Ms. Giles presented funding request #27. She asked for a motion to ratify.

On MOTION by Mr. Gowens, seconded by Ms. Milner, with all in favor, Funding Request No.27, was ratified.

#### FOURTEENTH ORDER OF BUSINESS Financial Statements as of July 31, 2025

Ms. Giles presented financial statements as of July 31, 2025.

#### FIFTEENTH ORDER OF BUSINESS Check Register

Ms. Giles presented the check register for \$16,105.61. She asked for any questions or comments.

On MOTION by Mr. Gowens, seconded by Ms. Milner, with all in favor, the Check Register, was approved.

### SIXTEENTH ORDER OF BUSINESS

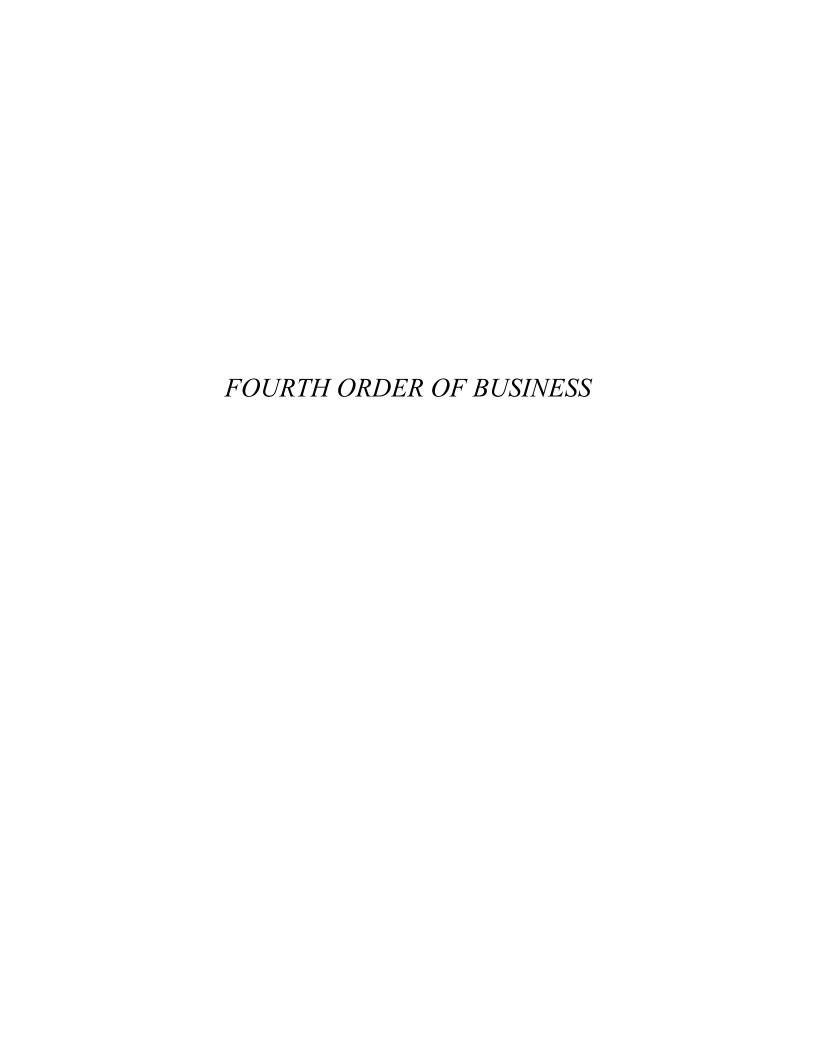
Next Scheduled Meeting – Wednesday, September 17, 2025 @ 2:00 p.m.

Ms. Giles noted the next meeting is scheduled for September 17, 2025, at this location at 2:00 p.m.

### SEVENTEENTH ORDER OF BUSINESS Adjournment

On MOTION by Mr. Gowens, seconded by Ms. Milner, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary	Chairman/Vice Chairman





### **Proposal #184766**

Date: 8/21/2025 Ed Thompson

	S			

Governmental Management Service

#### **Property:**

Anabelle Island CDD Landscape Maintenance 2024 (JXM) 2409 Dallas Crk Ln Green Cove Springs, FL 32043

PROJECT TOTAL:

### Windsor buffer tree replacement

Deliver and install 2x 30 gallon oak trees in buffer swale. located at the end of Road. tree do not have irrigation.

Proposal valid for 30 days. as of 8/21/25

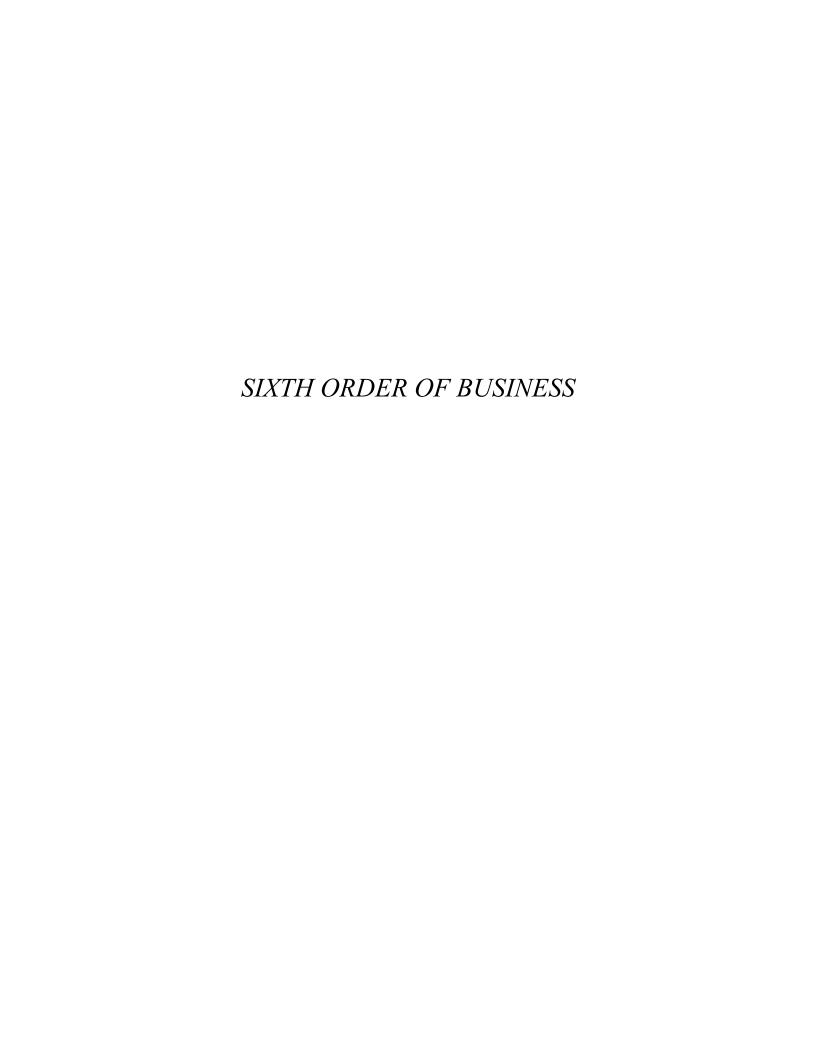
Oak tree Plantings			\$1,077.56
	Quantity	Price/Unit	Price
Property Improvements			\$1,077.56
Oak Live 30g (2") Nursery Item	2.00	\$400.00	\$800.00
Labor - JAX Enhancements	4.00	\$69.39	\$277.56

#### **Terms & Conditions**

Ву		Ву		
	Ed Thompson			
Date	8/21/2025	Date		
	United Land Services	Anabelle Island CDD Landso Maintenance 2024 (JXM)		

\$1,077.56





A.



#### MEMORANDUM

To: Board of Supervisors; District Staff

From: Kilinski | Van Wyk PLLC

Date: September 1, 2025

Re: Updated Provisions of the District's Rules of Procedure

Please find attached to this memorandum an updated version of the previously adopted Rules of Procedure ("Rules"). Revisions were made to maintain consistency between the Rules and current Florida law, including statutory changes adopted in the 2025 Legislative Session, as well as to facilitate greater efficiency in the operation of the District. An explanation of each material change to the Rules is provided below. Minor formatting or proofreading changes are not summarized. Should you have any questions regarding the revisions to the Rules, please do not hesitate to contact your KVW attorney.

#### **Business Hours**

Language was added to Rules 1.0(3) and 3.11(1)(d) to clarify that the normal business hours of the District are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

#### Public Meetings, Hearings, and Workshops

Language was added to Rule 1.3(1)(d) to provide an earlier deadline for individuals to request accommodations for meeting participation. An individual requiring special accommodations to participate in the meeting, hearing, or workshop must contact the office of the District Manager at least three (3) business days prior to the scheduled meeting, hearing, or workshop.

Language was added to Rule 1.3(3) to provide examples of what may constitute "good cause" to amend a meeting agenda.

Language was added to Rule 1.3(6) to require that the notice for an emergency meeting include the specific reasons for the emergency meeting.

#### **Notice of Rule Development**

Rule 2.0(2) was revised to reflect the recent legislative change requiring the Notice of Rule Development to be published at least seven (7) days prior to the notice of rulemaking and thirty-five (35) days prior to the public hearing on the proposed rule. Rule 2.0(2) was also revised to require the Notice of Rule Development to include the following: (1) the grant of rulemaking authority for the proposed rule and the law being implemented; and (2) the proposed rule number.



#### **Notices of Rulemaking**

Rule 2.0(3) was also revised to reflect the recent legislative changes requiring the Notice of Rulemaking to include the following: (1) the proposed rule number; (2) the name, email address, and telephone number of the staff member who may be contacted regarding the intended action; and (3) the website where the statement of estimated regulatory costs may be viewed in its entirety, if applicable.

Rule 2.0(3) was further revised to require any material proposed to be incorporated by reference be available for inspection and copying by the public at the time of publication of the Notice of Rulemaking and to permit the Notice of Rulemaking to be delivered electronically to all persons named in the proposed rule or who have requested advance notice of rulemaking.

### **Petitions to Initiate Rulemaking**

Rule 2.0(5) was revised to require the District's Board of Supervisors to initiate rulemaking proceedings within thirty (30) calendar days of receiving a petition to initiate rulemaking proceedings, in accordance with Florida Statutes.

#### **Emergency Rule Adoption**

Rule 2.0(8) was amended to permit the District's Board of Supervisors to adopt an emergency rule if it is necessitated by immediate danger to the public health, safety, or welfare, or if the Legislature authorizes the Board of Supervisors to adopt emergency rules. Notice of the emergency rules must include the Board of Supervisors' findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.

#### **Rule Variances**

Rule 2.0(12)(a) was amended to include safety-related concerns as an example of a "substantial hardship" which could justify a rule variance.

#### **Competitive Purchases**

Rule 3.0(3) was revised to incorporate the recent legislative change that prohibits the District from penalizing a bidder for performing a larger volume of construction work for the District or rewarding a bidder for performing a smaller volume of construction work for the District on a public works project as defined in Section 255.0992, *Florida Statutes*. A public works project is defined as "an activity that is paid for with any local or state-appropriated funds and that consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof owned in whole or in part by any political subdivision." A public works project does <u>not</u> include the provision of goods, services, or work incidental to the public works project, such as security services, janitorial services, landscape services, maintenance services, or any other services that do not require a construction contracting license or involve supplying or carrying construction materials for a public works project.



#### **Auditor Selection Committee Notices**

Rule 3.2(6) was revised to require seven (7) days' notice of Auditor Selection Committee meetings, in accordance with Florida Law regarding meeting notices.

#### **Purchase of Insurance**

Rule 3.3(2)(g) was amended to remove "geographic location" from the list of evaluation criteria for the purchase of insurance.

#### **Construction Contract Bids**

Rule 3.5(2)(e) was amended to clarify that mistakes in arithmetic extension of pricing may be corrected by the Board provided such corrections do not result in a material change to the bid amount or create an unfair advantage.

### **Emergency Construction Service Purchases**

Rule 3.5(5) was amended to clarify the circumstances under which the District may undertake an emergency purchase of construction services.

#### **Bid Protests**

Rules 3.11(4) and (5) were amended to provide additional details regarding the required procedures for bid protests.

### **Facsimile Notices, Generally**

Changes were made throughout the Rules to remove facsimile as a method of notice and to add electronic mail as an acceptable method of notice where permitted by law.



# RULES OF PROCEDURE ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT

EFFECTIVE AS OF	, 2025
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#### Rule 1.0 General.

- (1) Anabelle Island Community Development District ("District") was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules ("Rules") is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours, which are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

#### **Rule 1.1** Board of Supervisors; Officers and Voting.

- (1) <u>Board of Supervisors.</u> The Board of Supervisors of the District ("Board") shall consist of five (5) members. Members of the Board ("Supervisors") appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
  - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
  - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
  - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
  - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) <u>Officers.</u> At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
  - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District's behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a meeting, the Vice-

- Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.
- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.
- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.

- (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) <u>Committees.</u> The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation. Florida Open Meetings Laws apply to such Committees.
- (4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accordance with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
  - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The Board member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends

to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. Law Implemented: §§ 112.3143, 190.006, 190.007, Fla. Stat.

## Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

- (1) <u>District Offices.</u> Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
  - (a) Agenda packages for prior twenty-four (24) months and next meeting;
  - (b) Official minutes of meetings, including adopted resolutions of the Board;
  - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
  - (d) Adopted engineer's reports;
  - (e) Adopted assessment methodologies/reports;
  - (f) Adopted disclosure of public financing;
  - (g) Limited Offering Memorandum for each financing undertaken by the District;
  - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
  - (i) District policies and rules;
  - (j) Fiscal year end audits; and
  - (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

Public Records. District public records include, but are not limited to, all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed as the District's records custodian. Regardless of the form of the request, any Board member or staff member

who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) <u>Service Contracts.</u> Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- **(4)** Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature andor volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional payments or credits may be due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) <u>Records Retention.</u> The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) <u>Policies.</u> The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to theiries or her affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

#### Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week, and shall satisfy the requirement to give at least seven (7) days' public notice stated herein. Each Notice shall state, as applicable:
  - (a) The date, time and place of the meeting, hearing or workshop;
  - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
  - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
  - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hoursthree (3) business days before the meeting/hearing/workshop by contacting the District Manager at Marilee Giles, mgiles@gmsnf.com, Governmental Management Services, L.L.C., 475 West Town Place, Suite 114 St. Augustine, Florida 32092, (904) 940-5850. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
  - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

(f) The following or substantially similar language: "The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record."

The date, time, and place of each meeting, hearing, or workshop of the Board shall additionally be posted on the District's website at least seven (7) days before each meeting, hearing, or workshop.

- (2) <u>Mistake.</u> In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Vice-Chairperson, shall prepare an agenda meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval ("Meeting Materials"). Inclusion of additional materials for Board consideration other than those defined herein as "meeting materials" shall not convert such materials into Meeting Materials. For good cause, which includes but is not limited to emergency situations, time-sensitive matters, or newly discovered information essential for Board consideration, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format, or similar format, in preparing its agenda for its regular meetings:

Call to order
Roll call
Public comment
Organizational matters
Review of minutes
Specific items of old business
Specific items of new business
Staff reports

- (a) District Counsel
- (b) District Engineer
- (c) District Manager
  - 1. Financial Report

2. Approval of Expenditures Supervisor's requests and comments Public comment Adjournment

- (4) <u>Minutes.</u> The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) <u>Special Requests.</u> Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, including the specific reasons for the emergency meeting. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a three (3) minutes per person, unless extended or reduced by the Chairperson based on the number of speakers and meeting agenda and other reasonable factors, reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) <u>Budget Hearing.</u> Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

- (9) <u>Public Hearings.</u> Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist. Extraordinary circumstances may include, but are not limited to, illness, family emergencies, or other significant schedule conflicts which prevent in-person meeting attendance.
- (11) <u>Board Authorization.</u> The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, an opportunity for final board discussion and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) <u>Continuances.</u> Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
  - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
  - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
  - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) <u>Attorney-Client Sessions.</u> An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public

meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

(14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

 $Law\ Implemented:\ \S\S\ 189.069(2)(a)16,\ 190.006,\ 190.007,\ 190.008,\ 286.0105,\ 286.011,\ 286.0113,\ 286.0114,\ Fla.\ Stat.$ 

### Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

- (1) <u>Internal Controls.</u> The District shall establish and maintain internal controls designed to:
  - (a) Prevent and detect "fraud," "waste" and "abuse" as those terms are defined in section 11.45(1), *Florida Statutes*; and
  - (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
  - (c) Support economical and efficient operations; and
  - (d) Ensure reliability of financial records and reports; and
  - (e) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 218.33(3), Fla. Stat.

### **Rule 2.0** Rulemaking Proceedings.

(1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A "rule" is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District ("Rule"). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.

### (2) Notice of Rule Development.

- (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) at least seven (7) days before the notice of rulemaking described in Section 2.0(3), infra., and at least thirty-five (35) days prior to the public hearing on the proposed rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule grant of rulemaking authority for the proposed rule and law being implemented, include the proposed rule number, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
- (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.

### (3) Notice of Proceedings and Proposed Rules.

(a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forthincluding: a short, plain explanation of the purpose and effect of the proposed action, the proposed rule number (if applicable), a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific, and the name, e-mail address, and telephone number of the staff member who may be contacted regarding the intended action. The notice shall include a summary of the District's statement of the estimated regulatory costs and the website address where the complete statement of estimated regulatory costs may be viewed, if such a statement has been prepared pursuant ton its

entirety, if one has been prepared, based on the factors set forth in Section 120.541(2), of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule and any material proposed to be incorporated by reference shall be available for inspection and copying by the public at the time of the publication of notice.
- (c) The notice shall be mailed, or delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) <u>Rule Development Workshops.</u> Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than sixty (60)thirty (30) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.

- (6) <u>Rulemaking Materials.</u> After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:
  - (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
  - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
  - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
  - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that it is necessitated by immediate danger to the public health, safety, or welfare exists which requires immediate action, or if the Legislature authorizes the Board to adopt emergency rules. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of the emergency rules together with the Board's findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority—shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule provided that such procedure as long as it protects the public interest and complies with applicable law ands determined by the District and otherwise complies with these provisions.
- (9) <u>Negotiated Rulemaking.</u> The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be

published in a newspaper of general circulation in the county in which the District is located.

- (10) <u>Rulemaking Record.</u> In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:
  - (a) The texts of the proposed rule and the adopted rule;
  - (b) All notices given for a proposed rule;
  - (c) Any statement of estimated regulatory costs for the rule;
  - (d) A written summary of hearings, if any, on the proposed rule;
  - (e) All written comments received by the District and responses to those written comments; and
  - (f) All notices and findings pertaining to an emergency rule.
- (11) <u>Petitions to Challenge Existing Rules.</u>
  - (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
  - (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
  - (c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other qualified person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
  - (d) Within thirty (30) days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.

- (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
  - (i) Administer oaths and affirmations;
  - (ii) Rule upon offers of proof and receive relevant evidence;
  - (iii) Regulate the course of the hearing, including any pre-hearing matters;
  - (iv) Enter orders; and
  - (v) Make or receive offers of settlement, stipulation, and adjustment.
- (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) <u>Variances and Waivers.</u> A "variance" means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A "waiver" means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
  - (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, <u>safety-related</u>, or other significantor other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
  - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District's Rule. Each petition shall specify:
    - (i) The rule from which a variance or waiver is requested;
    - (ii) The type of action requested;
    - (iii) The specific facts that would justify a waiver or variance for the petitioner; and

- (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
- (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
- (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.
- (13) <u>Rates, Fees, Rentals and Other Charges.</u> All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat. Law Implemented: §§ 120.54, 190.011(5), 190.035(2), Fla. Stat.

### **Rule 3.0** Competitive Purchase.

- (1) <u>Purpose and Scope.</u> In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) <u>Board Authorization.</u> Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.

## (3) <u>Definitions.</u>

- (a) "Competitive Solicitation" means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
- (b) "Continuing Contract" means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
- (c) "Contractual Service" means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.
- (d) "Design-Build Contract" means a single contract with a Design-Build Firm for the design and construction of a public construction project.

- (e) "Design-Build Firm" means a partnership, corporation or other legal entity that:
  - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
  - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) "Design Criteria Package" means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District's Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) "Design Criteria Professional" means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) "Emergency Purchase" means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.
- (i) "Invitation to Bid" is a written or electronically posted solicitation for sealed

bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.

- (j) "Invitation to Negotiate" means a written or electronically posted solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) "Negotiate" means to conduct legitimate, arm's length discussions and conferences to reach an agreement on a term or price.
- (l) "Professional Services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.
- (m) "Proposal (or Reply or Response) Most Advantageous to the District" means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
  - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
  - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
  - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) "Purchase" means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.
- (o) "Request for Proposals" or "RFP" is a written or electronically posted solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

- (p) "Responsive and Responsible Bidder" means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. "Responsive and Responsible Vendor" means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
  - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
  - (ii) The past performance of the entity/individual for the District and in other professional employment;
  - (iii) The willingness of the entity/individual to meet time and budget requirements;
  - (iv) The geographic location of the entity's/individual's headquarters or office in relation to the project;
  - (v) The recent, current, and projected workloads of the entity/individual;
  - (vi) The volume of work previously awarded to the entity/individual, provided that for a public works project as defined in Section 255.0992, *Florida Statutes*, the District may not penalize a bidder for performing a larger volume of construction work for the District or reward a bidder for performing a smaller volume of construction work for the District;
  - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
  - (viii) Whether the entity/individual is a certified minority business enterprise as defined in Section 287.0943, *Florida Statutes*.
- (q) "Responsive Bid," "Responsive Proposal," "Responsive Reply," and "Responsive Response" all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response

is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. Law Implemented: §§ 190.033, <u>255.0992</u>, 255.20, 287.055, Fla. Stat.

## **Rule 3.1** Procedure Under the Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
- (2) <u>Qualifying Procedures.</u> In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
  - (a) Hold all required applicable state professional licenses in good standing;
  - (b) Hold all required applicable federal licenses in good standing, if any;
  - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
  - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

Public Announcement. Except in cases of valid public emergencies as certified by the (3) Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not

be entitled to recover from the District any costs of qualification package preparation or submittal.

## (4) <u>Competitive Selection.</u>

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
  - (i) The ability and adequacy of the professional personnel employed by each consultant;
  - (ii) Whether a consultant is a certified minority business enterprise;
  - (iii) Each consultant's past performance;
  - (iv) The willingness of each consultant to meet time and budget requirements;
  - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
  - (vi) The recent, current, and projected workloads of each consultant; and
  - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.
- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, emailelectronic mail, faesimile, or overnight

delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

## (5) <u>Competitive Negotiation.</u>

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (6) <u>Contracts; Public Records.</u> In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) <u>Continuing Contract.</u> Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.

Emergency Purchase. The District may make an Emergency Purchase without (8) complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

#### **Rule 3.2** Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

### (1) <u>Definitions.</u>

- (a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
- (b) "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.
- Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.
- (3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
  - (a) <u>Minimum Qualifications.</u> In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:
    - (i) Hold all required applicable state professional licenses in good standing;

- (ii) Hold all required applicable federal licenses in good standing, if any;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
  - (i) Ability of personnel;
  - (ii) Experience;
  - (iii) Ability to furnish the required services; and
  - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (4) <u>Public Announcement.</u> After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (5) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals ("RFP"). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.
- (6) <u>Committee's Evaluation of Proposals and Recommendation.</u> The Committee shall meet at a publicly held meeting that is publicly noticed at least seven (7) days<del>for a</del>

reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.

#### (7) Board Selection of Auditor.

- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) <u>Contract.</u> Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both

parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:

- (a) A provision specifying the services to be provided and fees or other compensation for such services;
- (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
- (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
- (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
- (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, electronic mail, faesimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

#### **Rule 3.3** Purchase of Insurance.

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) <u>Procedure.</u> For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
  - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
  - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
  - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
  - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
  - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
  - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
  - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, relevant business presence and capability to servicethe geographic location of the company's headquarters and offices in relation to the District's needs, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to

Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

(h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 112.08, Fla. Stat.

### **Rule 3.4** Pre-qualification

- (1) <u>Scope.</u> In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) <u>Procedure.</u> When the District seeks to pre-qualify vendors, the following procedures shall apply:
  - (a) The Board shall cause to be prepared a Request for Qualifications.
  - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed prequalification criteria and procedures and allow at least seven (7) days' notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
  - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
  - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
  - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
  - (i) Hold all required applicable state professional licenses in good standing;
  - (ii) Hold all required applicable federal licenses in good standing, if any;
  - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
  - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.
- (j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, faesimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided

however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

### (3) <u>Suspension, Revocation, or Denial of Qualification</u>

- (a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:
  - (i) One of the circumstances specified under Section 337.16(2), *Florida Statutes*, has occurred.
  - (ii) Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
  - (iii) The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
  - (iv) The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
  - (v) The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
  - (vi) The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
  - (vii) The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
  - (viii) The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.

- (ix) The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
- (x) The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
- (xi) An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
- (xii) The vendor or affiliate(s) has been convicted of a contract crime.
  - The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
  - 2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- (xiii) Any other circumstance constituting "good cause" under Section 337.16(2), *Florida Statutes*, exists.
- (b) The pre-qualified status of a contractor found delinquent under Section 337.16(1), *Florida Statutes*, shall be denied, suspended, or revoked. A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.
- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within ten (10) days after the receipt of the notice of intent, the hearing shall be held within thirty (30) days after receipt by the District of the request for the hearing. The decision shall be issued in writing within fifteen (15) business days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) If a contractor's pre-qualified status is revoked, suspended, or denied and the

- contractor receives an additional period of revocation, suspension, or denial of its pre-qualified status, the time periods will run consecutively.
- (f) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- (i) Impacts on project schedule, cost, or quality of work;
- (ii) Unsafe conditions allowed to exist;
- (iii) Complaints from the public;
- (iv) Delay or interference with the bidding process;
- (v) The potential for repetition;
- (vi) Integrity of the public contracting process;
- (vii) Effect on the health, safety, and welfare of the public.
- (g) The District shall deny or revoke the pre-qualified status of any contractor and its affiliates for a period of 36 months when it is determined by the District that the contractor has, subsequent to January 1, 1978, been convicted of a contract crime within the jurisdiction of any state or federal court. Any such contractor shall not act as a prime contractor, material supplier, subcontractor, or consultant on any District contract or project during the period of denial or revocation.

#### (4) Reapplication and Reinstatement

- (a) A contractor whose qualification to bid has been revoked or denied because of contract crime may, at any time after revocation or denial, file a petition for reapplication or reinstatement. However, a contractor may not petition for reapplication or reinstatement for a period of 24 months after revocation or denial for a subsequent conviction occurring within 10 years of a previous denial or revocation for contract crime.
- (b) If the petition for reapplication or reinstatement is denied, the contractor cannot petition for a subsequent hearing for a period of nine months following the date of the final order of revocation or denial.
- (c) If the petition for reapplication or reinstatement is granted, the contractor must file a current Application for Qualification with the Contracts Administration Office. Reinstatement shall not be effective until issuance of a Certificate of Qualification.

# (5) <u>Emergency Suspension and Revocation</u>

- (a) The District may summarily issue an emergency suspension of a contractor's qualification to bid if it finds that imminent danger exists to the public health, safety, or welfare.
- (b) The written notice of emergency suspension shall state the specific facts and reasons for finding an imminent danger to the public health, safety, or welfare exists.
- (c) The District, within 10 days of the emergency suspension, shall initiate formal suspension or revocation proceedings in compliance with Rule 3.4(3), except the 10-day notice requirement shall not be construed to prevent a hearing at the earliest time practicable upon request of the aggrieved party.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.; §§ 14-22.012, 14-22.0121, 14-22.014, Fla. Admin. Code.

### **Rule 3.5** Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) <u>Procedure.</u> When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, or faesimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
  - (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be

eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.

- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
  - (i) Hold all required applicable state professional licenses in good standing;
  - (ii) Hold all required applicable federal licenses in good standing, if any;
  - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
  - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of <u>competent jurisdiction</u> <u>of</u> any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past five (5) years <u>shall be</u> <u>deemmay be considered</u> ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

(f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board, provided such corrections do not result in a material change to the bid amount or create an unfair advantage. Bids and proposals may not be modified or

supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, electronic mail, hand delivery, faesimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

- (3) <u>Sole Source; Government.</u> Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) <u>Contracts; Public Records.</u> In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules: only when there exists an immediate and serious need for construction services that cannot be met through normal procurement methods and the lack of such services would seriously threaten: (i) the District's ability to perform essential services; (ii) the preservation or protection of property or improvements; or (iii) the health, safety, or welfare of any person. The fact that an Emergency Purchase has occurred or is necessary, along with a detailed description of the basis for the emergency determination, shall be noted in the minutes of the next Board Meeting.
- (6) <u>Exceptions.</u> This Rule is inapplicable when:
  - (a) The project is undertaken as repair or maintenance of an existing public facility;
  - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
  - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
  - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

### **Rule 3.6** Construction Contracts, Design-Build.

(1) <u>Scope.</u> The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:

### (2) <u>Procedure.</u>

- (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
- (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
- (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
  - (i) <u>Qualifications-Based Selection.</u> If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
  - (ii) <u>Competitive Proposal-Based Selection.</u> If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:
    - 1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the

District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.

- 2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
- 3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
  - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
  - b. Hold all required applicable federal licenses in good standing, if any;
  - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
  - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past five (5) years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

- 4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
- 5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
- 6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
- 7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, faesimile, electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

- 8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
- 9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
- 10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) <u>Contracts; Public Records.</u> In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (4) <u>Emergency Purchase.</u> The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
- (5) <u>Exceptions.</u> This Rule is inapplicable when:
  - (a) The project is undertaken as repair or maintenance of an existing public facility;

- (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
- (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

#### **Rule 3.7** Payment and Performance Bonds.

- (1) <u>Scope.</u> This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
- (3) <u>Discretionary Bond.</u> At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 255.05, Fla. Stat.

#### **Rule 3.8** Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of "goods, supplies, and materials" do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) <u>Procedure.</u> When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
  - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
  - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
    - (i) Hold all required applicable state professional licenses in good standing;
    - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance. make non-material modifications. clarifications. supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference of five percent (5%). If the lowest Responsive Bid is submitted by a Responsive and

Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.
- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change

order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.

- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) <u>Renewal.</u> Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) <u>Emergency Purchases.</u> The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

#### **Rule 3.9 Maintenance Services.**

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) <u>Procedure.</u> When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
  - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
  - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
    - (i) Hold all required applicable state professional licenses in good standing;
    - (ii) Hold all required applicable federal licenses in good standing, if any;
    - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, non-material modifications, clarifications, make supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) <u>Exemptions.</u> Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) <u>Renewal.</u> Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
- (5) <u>Contracts; Public Records.</u> In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (6) <u>Emergency Purchases.</u> The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat. Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

#### **Rule 3.10** Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
- (2) <u>Contracts; Public Records.</u> In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

## Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

#### (1) <u>Filing.</u>

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the

Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours, which are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.
- (2) <u>Contract Execution.</u> Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) <u>Informal Proceeding.</u> If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via <u>certified mafaesimile</u>, <u>hand delivery</u>, or <u>email with delivery confirmation United States Mail</u>, or <u>hand delivery</u> to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) <u>Formal Proceeding.</u> If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other <u>qualified</u> person as a hearing officer to conduct the hearing. The hearing officer may:
  - (a) Administer oaths and affirmations;
  - (b) Rule upon offers of proof and receive relevant evidence;
  - (c) Regulate the course of the hearing, including any pre-hearing matters;
  - (d) Enter orders; and
  - (e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) <u>calendar days</u> from receipt of the recommended orderdays in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) <u>Intervenors.</u> Other substantially affected persons may join the proceedings as intervenors by filing a motion to intervene within 10 calendar days of the initial protest filing, onen appropriate terms that which shall not unduly delay the proceedings.
- (6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (7) <u>Settlement.</u> Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 190.033, Fla. Stat.

### **Rule 4.0** Effective Date.

These Rules shall be effective \_\_\_\_\_\_\_, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

*C*.

#### **RESOLUTION 2025-11**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT RATIFYING ACTIONS TAKEN TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND PUBLICATION OF NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING AN EASEMENT ENCROACHMENT POLICY, RATES AND THE AMENDED AND RESTATED RULES OF PROCEDURE; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, Anabelle Island Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Clay County, Florida; and

**WHEREAS**, the Board of Supervisors of the District (the "Board") is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*; and

**WHEREAS**, the Board previously adopted *Rules of Procedure* to govern the operation and administration of the District and now wishes to ratify actions taken by District staff in scheduling and noticing the hearing on the District's *Amended and Restated Rules of Procedure* to include recent statutory changes; and

WHEREAS, the Board previously considered the *Policy for Improvements within Anabelle Island Community Development District Easements* at the August 20, 2025, meeting, and now wishes to adopt this policy and the rates set forth herein on an interim basis and reschedule the public hearing on this policy to November 17, 2025, for administrative efficiencies.

# NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT:

- **SECTION 1.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.
- SECTION 2. A public hearing will be held to adopt the District's (1) Amended and Restated Rules of Procedure and the (2) Policy for Improvements within Anabelle Island Community Development District Easements on November 17, 2025, at 2:00 p.m. at Plantation Oaks Amenity Center, 845 Oakleaf Plantation Parkway, Orange Park, Florida 32065. The Board hereby ratifies actions taken to schedule such hearing and finds it in the District's best interests to advertise these hearings together for administrative efficiencies.
- **SECTION 2.** The Board hereby ratifies actions of the District Secretary taken to publish notice of hearing in accordance with Section 120.54, *Florida Statutes*, and all prior actions taken for the purpose of publishing notice are hereby ratified.

**SECTION 3.** The Board hereby adopts the Interim Policy for Improvements within Anabelle Island Community Development District Easements, including the rates set forth therein, attached hereto as **Exhibit B**, for immediate use by the District.

**SECTION 4.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 17th day of September 2025.

ATTEST:		ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT
Secretary/As	sistant Secretary	Chairperson, Board of Supervisors
Exhibit A:	Proposed Amended and R	estated Rules of Procedure
Exhibit B:	Policy for Improvements v District Easements	within Anabelle Island Community Development

## Exhibit A

Proposed Amended and Restated Rules of Procedure

## Exhibit B

Policy for Improvements within Anabelle Island Community Development District Easements

#### Policy for Improvements within Anabelle Island Community Development District Easements Effective:

- 1. If a resident desires to install improvements within an Anabelle Island Community Development District ("District") Easement, the resident must:
  - a. Submit a written variance request to the District Manager or his or her designee prior to commencement of such installation. The request must be made by the owner of the property and must contain, at a minimum, the following information:
    - i. The contact information of the person making the variance request;
    - ii. The lot number or street address of the lot on which the improvement is to be installed;
    - iii. A description of the improvement(s) to be installed;
    - iv. A diagram showing the proposed location of the improvement(s); and
    - v. The requested commencement date of the installation of said improvement(s).
  - b. Reimburse the District for all costs it incurs in processing the variance request. Additional fees may be required if external consultants or special reviews are needed
- 2. The District Engineer shall review the variance request to determine if the proposed improvement(s) would have a negative impact on any District improvements, including the stormwater management system. Such review may include, in the District Engineer's discretion, conducting an in-person site inspection. The District Engineer shall recommend one of the following actions:
  - a. Approve the variance request, with or without conditions; or
  - b. Deny the variance request.
- 3. If the District Engineer recommends approving the request, District staff shall coordinate execution of a variance agreement in substantially the form attached hereto as **Attachment A**, unless other considerations necessitate denying the request, with such revisions as may be deemed necessary and approved by District Counsel, in consultation with District staff. The District reserves the right to deny any request, even if recommended for approval by the District Engineer, if other considerations warrant such denial. Upon execution of the agreement, District staff shall record the agreement in the Official Records of Clay County. At the conclusion of the installation of any approved improvements, the District Engineer shall conduct a post-installation review to certify that the improvements do not exceed the scope of the approval.
- 4. If the District Engineer recommends denying the request, District staff shall notify the applicant that the variance request was denied and that the proposed improvements may <u>not</u> be installed within the District Easement(s).
- 5. There shall be no requirement to bring the variance request before the Board of Supervisors for approval, unless extraordinary circumstances warrant Board consideration.
- 6. The District's approval of a variance request constitutes approval from the District only. The resident is responsible for obtaining any other necessary approvals, permits and authorizations, including but not limited to approvals from any homeowners' association, Clay County, and any other entities having an interest in the property, as applicable.
- 7. If improvements are constructed within a District Easement without prior approval, including improvements that exceed the scope of any prior approval, the District reserves the right to require the resident to remove, relocate, or modify the improvement(s) at the resident's sole expense. If the resident is unresponsive to the District's requests, the District may remove said improvement(s) on its own and charge the resident the cost of said removal. The District also reserves the right to take any appropriate legal action to enforce its rights under this policy or to collect any costs due.

8.	If improvements are constructed with approval within a District Easement but at some point, in the future, said improvements threaten the health, safety or welfare of residents or District improvements, the District will make every reasonable effort to contact the landowner to work to resolve the issues but may, in its reasonable discretion, modify or remove the landowner's improvements immediately to protect said interests.

## Attachment A Form of Variance Agreement

After recording, please return to:
Anabelle Island Community Development District
c/o Governmental Management Services, L.L.C.
475 West Town Place, Suite 114
St. Augustine, Florida 32092

Parcel Identification No.:

incorporated herein by reference.

maintain removable Improvements on the Easement Area.

i dicei identification ivo
VARIANCE AGREEMENT FOR INSTALLATION OF IMPROVEMENTS WITHIN ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT EASEMENT
This Variance Agreement for Installation of Improvements within Anabelle Island Community  Development District Easement ("Agreement") is entered into as of this day of, 20, by and among ("Owner") and the Anabelle Island
Community Development District (" <b>District</b> "), a local unit of limited special purpose government created pursuant to Chapter 190, <i>Florida Statutes</i> , as amended.  WITNESSETH:
WHEREAS, Owner is the owner of Lot, as per the plat ("Plat") of, recorded as Instrument Number, of the Public Records of Clay County, Florida ("Property"); and
WHEREAS, Owner desires to erect certain improvements described as ("Improvements") within a District easement ("Easement") located on Lot ("Easement Area"), as shown on the Plat; and
WHEREAS, due to the District's legal interests in the Easement, among other reasons, Owner requires the District's consent before constructing improvements within the Easement; and
<b>WHEREAS</b> , the District has agreed to consent to the installation of the Improvements within the Easement Area, subject to the terms and conditions set forth in this Agreement.
<b>NOW, THEREFORE</b> , in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:
1. <b>Recitals</b> . The recitals set forth above are acknowledged as true and correct and are

3. **Owner Responsibilities.** The Owner has the following responsibilities:

terms of this Agreement, the District hereby grants Owner the right, privilege, and permission to install and

Easement for Improvements Installation & Maintenance; Limitation. Subject to the

- a. The Owner shall be fully responsible for the installation and maintenance of the Improvements.
- b. The Owner shall be responsible for ensuring that the installation and maintenance of the Improvements are conducted in compliance with all applicable laws (including but not limited to building codes, set back requirements, etc.).
- c. The District, by entering into this Agreement, does not represent or warrant that the District has authority to provide all necessary approvals for the installation of the Improvements. Instead, the Owner shall be responsible for obtaining any and all applicable permits and approvals relating to the work (including but not limited to any approvals of any applicable homeowners' association as well as any other necessary legal interests and approvals).
- d. The Owner shall ensure that the installation and maintenance of the Improvements does not damage any property of District or any third party's property, and, in the event of any such damage, the Owner shall immediately repair the damage or compensate the District for such repairs, at the District's option, within thirty (30) days of written notice from the District.
- e. Owner's exercise of rights hereunder shall not interfere with District's rights under the Easement, and Owner acknowledges that the District's use and maintenance rights shall take precedence over Owner's rights granted herein. For example, if the Improvements include a fence, such fence shall be installed within the Easement a few inches higher than ground level, so as not to impede the flow of water, or shall otherwise be constructed so as not to impede the flow of water. Further, the Improvements shall be installed in such a manner as to not interfere with or damage any culvert pipe that may be located within the Easement, or any utilities within the Utility Easement. It shall be Owner's responsibility to locate and identify any such stormwater improvements and/or utilities. Further, the Owner shall, at Owner's sole expense, engage a licensed and insured professional contractor to locate and mark any existing improvements and/or utilities prior to installation of the Improvements and shall provide written documentation of such marking to the District prior to beginning any work.
- f. Upon completion of the installation, the Improvements will be owned by the Owner. Owner shall be responsible for the maintenance and repair of any such Improvements and agrees to maintain the Improvements in good condition.
- g. Additionally, the Owner shall keep the Easement Area free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Owner's exercise of rights under this Agreement, and the Owner shall immediately discharge any such claim or lien.
- 4. **Removal and/or Replacement of Improvements**. The permission granted herein is given to Owner as an accommodation and is revocable at any time. Owner acknowledges the legal interest of the District in the Easement(s) described above and agrees never to deny such interest or to interfere in any way with District's use. Owner will exercise the privilege granted herein at Owner's own risk and agrees that Owner will never claim any damages against District for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the District, to the fullest extent permitted by Florida law. Owner further acknowledges that, without notice, the District may remove all, or any portion or portions, of the Improvements installed upon the Easement Area at Owner's expense, and that the District is not obligated to return or re-install the Improvements to their original location and is not responsible for any damage to the Improvements, or their supporting structure as a result of the removal.

- 5. **Indemnification**. Owner agrees to indemnify, defend and hold harmless Clay County, the St. Johns River Water Management District, and the District as well as any officers, supervisors, staff, agents and representatives, and successors and assigns, of the foregoing, against all liability for damages, expenses, attorney's fees, and costs resulting from, arising out of, or in any way connected with, this Agreement or the exercise of the privileges granted hereunder, including but not limited to any claims related to property damage, personal injury, or death.
- 6. **Covenants Run with the Land**. This Agreement, and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word "Owner" is used herein, it shall be deemed to mean the current owner of the Property and its successors and assigns.
- 7. **Sovereign Immunity.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall be construed to extend the District's liability beyond the limits established in Section 768.28, Florida Statutes, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.
- 8. **Default.** A default by either party under this Agreement including but not limited to Owner's failure to meet its obligations under Section 3 above shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance.
- 9. **Attorney's Fees & Costs.** The prevailing party in any litigation to enforce the terms of this Agreement shall be entitled to reasonable attorney's fees and costs.
- 10. **Counterparts**. This Agreement may be executed in counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute one agreement.

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**IN WITNESS WHEREOF**, the parties have caused these presents to be executed the day and date first above written.

Witnesses:	Owner
By:	By:
Print Name:	
Address:	
By:	
Print Name:	
Address:	
STATE OF FLORIDA	
COUNTY OF	)
	knowledged before me by means of □ physical presence or □ online
notarization this day of, me or □ produced	20, by The person □ is personally known to as identification and who did or did not take an oath.
	NOTARY PUBLIC
	NOTAKI FUBLIC
	(Print, Type or Stamp Commissioned Name of Notary Public)

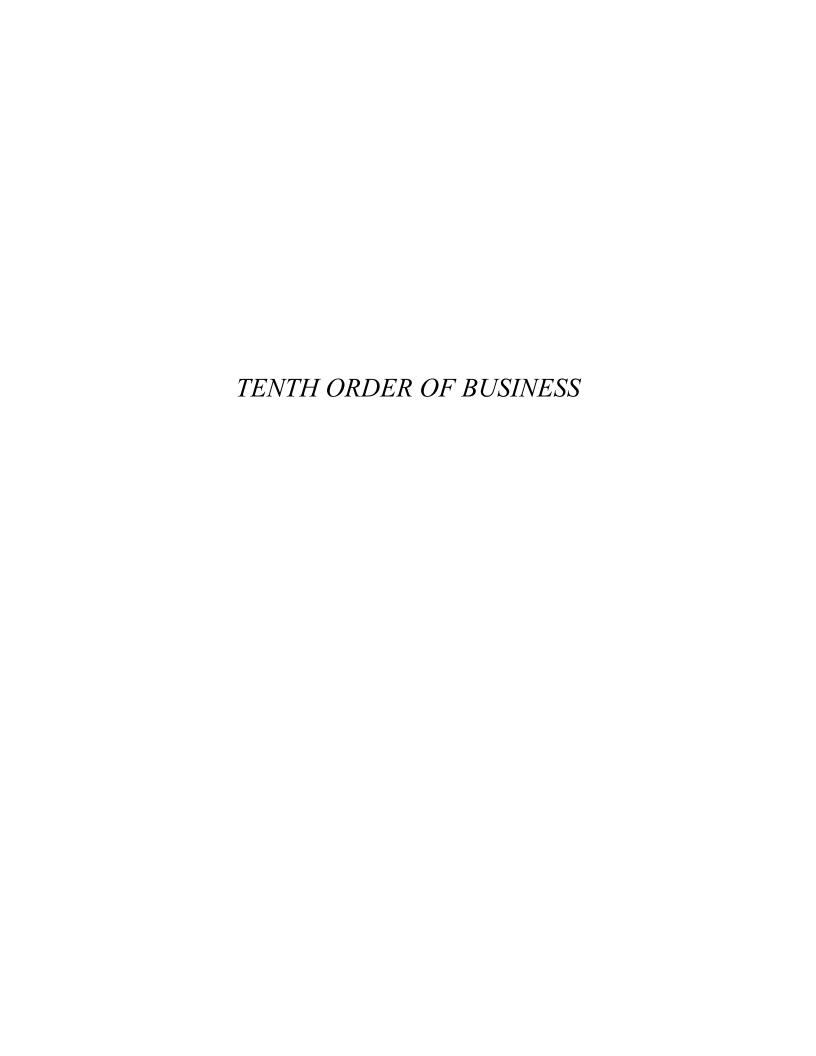
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## [SIGNATURE PAGE TO VARIANCE AGREEMENT FOR INSTALLATION OF IMPROVEMENTS WITHIN ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT EASEMENT]

## ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT

By:	By:
	Chair/Vice Chair, Board of Supervisors
Print Name	
By:	
Print Name	
STATE OF FLORIDA	)
STATE OF FLORIDA COUNTY OF	)
notarization this day of of the Board of Supervisors of the Anabel	cknowledged before me by means of $\square$ physical presence or $\square$ onling, $20$ , as Chair/Vice Challe Island Community Development District, on behalf of said district. The produced as identification.
	NOTARY PUBLIC
	(Print, Type or Stamp Commissioned Name of Notary Public

[END OF SIGNATURE PAGES]



Community Development District

Unaudited Financial Reporting August 31, 2025



### **Community Development District**

Combined Balance Sheet August 31, 2025

	(	General Fund	D	ebt Service Fund	Capi	ital Project Fund	Totals Governmental Funds		
Assets:									
Cash:									
Operating Account	\$	26,407	\$	-	\$	-	\$	26,407	
Investments:									
Custody		462		-		-		462	
<u>Series 2022</u>									
Reserve		-		173,408		-		173,408	
Revenue		-		153,118		-		153,118	
Construction		-		-		27,737		27,737	
Prepaid Expenses		1,563		-		-		1,563	
Deposits		1,975		-		-		1,975	
Total Assets	\$	30,406	\$	326,526	\$	27,737	\$	384,669	
Liabilities:									
Accounts Payable	\$	190	\$	-	\$	-	\$	190	
Total Liabilites	\$	190	\$	-	\$	-	\$	190	
Fund Balance:									
Nonspendable:									
Prepaid Items	\$	1,563	\$	-	\$	-	\$	1,563	
Deposits		1,975		-		-		1,975	
Restricted for:									
Debt Service - Series		-		326,526		-		326,526	
Capital Project - Series		-		-		27,737		27,737	
Unassigned		26,679		-		-		26,679	
Total Fund Balances	\$	30,216	\$	326,526	\$	27,737	\$	384,479	
Total Liabilities & Fund Balance	\$	30,406	\$	326,526	\$	27,737	\$	384,669	

#### **Community Development District**

#### **General Fund**

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

For The Period Ending August 31, 2025

	Adopted Prorated Budget			Actual				
		Budget		u 08/31/25	Thr	u 08/31/25	1	ariance
Devenues								
Revenues:								
Special Assessments - Tax Roll	\$	196,272	\$	196,272	\$	196,664	\$	392
Special Assessments - Direct Bill		49,634		49,634		49,634		-
Developer Contributions		162,643		79,351		79,351		-
Interest Income		-		-		399		399
Total Revenues	\$	408,550	\$	325,258	\$	326,049	\$	792
Expenditures:								
General & Administrative:								
Supervisors Fees	\$	6,000	\$	5,500	\$	2,200	\$	3,300
FICA Taxes	Ψ	454	*	416	*	168	*	248
Engineering		5,000		4,583		2,303		2,280
Attorney		15,000		15,000		38,161		(23,161)
Arbitrage Rebate		700		,000		-		/
Assessment Roll Administration		5,618		5,618		5,618		_
Dissemination Agent		3,933		3,605		3,605		(0)
Annual Audit		5,700		5,700		5,700		-
Trustee Fees		6,500		6,500		5,116		1,384
Management Fees		53,090		48,666		48,666		0
Website Maintenance		1,200		1,100		1,100		-
nformation Technology		1,800		1,650		1,650		_
Felephone		300		275		74		201
Postage		500		458		274		184
nsurance General Liability		6,149		6,149		4,166		1,983
Printing		500		458		302		156
Legal Advertising		2,500		2,292		375		1,917
Other Current Charges		700		642		511		131
Office Supplies		100		92		3		89
Dues, Licenses & Subscriptions		175		175		175		-
Fotal General & Administrative	\$	115,918	\$	108,879	\$	120,167	\$	(11,289)
Operations & Maintenance								
Ground Maintenance								
Electric	\$	1,500	\$	1,500	\$	2,505	\$	(1,005)
Nater & Sewer/Irrigation		23,000		21,084		11,595		9,489
Repairs & Maintenance		5,000		4,583		3,709		874
Facility Management		-		-		6,875		(6,875)
Landscape - Contract		118,520		108,643		92,036		16,608
Landscape - Contingency		20,000		18,333		5,321		13,012
Lake Maintenance		11,040		10,120		10,120		-
Irrigation Repairs		10,000		9,167		6,827		2,339
Subtotal Ground Maintenance	\$	189,060	\$	173,430	\$	138,988	\$	34,443

## **Community Development District**

#### **General Fund**

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

For The Period Ending August 31, 2025

Remity Center   Insurance   \$ 4.571   \$ 4.571   \$ 9.847   \$ (5.276)     Internet   2,000   1,833   - 1,833     Electric   16,000   14,667   7,844   6,823     Refuse Service   1,000   917   917   0     Access Cards   2,500   2,292   - 2,292     Initiral Maintenance   14,000   12,833   11,000     Initial Maintenance   14,000   12,833   11,000     Initial Maintenance   14,000   12,833   11,000     Initial Maintenance   15,000   13,750   13,750   - 3,667     Pool Maintenance   15,000   13,750   13,750       Pool Chemicals   10,000   9,167   9,175   (8)     Pool Permit   500   458   - 458     Facility Maintenance   10,000   9,167   9,175   (8)     Pool Permit   500   458   - 9,175   (8)     Pool Supplies   200   183   - 8,183     Repairs & Maintenance   10,000   9,167   - 9,167     Office Supplies   200   183   - 8,183     SCAP/BMI License Fees   500   458   - 458     Pest Control   800   800   1,335   (535)      Subtotal Amenity Center   \$ 103,571   \$ 95,388   \$ 62,422   \$ 32,966      Total Operations & Maintenance   \$ 292,631   \$ 268,818   \$ 201,409   \$ 67,409      Total Expenditures   \$ 408,550   \$ 377,697   \$ 321,577   \$ 56,120      Excess (Deficiency) of Revenues over Expenditures   \$ (0) \$ (52,439)   \$ 4,472   \$ (55,328)      Fund Balance - Beginning   \$ - \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$			Adopted	Pror	ated Budget		Actual		
Insurance			Budget	Thr	u 08/31/25	Thr	u 08/31/25	V	ariance
Insurance									
Internet	Amenity Center								
Electric         16,000         14,667         7,844         6,823           Water/Irrigation         15,000         13,750         3,475         10,275           Refuse Service         1,000         917         917         0           Access Cards         2,500         2,292         -         2,292           Janitorial Maintenance         14,000         12,833         11,000         1,833           Janitorial Supplies         4,000         3,667         -         3,667           Pool Maintenance         15,000         13,750         13,750         -           Pool Chemicals         10,000         9,167         9,175         (8)           Pool Permit         500         458         -         458           Facility Maintenance         7,500         6,875         5,079         1,796           Repairs & Maintenance         10,000         9,167         -         9,167           Office Supplies         200         183         -         183           ASCAP/BMI License Fees         500         458         -         458           Pest Control         800         800         1,335         (535)           Subtotal Amenity Center         \$	Insurance	\$	4,571	\$	4,571	\$	9,847	\$	(5,276)
Water/Irrigation         15,000         13,750         3,475         10,275           Refuse Service         1,000         917         917         0           Access Cards         2,500         2,292         -         2,292           Janitorial Maintenance         14,000         12,833         11,000         1,833           Janitorial Supplies         4,000         3,667         -         3,667           Pool Maintenance         15,000         13,750         13,750         -           Pool Chemicals         10,000         9,167         9,175         (8)           Pool Permit         500         458         -         458           Facility Maintenance         7,500         6,875         5,079         1,796           Repairs & Maintenance         10,000         9,167         -         9,167           Office Supplies         200         183         -         183           ASCAP/BMI License Fees         500         458         -         458           Pest Control         800         800         1,335         (535)           Subtotal Amenity Center         \$ 103,571         \$ 95,388         \$ 22,422         \$ 32,966           Total Operations	Internet		2,000		1,833		-		1,833
Refuse Service         1,000         917         917         0           Access Cards         2,500         2,292         -         2,292           Janitorial Maintenance         14,000         12,833         11,000         1,833           Janitorial Supplies         4,000         3,667         -         3,667           Pool Maintenance         15,000         13,750         13,750         -           Pool Chemicals         10,000         9,167         9,175         (8)           Pool Permit         500         458         -         458           Facility Maintenance         7,500         6,875         5,079         1,796           Repairs & Maintenance         10,000         9,167         -         9,167           Office Supplies         200         183         -         183           ASCAP/BMI License Fees         500         458         -         458           Pest Control         800         800         1,335         (535)           Subtotal Amenity Center         \$ 103,571         \$ 95,388         \$ 62,422         \$ 32,966           Total Expenditures         \$ 408,550         \$ 377,697         \$ 321,577         \$ 56,120           Ex	Electric		16,000		14,667		7,844		6,823
Access Cards         2,500         2,292         -         2,292           Janitorial Maintenance         14,000         12,833         11,000         1,833           Janitorial Supplies         4,000         3,667         -         3,667           Pool Maintenance         15,000         13,750         13,750         -           Pool Chemicals         10,000         9,167         9,175         (8)           Pool Permit         500         458         -         458           Facility Maintenance         7,500         6,875         5,079         1,796           Repairs & Maintenance         10,000         9,167         -         9,167           Office Supplies         200         183         -         183           ASCAP/BMI License Fees         500         458         -         458           Pest Control         800         800         1,335         (535)           Subtotal Amenity Center         \$ 103,571         \$ 95,388         \$ 62,422         \$ 32,966           Total Operations & Maintenance         \$ 292,631         \$ 268,818         \$ 201,409         \$ 67,409           Excess (Deficiency) of Revenues over Expenditures         \$ (0)         \$ (52,439)         \$ 4,472	Water/Irrigation		15,000		13,750		3,475		10,275
Janitorial Maintenance	Refuse Service		1,000		917		917		0
Janitorial Supplies	Access Cards		2,500		2,292		-		2,292
Pool Maintenance         15,000         13,750         13,750         -           Pool Chemicals         10,000         9,167         9,175         (8)           Pool Permit         500         458         -         458           Facility Maintenance         7,500         6,875         5,079         1,796           Repairs & Maintenance         10,000         9,167         -         9,167           Office Supplies         200         183         -         183           ASCAP/BMI License Fees         500         458         -         458           Pest Control         800         800         1,335         (535)           Subtotal Amenity Center         \$ 103,571         \$ 95,388         62,422         \$ 32,966           Total Operations & Maintenance         \$ 292,631         \$ 268,818         \$ 201,409         \$ 67,409           Total Expenditures         \$ 408,550         \$ 377,697         \$ 321,577         \$ 56,120           Excess (Deficiency) of Revenues over Expenditures         (0)         \$ (52,439)         \$ 4,472         \$ (55,328)           Fund Balance - Beginning         -         \$ 25,744	Janitorial Maintenance		14,000		12,833		11,000		1,833
Pool Chemicals         10,000         9,167         9,175         (8)           Pool Permit         500         458         -         458           Facility Maintenance         7,500         6,875         5,079         1,796           Repairs & Maintenance         10,000         9,167         -         9,167           Office Supplies         200         183         -         183           ASCAP/BMI License Fees         500         458         -         458           Pest Control         800         800         1,335         (535)           Subtotal Amenity Center         \$ 103,571         \$ 95,388         \$ 62,422         \$ 32,966           Total Operations & Maintenance         \$ 292,631         \$ 268,818         \$ 201,409         \$ 67,409           Excess (Deficiency) of Revenues over Expenditures         \$ (0)         \$ (52,439)         \$ 4,472         \$ (55,328)           Net Change in Fund Balance         \$ (0)         \$ (52,439)         \$ 4,472         \$ (55,328)	Janitorial Supplies		4,000		3,667		-		3,667
Pool Permit         500         458         -         458           Facility Maintenance         7,500         6,875         5,079         1,796           Repairs & Maintenance         10,000         9,167         -         9,167           Office Supplies         200         183         -         183           ASCAP/BMI License Fees         500         458         -         458           Pest Control         800         800         1,335         (535)           Subtotal Amenity Center         \$ 103,571         \$ 95,388         \$ 62,422         \$ 32,966           Total Operations & Maintenance         \$ 292,631         \$ 268,818         \$ 201,409         \$ 67,409           Total Expenditures         \$ 408,550         \$ 377,697         \$ 321,577         \$ 56,120           Excess (Deficiency) of Revenues over Expenditures         \$ (0)         \$ (52,439)         \$ 4,472         \$ (55,328)           Pund Balance - Beginning         -         \$ 25,744	Pool Maintenance		15,000		13,750		13,750		-
Facility Maintenance         7,500         6,875         5,079         1,796           Repairs & Maintenance         10,000         9,167         -         9,167           Office Supplies         200         183         -         183           ASCAP/BMI License Fees         500         458         -         458           Pest Control         800         800         1,335         (535)           Subtotal Amenity Center         \$ 103,571         \$ 95,388         \$ 62,422         \$ 32,966           Total Operations & Maintenance         \$ 292,631         \$ 268,818         \$ 201,409         \$ 67,409           Total Expenditures         \$ 408,550         \$ 377,697         \$ 321,577         \$ 56,120           Excess (Deficiency) of Revenues over Expenditures         \$ (0)         \$ (52,439)         \$ 4,472         \$ (55,328)           Fund Balance - Beginning         -         \$ 25,744	Pool Chemicals		10,000		9,167		9,175		(8)
Repairs & Maintenance         10,000         9,167         -         9,167           Office Supplies         200         183         -         183           ASCAP/BMI License Fees         500         458         -         458           Pest Control         800         800         1,335         (535)           Subtotal Amenity Center         \$ 103,571         \$ 95,388         62,422         \$ 32,966           Total Operations & Maintenance         \$ 292,631         \$ 268,818         \$ 201,409         \$ 67,409           Total Expenditures         \$ 408,550         \$ 377,697         \$ 321,577         \$ 56,120           Excess (Deficiency) of Revenues over Expenditures         \$ (0)         \$ (52,439)         \$ 4,472         \$ (55,328)           Net Change in Fund Balance         \$ (0)         \$ (52,439)         \$ 4,472         \$ (55,328)           Fund Balance - Beginning         \$ -         \$ 25,744	Pool Permit		500		458		-		458
Office Supplies         200         183         -         183           ASCAP/BMI License Fees         500         458         -         458           Pest Control         800         800         1,335         (535)           Subtotal Amenity Center         \$ 103,571         \$ 95,388         \$ 62,422         \$ 32,966           Total Operations & Maintenance         \$ 292,631         \$ 268,818         \$ 201,409         \$ 67,409           Total Expenditures         \$ 408,550         \$ 377,697         \$ 321,577         \$ 56,120           Excess (Deficiency) of Revenues over Expenditures         \$ (0)         \$ (52,439)         \$ 4,472         \$ (55,328)           Net Change in Fund Balance         \$ (0)         \$ (52,439)         \$ 4,472         \$ (55,328)           Fund Balance - Beginning         \$ -         \$ 25,744	Facility Maintenance		7,500		6,875		5,079		1,796
ASCAP/BMI License Fees 500 458 - 458 Pest Control 800 800 1,335 (535)  Subtotal Amenity Center \$ 103,571 \$ 95,388 \$ 62,422 \$ 32,966  Total Operations & Maintenance \$ 292,631 \$ 268,818 \$ 201,409 \$ 67,409  Total Expenditures \$ 408,550 \$ 377,697 \$ 321,577 \$ 56,120  Excess (Deficiency) of Revenues over Expenditures \$ (0) \$ (52,439) \$ 4,472 \$ (55,328)  Net Change in Fund Balance \$ (0) \$ (52,439) \$ 4,472 \$ (55,328)	Repairs & Maintenance		10,000		9,167		-		9,167
Pest Control         800         800         1,335         (535)           Subtotal Amenity Center         \$ 103,571         \$ 95,388         \$ 62,422         \$ 32,966           Total Operations & Maintenance         \$ 292,631         \$ 268,818         \$ 201,409         \$ 67,409           Total Expenditures         \$ 408,550         \$ 377,697         \$ 321,577         \$ 56,120           Excess (Deficiency) of Revenues over Expenditures         \$ (0)         \$ (52,439)         \$ 4,472         \$ (55,328)           Net Change in Fund Balance         \$ (0)         \$ (52,439)         \$ 4,472         \$ (55,328)           Fund Balance - Beginning         \$ -         \$ 25,744	Office Supplies		200		183		-		183
Subtotal Amenity Center       \$ 103,571       \$ 95,388       \$ 62,422       \$ 32,966         Total Operations & Maintenance       \$ 292,631       \$ 268,818       \$ 201,409       \$ 67,409         Total Expenditures       \$ 408,550       \$ 377,697       \$ 321,577       \$ 56,120         Excess (Deficiency) of Revenues over Expenditures       \$ (0)       \$ (52,439)       \$ 4,472       \$ (55,328)         Net Change in Fund Balance       \$ (0)       \$ (52,439)       \$ 4,472       \$ (55,328)         Fund Balance - Beginning       \$ -       \$ 25,744	ASCAP/BMI License Fees		500		458		-		458
Total Operations & Maintenance         \$ 292,631         \$ 268,818         \$ 201,409         \$ 67,409           Total Expenditures         \$ 408,550         \$ 377,697         \$ 321,577         \$ 56,120           Excess (Deficiency) of Revenues over Expenditures         \$ (0)         \$ (52,439)         \$ 4,472         \$ (55,328)           Net Change in Fund Balance         \$ (0)         \$ (52,439)         \$ 4,472         \$ (55,328)           Fund Balance - Beginning         \$ -         \$ 25,744	Pest Control		800		800		1,335		(535)
Total Expenditures         \$ 408,550         \$ 377,697         \$ 321,577         \$ 56,120           Excess (Deficiency) of Revenues over Expenditures         \$ (0)         \$ (52,439)         \$ 4,472         \$ (55,328)           Net Change in Fund Balance         \$ (0)         \$ (52,439)         \$ 4,472         \$ (55,328)           Fund Balance - Beginning         \$ -         \$ 25,744	Subtotal Amenity Center	\$	103,571	\$	95,388	\$	62,422	\$	32,966
Total Expenditures         \$ 408,550         \$ 377,697         \$ 321,577         \$ 56,120           Excess (Deficiency) of Revenues over Expenditures         \$ (0)         \$ (52,439)         \$ 4,472         \$ (55,328)           Net Change in Fund Balance         \$ (0)         \$ (52,439)         \$ 4,472         \$ (55,328)           Fund Balance - Beginning         \$ -         \$ 25,744	Total Operations & Maintanance	¢	202 631	•	269 919	•	201 400	¢	67.409
Excess (Deficiency) of Revenues over Expenditures \$ (0) \$ (52,439) \$ 4,472 \$ (55,328)  Net Change in Fund Balance \$ (0) \$ (52,439) \$ 4,472 \$ (55,328)  Fund Balance - Beginning \$ - \$ 25,744	Total Operations & Maintenance	Ψ	272,031	φ	200,010	Ψ	201,409	Ψ	07,407
Net Change in Fund Balance         \$ (0)         \$ (52,439)         \$ 4,472         \$ (55,328)           Fund Balance - Beginning         \$ -         \$ 25,744	Total Expenditures	\$	408,550	\$	377,697	\$	321,577	\$	56,120
Net Change in Fund Balance         \$ (0)         \$ (52,439)         \$ 4,472         \$ (55,328)           Fund Balance - Beginning         \$ -         \$ 25,744									
Fund Balance - Beginning \$ - \$ 25,744	Excess (Deficiency) of Revenues over Expenditures	\$	(0)	\$	(52,439)	\$	4,472	\$	(55,328)
	Net Change in Fund Balance	\$	(0)	\$	(52,439)	\$	4,472	\$	(55,328)
	Fund Balance - Beginning	\$	-			\$	25,744		
Fund Balance - Ending \$ (0) \$ 30,216	Fund Balance - Ending	\$	(0)			\$	30,216		

## Community Development District Month to Month

	0ct	Nov	Dec	Jan	Feb	March	April	Мау	June	July	Aug	Sept	Total
Revenues:													
Special Assessments - Tax Roll	\$ - \$	20,469 \$	170,409 \$	760 \$	768 \$	- \$	4,258 \$	- \$	- \$	- \$	- \$	- \$	196,66
Special Assessments - Direct Bill	24,817	-	-	12,409	-	-	12,409	-	-	-	-	-	49,63
Developer Contributions	-	-	-	-	-	-	-	-	17,280	13,467	48,604	-	79,35
Interest Income	6	13	10	197	3	20	47	62	39	1	1	-	399
Total Revenues	\$ 24,823 \$	20,481 \$	170,419 \$	13,366 \$	771 \$	20 \$	16,714 \$	62 \$	17,319 \$	13,469 \$	48,606 \$	- \$	326,049
Expenditures:													
General & Administrative:													
Supervisors Fees	\$ 200 \$	200 \$	200 \$	200 \$	200 \$	200 \$	200 \$	200 \$	200 \$	200 \$	200 \$	- \$	2,200
FICA Taxes	15	15	15	15	15	15	15	15	15	15	15	-	168
Engineering	=	-	=	-	=	=	=	=	-	2,303	=	-	2,30
Attorney	4,288	4,712	1,617	2,776	4,459	1,681	1,046	2,061	3,730	5,087	6,705	-	38,16
Arbitrage Rebate	-	-	-	-	-	-	-	-	-	-	-	-	
Assessment Roll Administration	5,618	-	-	-	-	-	-	-	-	-	=	-	5,618
Dissemination Agent	328	328	328	328	328	328	328	328	328	328	328	-	3,60
Annual Audit	-	-	-	-	-	-	5,700	-	-	-	-	-	5,700
Trustee Fees	1,563	-	-	1,075	-	2,478	-	-	-	-	-	-	5,110
Management Fees	4,424	4,424	4,424	4,424	4,424	4,424	4,424	4,424	4,424	4,424	4,424	-	48,666
Website Maintenance	100	100	100	100	100	100	100	100	100	100	100	-	1,100
Information Technology	150	150	150	150	150	150	150	150	150	150	150	-	1,650
Telephone	33	2	14	20	1	-	-	3	-	1	-	-	7
Postage	23	5	40	2	8	5	4	28	62	2	96	-	27
Insurance General Liability	4,166	-	-	-	-	-	-	-	-	-	-	-	4,16
Printing	18	17	9	10	22	11	18	32	57	12	97	-	30
Legal Advertising	170	-	=	-	=	60	-	-	-	145	=	-	37
Other Current Charges	28	94	-	110	-	-	55	17	125	39	43	-	51
Office Supplies	0	0	0	0	0	0	0	0	0	0	0	-	
Dues, Licenses & Subscriptions	175	-	-	-	=	=	=	=	=	=	=	-	17
Total General & Administrative	\$ 21,299 \$	10,047 \$	6,896 \$	9,211 \$	9,708 \$	9,452 \$	12,041 \$	7,358 \$	9,191 \$	12,807 \$	12,158 \$	- \$	120,16
Operations & Maintenance													
Ground Maintenance													
Electric	\$ 698 \$	140 \$	191 \$	209 \$	207 \$	185 \$	168 \$	176 \$	179 \$	175 \$	176 \$	- \$	2,50
Water & Sewer/Irrigation	1,127	867	1,181	1,020	572	914	985	1,216	1,424	1,035	1,255	-	11,59
Repairs & Maintenance	-	-	394	98	15	42	2,362	38	44	716	-	-	3,709
Facility Management	625	625	625	625	625	625	625	625	625	625	625	-	6,87
Landscape - Contract	8,367	8,367	8,367	8,367	8,367	8,367	8,367	8,367	8,367	8,367	8,367	-	92,03
Landscape - Contingency	600	-	2,021	-	2,700	-	-	-	-	-	-	-	5,32
Lake Maintenance	920	920	920	920	920	920	920	920	920	920	920	-	10,120
Irrigation Repairs	-	-	-	-	-	3,108	3,719	-	-	-	-	-	6,82

## Community Development District Month to Month

	0ct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Amenity Center													
Insurance	\$ 5,981 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	3,866 \$	- \$	- \$	9,847
Internet	-	-	-	-	-	-	-	-	-	-	-	-	-
Electric	112	718	710	705	934	852	874	715	762	706	755	-	7,844
Water/Irrigation	314	360	347	323	306	311	281	284	284	287	378	-	3,475
Refuse Service	83	83	83	83	83	83	83	83	83	83	83	-	917
Access Cards	-	-	-	-	-	-	-	-	-	-	-	-	-
Janitorial Maintenance	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	-	11,000
Janitorial Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-
Pool Maintenance	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	-	13,750
Pool Chemicals	833	833	833	833	833	833	833	833	833	841	833	-	9,175
Pool Permit	-	-	-	-	-	-	-	-	-	-	-	-	-
Facility Maintenance	1,743	258	-	85	-	85	197	120	511	1,721	360	-	5,079
Repairs & Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Office Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-
ASCAP/BMI License Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Pest Control	-	-	-	-	190	190	-	190	575	-	190	-	1,335
Subtotal Amenity Center	\$ 11,317 \$	4,502 \$	4,224 \$	4,279 \$	4,596 \$	4,604 \$	4,519 \$	4,476 \$	5,299 \$	9,756 \$	4,850 \$	- \$	62,422
=													
Total Operations & Maintenance	\$ 23,654 \$	15,421 \$	17,923 \$	15,518 \$	18,002 \$	18,765 \$	21,665 \$	15,819 \$	16,857 \$	21,594 \$	16,193 \$	- \$	201,409
Total Expenditures	\$ 44,952 \$	25,468 \$	24,819 \$	24,729 \$	27,711 \$	28,217 \$	33,706 \$	23,177 \$	26,048 \$	34,401 \$	28,351 \$	- \$	321,577
Excess (Deficiency) of Revenues over Expenditures	\$ (20,130) \$	(4,987) \$	145,601 \$	(11,363) \$	(26,940) \$	(28,197) \$	(16,992) \$	(23,115) \$	(8,729) \$	(20,932) \$	20,255 \$	- \$	4,472
Net Change in Fund Balance	\$ (20,130) \$	(4,987) \$	145,601 \$	(11,363) \$	(26,940) \$	(28,197) \$	(16,992) \$	(23,115) \$	(8,729) \$	(20,932) \$	20,255 \$	- \$	4,472

#### **Community Development District**

#### **Debt Service Fund Series 2022**

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

For The Period Ending August 31, 2025

	Adopted			ated Budget	Actual			
		Budget	Thr	u 08/31/25	Thr	u 08/31/25	V	ariance
Revenues:								
Special Assessments - Tax Roll	\$	245,340	\$	245,340	\$	245,831	\$	491
Special Assessments - Direct Bill		101,507		101,507		101,507		-
Interest Income		2,000		2,000		14,195		12,195
Total Revenues	\$	348,847	\$	348,847	\$	361,532	\$	12,685
Expenditures:								
Interest - 11/1	\$	107,930	\$	107,930	\$	107,930	\$	-
Interest - 5/1		107,930		107,930		107,930		-
Principal - 5/1		130,000		130,000		130,000		-
Total Expenditures	\$	345,860	\$	345,860	\$	345,860	\$	-
Excess (Deficiency) of Revenues over Expenditures	\$	2,987	\$	2,987	\$	15,672	\$	12,685
Other Financing Sources/(Uses):								
Transfer In/(Out)	\$	-	\$	-	\$	-	\$	-
Total Other Financing Sources/(Uses)	\$	-	\$	-	\$	-	\$	-
Net Change in Fund Balance	\$	2,987	\$	2,987	\$	15,672	\$	12,685
Fund Balance - Beginning	\$	134,265			\$	310,854		
Fund Balance - Ending	\$	137,251			\$	326,526		

## **Community Development District**

## **Statement of Revenues and Expenditures**

## **Capital Projects Fund**

## For The Period Ending August 31, 2025

Description	S	E 2022
Revenues		
Interest Income:		
Construction	\$	994
Transfer In		-
Total Revenues	\$	994
<u>Expenditures</u>		
Capital Outlay	\$	171
Transfer Out		-
Total Expenditures	\$	171
Excess Revenues (Expenditures)	\$	823
Beginning Fund Balance	\$	26,914
Ending Fund Balance	\$	27,737

## **Community Development District**

### Long Term Debt Report

Series 2022, Special Assessment Refunding Bonds				
Interest Rate:		2.7% - 4.0%		
Maturity Date:		5/1/2052		
Reserve Fund Definition		50% MADS		
Reserve Fund Requirement	\$	173,408		
Reserve Fund Balance		173,408		
Bonds outstanding - 2/10/2022			\$	6,190,000
Less: May 1, 2023 (Mandatory)				(125,000)
Less: May 1, 2024 (Mandatory)				(125,000)
Less: May 1, 2025 (Mandatory)				(130,000)
Current Bonds Outstanding			\$	5,810,000

# ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT Fiscal Year 2025 Assessments Receipts Summary

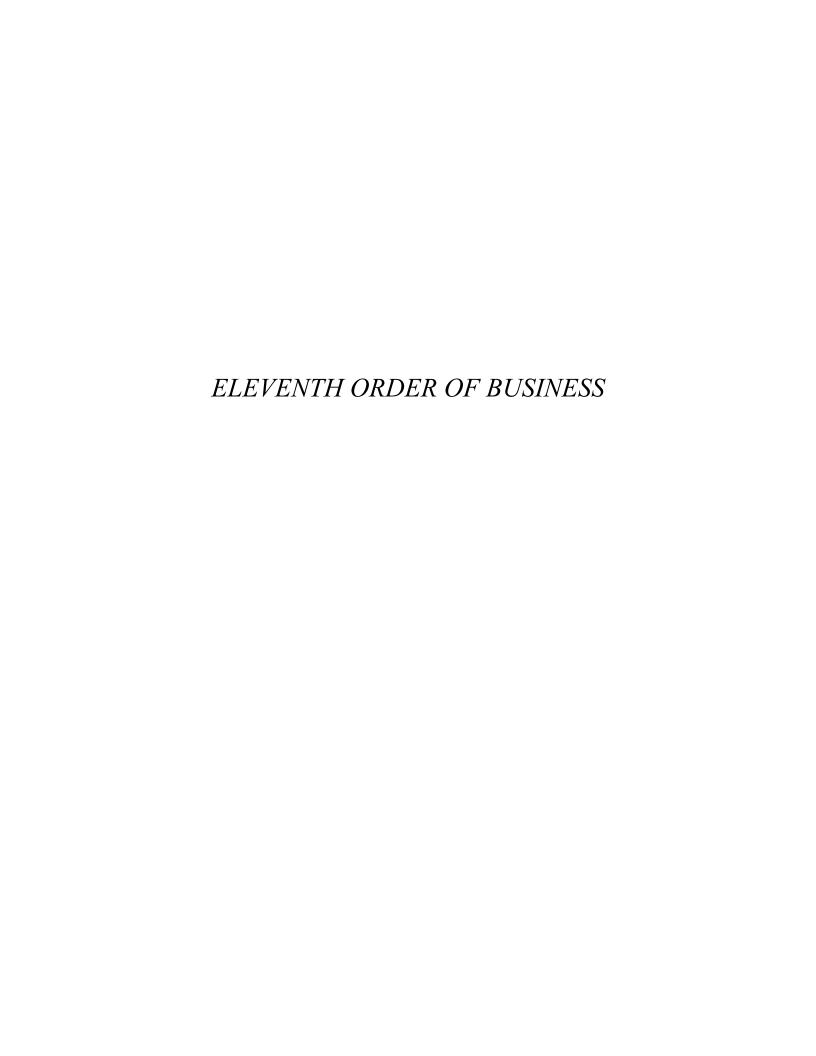
	UNITS	SERIES 2022	FY25 O&M	
ASSESSED	ASSESSED	DEBT ASSESSED	ASSESSED	TOTAL ASSESSED
KB HOMES (1)	108	101,506.83	49,634.27	151,141.09
TOTAL DIRECT INVOICES (1)	108	101,506.83	49,634.27	151,141.09
ASSESSED REVENUE TAX ROLL	261	245,340.00	196,272.00	441,612.00
TOTAL ASSESSED	369	346,846.83	245,906.27	592,753.09

		SERIES 2022	O&M	
DUE / RECEIVED	<b>BALANCE DUE</b>	DEBT RECEIVED	RECEIVED	TOTAL RECEIVED
KB HOMES (1)	(0.01)	101,506.83	49,634.27	151,141.10
TOTAL DIRECT RECEIVED	(0.01)	101,506.83	49,634.27	151,141.10
TAX ROLL DUE / RECEIVED	-	245,830.61	196,664.49	442,495.10
TOTAL DUE / RECEIVED	(0.01)	347,337.44	246,298.76	593,636.20

(1) Direct Assessments are due: 50% due 12/1/24 and 25% due 2/1/25 and 5/1/25

SUMMARY OF TAX ROLL RECEIPTS						
	DATE	SERIES 2022				
CLAY COUNTY DISTRIBUTION	RECEIVED	DEBT RECEIVED	O&M RECEIVED	TOTAL RECEIVED		
1	11/7/2024	184.27	147.42	331.69		
2	11/13/2024	1,881.60	1,505.28	3,386.88		
3	11/26/2024	23,520.00	18,816.00	42,336.00		
4	12/6/2024	109,132.80	87,306.24	196,439.04		
5	12/19/2024	103,878.78	83,103.03	186,981.81		
6	1/27/2025	950.60	760.48	1,711.08		
7	2/6/2025	960.40	768.32	1,728.72		
8	3/8/2025	-	-	-		
9	4/7/2025	4,312.76	3,450.20	7,762.96		
10	5/6/2025	1,009.40	807.52	1,816.92		
11	6/6/2025	-	-	-		
TAX CERTIFICATES	6/17/2025	-	-	-		
		-	-			
		-	-			
		-	-			
		-	-			
		-	<u>-</u>			
TOTAL RECEIVED TAX ROLL		245,830.61	196,664.49	442,495.10		

PERCENT COLLECTED	2022	O&M	TOTAL
% COLLECTED DIRECT BILL	100.00%	100.00%	100.00%
% COLLECTED TAX ROLL	100.20%	100.20%	100.20%
TOTAL PERCENT COLLECTED	100.14%	100.16%	100.15%



# **Anabelle Island**

# Community Development District

### Check Run Summary August 31, 2025

Fund	Date	Check No.	Amount
Payroll	8/21/25	500032	\$ 184.70
		Subtotal	\$ 184.70
General Fund			
	8/8/25	283-288	\$ 17,478.94
	8/13/25	289	3,866.00
	8/28/25	290-295	25,338.27
		Subtotal	\$ 46,683.21
Total			\$ 46,867.91

AICD ANABELLE ISLAN DLAUGHLIN

RUN 8/21/25 PAGE

PAYROLL CHECK REGISTER EMPLOYEE NAME

EMP #

CHECK #

PR300R

CHECK DATE

CHECK

184.70 8/21/2025

2 ROSE S BOCK

50032

TOTAL FOR REGISTER

184.70

# **ATTENDANCE SHEET**

District:	Anabelle	Island					
Meeting Date:	August 20, 2025						
	Supervisor	In Attendance	Fees				
1.	Sarah Milner		NO				
2.	Derek Citino		NO				
3.	Darren Gowens		ИО				
4.	Marcus Martinez		МО				
5.	Rose Bock		\$200				
District Manage	r: Moult	Aug 2	0, 2025				

PLEASE RETURN COMPLETED FORM TO OKSANA KUZMUK

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 9/05/25 PAGE 1

\*\*\* CHECK DATES 08/01/2025 - 08/31/2025 \*\*\* ANABELLE ISLAND - GENERAL FUND BANK A ANABELLE - GENERAL

	B.	ANK A ANABELLE - GENERAL			
CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT#	VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
8/08/25 00005	7/15/25 2027-1-1 202507 310-51300- PROF SRVCS THUR 7/5/2025		*	2,303.40	2,303.40 000283
8/08/25 00007	7/17/25 28604 202507 320-57200- FY25 INSURANCE ADDITIONS	45000 EGIS INSURANCE ADVISORS, LLC	*	5,787.00	5,787.00 000284
	7/17/25 28604 202507 320-57200- FY25 INSURANCE ADDITIONS		V	37737733	5 505 00 000004
		EGIS INSURANCE ADVISORS, LLC			5,787.00-000284
	7/18/25 95 202506 320-57200- FACILITY MAINTENANCE	45400	*	905.36	
		GOVERNMENTAL MANAGEMENT SERVICES			905.36 000285
8/08/25 00011	7/12/25 12549 202506 310-51300- JUN GENERAL COUNSEL	31500	*	5,087.18	
		KILINSKI VAN WYK PLLC			5,087.18 000286
8/08/25 00013	7/02/25 158818 202507 320-57200- JUL LANDSCAPE MAINTENANCE	43400	*	8,367.00	
		FLORIDA ULS OPERATING LLC			8,367.00 000287
9/09/25 00021	6/20/25 23770 202506 320-57200-		 *	816.00	
0/00/23 00021	BACKFLOW REPAIRS/TEST				
		BOBS BACKFLOW & PLUMBING SERVICES			816.00 000288
8/13/25 00007	8/11/25 28604 202507 320-57200-	45000	*	3,866.00	
	FY25 INSURANCE ADDITIONS			•	2 066 00 00000
		EGIS INSURANCE ADVISORS, LLC			3,866.00 000289
8/28/25 00001	8/13/25 98 202507 320-57200- FACILITY MAINTENANCE	45400	*	360.00	
		GOVERNMENTAL MANAGEMENT SERVICES			360.00 000290
8/28/25 00001	8/01/25 96 202508 310-51300-	34000	*	4,424.17	
	AUG MANAGEMENT FEES 8/01/25 96 202508 310-51300-		*	100.00	
	AUG WEBSITE ADMIN 8/01/25 96 202508 310-51300-	35100	*	150.00	
	8/01/25 96 202508 310-51300-		*	327.75	
	AUG DISSEMINATION SVCS 8/01/25 96 202508 310-51300- OFFICE SUPPLIES	51000	*	.48	

AICD ANABELLE ISLAN OKUZMUK

AP300R YEAR-TO-DATE *** CHECK DATES 08/01/2025 - 08/31/2025 ***	ACCOUNTS PAYABLE PREPAID/COMPUTER ANABELLE ISLAND - GENERAL FUND BANK A ANABELLE - GENERAL	CHECK REGISTER	RUN 9/05/25	PAGE 2
CHECK VEND#INVOICEEXPENSED TO DATE DATE INVOICE YRMO DPT ACCT#	. VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
8/01/25 96 202508 310-51300- POSTAGE	-42000	*	95.71	
8/01/25 96 202508 310-51300-		*	96.75	
	GOVERNMENTAL MANAGEMENT SERVICE	S 		5,194.86 000291
8/28/25 00001 8/01/25 97 202508 320-57200- AUG CONTRACT ADMIN		*	625.00	
8/01/25 97 202508 320-57200-	-45600	*	83.33	
8/01/25 97 202508 320-57200		*	1,000.00	
AUG JANITORIAL SERVICES 8/01/25 97 202508 320-57200	-46200	*	1,250.00	
AUG POOL MAINTENANCE 8/01/25 97 202508 320-57200	-46210	*	833.33	
AUG POOL CHEMICALS	GOVERNMENTAL MANAGEMENT SERVICE	S		3,791.66 000292
8/28/25 00011 8/11/25 12790 202507 310-51300- JUL GENERAL COUNSEL		*	6,704.75	
JUL GENERAL COUNSEL	KILINSKI VAN WYK PLLC			6,704.75 000293
8/28/25 00015 8/01/25 295884B 202508 320-57200	-44400	*	920.00	
AUG LAKE MAINIENANCE	THE LAKE DOCTORS			920.00 000294
8/28/25 00013 8/01/25 163113 202508 320-57200 AUG LANDSCAPE MAINTENANCI	-43400	*	8,367.00	
AUG LANDSCAPE MAINTENANCE				8,367.00 000295
	TOTAL FOR BA	NK A	46,683.21	
	TOTAL FOR RE	GISTER	46,683.21	

AICD ANABELLE ISLAN OKUZMUK



### Dunn & Associates, Inc.

2509 7th Ave S

Birmingham, AL 35233

INVOICE

Invoice Number:

2027-1-1

Date: Ju

July 15, 2025

Project Number: Payment Terms:

2027-1 Net 30

Anabelle Island CDD

Attn: Sarah Sweeting

c/o Govermental Management Services, LLC

475 West Town Place, Suite 114

St. Augustine, FL 32092

Anabelle Island CDD

For Professional Services Rendered Through: July 05, 2025

Work this period consists of project discussion with district council, Russell Rd signal discussions and Block Island utility easement discussions. Road flooding discussions, site visit, and contractor work discussions.

#### Professional Services

General District Engineer Services

		Hours	Rate	Amount	
Administrative Specialist		.25	55.00	<b>\$</b> 13.75	
Engineer III		3.25	150.00	<b>\$</b> 487.50	
Engineer IV		9.75	175.00	<b>\$</b> 1,706.25	
Š	Subtotal	13.25		<b>\$</b> 2,207.50	
			Phase Subtotal		\$ 2,207.50
Public Facilites Report					
Billing Limits		Current	Prior	Total	
Total Billings		\$ 0.00	\$ 0.00	\$ 0.00	
Limit				\$3,500.00	
Remaining				<b>\$</b> 3,500.00	
			Phase Subtotal		\$ 0.00

Underdrain and Drainage Review

Dilling Limits

Billing Limits

Total Billings

Limit

Current \$0.00

Prior \$0.00

Total

\$ 0.00

\$ 2,500.00 \$ 2,500.00

Phase Subtotal

\$ 0.00

Professional Services Subtotal

\$2,207.50

Reimbursable Expenses

Remaining

Reimbursable Expenses

Mileage - 50 Miles (CDD meeting attendance) Mileage - 29 Miles (CDD Site Visit)

Mileage - 58 Miles (Investigating road flooding issues)

Subtotal

Amount

\$ 35.00 \$ 20.30

\$ 20.30 \$ 40.60

\$ 95.90

Phase Subtotal

\$95.90

Reimbursable Expenses Subtotal

\$95.90

Invoice Total

\$2,303.40

### Governmental Management Services, LLC 475 West Town Place, Suite 114 St. Augustine, FL 32092

# invoice

invoice #: 98

Invoice Date: 7/18/25

Due Date: 7/18/25

Cate:

P.O. Mumber:

Bill To:

Anabelle Island CDD 475 West Town Place Suite 114 St. Augustine, Fl. 32092

Description	Hours/Qty	Rate	Amount
Facility Maintenance June 1 - June 30, 2025 Maintenance Supplies	19	40.00 145.36	760,00 145.36
		F # 2	
FACILITY MAINT	man controller can be a second		
1- 57200 -320 -46100		a model of the property of the	
\$ 905.34	al a mily many many many many many many many man		
		and the second of the second o	
	The state of the s	Annatoria (CC m 1999)	
7/8/25	ما معال المعاملة والمعاملة والمارة وال	ag a alian 1 hamil a di unu a da 'Amanda anno aliang a	Annual and the second s
	Total	and the second of the second of the second	\$905.38
_	Paymen	ts/Credits	00.00
alism Mossing	Salancs	: Due	\$905.36
alison Mossing 7-21-25	g a piermenne ar f graphenne Bereitschaft für der V		

# ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT MAINTENANCE BILLABLE HOURS FOR THE MONTH OF JUNE 2025

<u>Date</u>	<u>Hours</u>	Employee	<u>Description</u>
6/4/25	1.5	A.A.	Installed new sign on dog park, installed two signs on playground, removed
			debris around community, checked and changed trash receptacles, straightened pool furniture
6/4/25	1.5	C.W.	Installed new signs for playground and dog park, removed debris around
			amenity center, checked and changed trash receptacles, straightened pool fumiture
6/11/25	1	A.A.	Straightened pool furniture, removed debris around community, checked and
			changed trash receptacles
6/11/25	1	C.W.	Removed debris around community, checked and changed trash receptacles, straightened pool fumiture
6/20/25	1	A.A.	Installed reflector lights at gate entrance from Russell Road, removed debris
0.000.00			around amenity center and community, checked and changed trash receptacles
6/20/25	1	C.W.	Assisted with install of reflector lights at gate entrance from Russell Road, removed
			debris around amenity center and community, checked and changed trash receptacles
6/25/25	5	A.A.	Pressure washed all patio furniture and walls around the two tables in covered
			area, removed debris around amenity center and community, checked and changed trash receptacles
6/25/25	5	C.W.	Pressure washed all patio furniture and walls around the two tables in covered
			area, checked and changed trash receptacles, removed debris around amenity center and community
6/27/25	1	A.A.	Straightened pool fumiture, removed debris around amenity and community,
			checked and changed trash receptacles, emptied and restocked dog waste receptacles
6/27/25	1	C.W.	Checked and changed trash receptacles, emptied and restocked dog waste
			receptacles, arranged pool deck fumiture, removed debris around amenity
			center and community
TOTAL.	19		
MILES	0		*Mileage is reimbursable per section 112.061 Florida Statutes Mileage Rate 2009-0.445

# MAINTENANCE BILLABLE PURCHASES

### Period Ending 7/05/25

DISTRICT	DATE	SUPPLIES	PRICE	<u>EMPLOYEE</u>
ANABELLE ISLAND				
	5/23/25	Trash Bags	19.53	F.O.
	5/26/25	Swim At Own Risk Sign	19.54	F.O.
	5/26/25	Playground Sign	21.84	F.O.
	5/26/25	Dog Park Sign	31.04	F.O.
	6/10/25	Tollet Paper	30.85	F.O.
	6/19/25	Reflector Markers	22.56	F.O.
			TOTAL \$145.36	



### INVOICE

Invoice # 12549 Date: 07/12/2025 Due On: 08/11/2025

# Kilinski | Van Wyk PLLC

P.O. Box 6386 Tallahassee, Florida 32314 United States

Anabelle Island CDD 475 West Town Place Suite 114 St. Augustine, Florida 32092

### **Statement of Account**

	Outstanding Balance		New Charges		Payments Received		Total Amount Outstanding
(	\$3,729.85	+	\$5,087.18	) - (	\$0.00	) =	\$8,817.03

#### AICDD-01

#### Anabelle Island - General Counsel

Туре	Attorney	Date	Notes	Quantity	Rate	Total
Service	НМ	06/01/2025	Analyze email communications between engineer and Clay County Utility Authority regarding need for CDD to grant easement for utilities outside of right of way.	0.40	\$325.00	\$130.00
Service	CL	06/02/2025	Confer with M. Hotaling re: appraisal proposal.	0.20	\$285.00	\$57.00
Service	CL	06/04/2025	Confer with M. Hotaling re: appraisal.	0.10	\$285.00	\$28.50
Service	CL	06/05/2025	Review draft agenda letter; Confer with K. Beach re: the same.	0.10	\$285.00	\$28.50
Service	CL	06/06/2025	Draft memorandum concerning sale of real property by a district.	0.40	\$285.00	\$114.00
Service	CL	06/09/2025	Confer with Lampe Roy re: appraisal; Revise meeting minutes from May meeting to ensure accuracy; Draft memorandum outlining process to sell Tract 89.	1.00	\$285.00	\$285.00
Service	CL	06/10/2025	Finalize memorandum outlining	1.60	\$285.00	\$456.00

			process to sell Tract 89.			
Service	CL	06/11/2025	Confer with K. Beach re: FY26 deficit funding agreement.	0.10	\$285.00	\$28.50
Service	CL	06/12/2025	Review financing documents related to relevant portion of stormwater improvements on Tract 89; Revise Tract 89 memorandum accordingly.	2.00	\$285.00	\$570.00
Service	CL	06/13/2025	Confer with D. Taylor re: Tract 89 sale; Revise memorandum re: the same.	1.80	\$285.00	\$513.00
Service	CL	06/13/2025	Search Clay County public records for supporting development order and plans; Review Asbury Lake master plan.	1.20	\$285.00	\$342.00
Service	RVW	06/13/2025	Analyze issues related to sale of landscape tract.	0.40	\$325.00	\$130.00
Service	НМ	06/15/2025	Correspondence with David Taylor regarding Easement information and need to include for approval on next available Board meeting agenda.	0.20	\$325.00	\$65.00
Service	CL	06/16/2025	Confer with D. Taylor re: tract 89 sale; Revise memo re the same; Confer with M. Giles re: the same.	1.00	\$285.00	\$285.00
Service	CL	06/17/2025	Review correspondence form resident concerning status of underdrain system installation; Confer with M. Giles re: budget; Draft assessment resolution; Draft appropriations resolution; Review proposed FY26 deficit funding agreement for accuracy.	1.10	\$285.00	\$313.50
Service	JK	06/17/2025	Review Windsor Lakes Way correspondence and confer with staff on same	0.20	\$325.00	\$65.00
Service	CL	06/18/2025	Review correspondence re: flooding issue in District; Confer with T. Bramwell re: master trust indenture provision re: sale of property; Prepare for and attend Board of Supervisor meeting.	4.50	\$285.00	\$1,282.50
Expense	KB	06/18/2025	Travel: Travel - CL.	54.00	\$0.67	\$36.18
Service	JK	06/24/2025	Review easement; update same; confer with Taylor	0.30	\$325.00	\$97.50
Service	JK	06/27/2025	Field call on pond construction matters and easement status; review	0.40	\$325.00	\$130.00

			ROW information; confer re: towing options			
Service	JK	06/30/2025	Analyze correspondence from CCUA/ adjacent property owner Hart for multiple easements and begin review of same	0.30	\$325.00	\$97.50
Service	LG	06/30/2025	Review and revise materials necessary for implementation of 2025 legislative changes.	0.10	\$325.00	\$32.50
					Total	\$5,087.18

Please make all amounts payable to: Kilinski | Van Wyk PLLC

Please pay within 30 days.



12276 San Jose Blvd. Suite 747 Jacksonville, FL 32223

### Invoice 158818

Date	PO#
07/02/25	
Due Date	Terms
8/1/25	Net 30

#### BILL TO

Anabelle Island CDD Landscape Maintenance 2024 (JXM)

Governmental Management Service 475 WEst Town Place Suite 114 St. Augustine, FL 32092

#### Phoperty Address

Anabelle Island CDD Landscape Maintenance 2024 (JXM) 2409 Dallas Crk Ln Green Cove Springs, FL 32043

ltem

Job #152172 - Anabelle Island CDD Landscape Maintenance July 2025

\$8,367.00

Phase IA	Monthly	Yearly
Core Maintenance Includes Mowing, Edging, Weed-eating, Debris Blowing, Shrub Pruning, Small Tree Pruning (up to 10 ft.), Rejuvenation Pruning (native grass), Weeding & Cleanup	\$2,565	\$30,780
Fertilization & Chemical Treatments Includes Palm & Shrub Fertilization, Turf Fertilization & Pest Control Applications	\$279	\$3,348
Irrigation Inspections Includes Adjusting Heads and Nozzles, Seasonal Clock Adjustments, with Monthly Reports	\$65	\$780
Total for Landscape Maintenance	\$2,909	\$34,908

Phase IB	Monthly	Yearly
Core Maintenance Includes Mowing, Edging, Weed-eating, Debris Blowing, Shrub Pruning, Small Tree Pruning (up to 10 ft.), Rejuvenation Pruning (native grass), Weeding & Cleanup	\$2,958	\$35,496
Fertilization & Chemical Treatments Includes Palm & Shrub Fertilization, Turf Fertilization & Pest Control Applications	\$702	\$8,424
Irrigation Inspections Includes Adjusting Heads and Nozzles, Seasonal Clock Adjustments, with Monthly Reports	\$370	<b>\$4,4</b> 40
Total for Landscape Maintenance	\$4,030	\$48,360

Amenity Center	Monthly	Yearly
Core Maintenance Includes Mowing, Edging, Weed-eating, Debris Blowing, Shrub Pruning, Small Tree Pruning (up to 10 ft.), Rejuvenation Pruning (native grass), Weeding & Cleanup	\$838	\$10,056
Fertilization & Chemical Treatments Includes Palm & Shrub Fertilization, Turf Fertilization & Pest Control Applications	\$192	\$2,304
Irrigation Inspections Includes Adjusting Heads and Nozzles, Seasonal Clock Adjustments, with Monthly Reports	\$154	\$1,848
Total for Landscape Maintenance	\$1,184	\$14,208

plus 3% increase

Thank you for your business.

REMIT PAYMENT TO: United Land Services 12276 San Jose Blvd Suite 747 Jacksonville FL 32223

Subtotal	\$8,367.00
Sales Tax	\$0.00
Total	\$8,367.00
Credits/Payments _	(\$0.00)
Balance Due	\$8.367.00

### **Bob's Backflow & Plumbing Services**

4640 Subchaser Ct., Ste 113 Jacksonville, FL 32244

# PAST DUE

Invoice

23770 Invoice Date

6/20/2025

#### **Job Location**

Anabelle Island 2355 Dallas Creek lane Green Cove Springs, FL 32043

Bill To

Anabelle Island Governmental Mgmt Svcs Inc 475 West Town Place Suite 114 St Augustine, FL 32092

### Bob's Backflow & Plumbing Services 4640 Subchaser Ct., Ste 113 Jacksonville, FL 32244

Phone # (904) 268-8009

Fax # (904) 292-4403

P.O. Number	Terms	Due Date
	Net 30	7/20/2025

Description	Quantity	Price Each	Amount
1-1/2" Wilkins 975 XL2 S#:ACQ7187 Labor to remove the #1 check valve and rebuild the relief valve, clean, flush, test, and certify. Insulate the backflow preventer and	2.5	100.00	250.00
risers. Wilkins RK114-975RV 975 Relief Valve Kit 1 1/4'-2' Insulation to protect the device against future freeze damage. Backflow Test: Backflow Test/ Certified and submitted to proper Water Utility Provider - pASSED Device Subtotal	1 1 1 1	88.00 70.00 0.00	88.00 70.00 0.00 408.00
ACQ1308 Syncta ID: Size: 1-1/2" Make: Wilkins Model: 975 XL2  Labor to remove the #1 check valve and rebuild the relief valve, clean, flush, test, and certify. Insulate the backflow preventer and risers.  Wilkins RK 114-975RV 975 Relief Valve K it 1.1/4-2"	2.5	100.00	250.00 88.00
Insulation to protect the device against future freeze damage.  Backflow Test: Backflow Test/ Certified and submitted to proper Water Utility Provider - PASSED  Device Subtotal	1	70.00	70.0 0.0 408.0
RECEIVED			
By Tara Lee at 9:51 am, Aug 08, 2025	or and a second		
	1-1/2" Wilkins 975 XL2 S#:ACQ7187 Labor to remove the #1 check valve and rebuild the relief valve, clean, flush, test, and certify. Insulate the backflow preventer and risers.  Wilkins RK114-975RV 975 Relief Valve Kit 1 1/4'-2' Insulation to protect the device against future freeze damage. Backflow Test: Backflow Test/ Certified and submitted to proper Water Utility Provider - pASSED Device Subtotal  ACQ1308 Syncta ID: Size: 1-1/2" Make: Wilkins Model: 975 XL2 Labor to remove the #1 check valve and rebuild the relief valve, clean, flush, test, and certify. Insulate the backflow preventer and risers.  Wilkins RK114-975RV 975 Relief Valve Kit 1 1/4'-2' Insulation to protect the device against future freeze damage. Backflow Test: Backflow Test/ Certified and submitted to proper Water Utility Provider - PASSED Device Subtotal	1-1/2" Wilkins 975 XL2 S#:ACQ7187 Labor to remove the #1 check valve and rebuild the relief valve, clean, flush, test, and certify. Insulate the backflow preventer and risers.  Wilkins RK114-975RV 975 Relief Valve Kit 1 1/4'-2' Insulation to protect the device against future freeze damage. Backflow Test: Backflow Test/ Certified and submitted to proper Water Utility Provider - pASSED Device Subtotal  ACQ1308 Syncta ID: Size: 1-1/2" Make: Wilkins Model: 975 XL2 Labor to remove the #1 check valve and rebuild the relief valve, clean, flush, test, and certify. Insulate the backflow preventer and risers.  Wilkins RK114-975RV 975 Relief Valve Kit 1 1/4'-2' Insulation to protect the device against future freeze damage. Backflow Test: Backflow Test/ Certified and submitted to proper Water Utility Provider - PASSED Device Subtotal	1-1/2" Wilkins 975 XL2 S#:ACQ7187  Labor to remove the #1 check valve and rebuild the relief valve, clean, flush, test, and certify. Insulate the backflow preventer and risers.  Wilkins RK114-975RV 975 Relief Valve Kit 1 1/4'-2' Insulation to protect the device against future freeze damage.  Backflow Test: Backflow Test/ Certified and submitted to proper Water Utility Provider - pASSED Device Subtotal  ACQ1308 Syncta ID: Size: 1-1/2" Make: Wilkins Model: 975 XL2  Labor to remove the #1 check valve and rebuild the relief valve, clean, flush, test, and certify. Insulate the backflow preventer and risers.  Wilkins RK114-975RV 975 Relief Valve Kit 1 1/4'-2' Insulation to protect the device against future freeze damage.  Backflow Test: Backflow Test/ Certified and submitted to proper Water Utility Provider - PASSED Device Subtotal  RECEIVED

This invoice is PAST DUE. Please remit payment at your earliest convenience.

Please make checks payable to Bob's Backflow and include your invoice number.

······································	
Total	\$816.00
Payments/Credits	\$0.00
Balance Due	\$816.00



Anabelle Island Community Development District c/o Government Management Services, LLC 475 West Town Place, Suite 114 St. Augustine, FL 32092

## **STATEMENT**

Customer	Anabelle Island Community Development District	1119
Date	08/11/2025	
Customer Service	Kristina Rudez	
Page	1 of 1	

Statement Total	3,866.00
Payment Amount	
Payment For:	

Thank You

Please detach and return with payment

ivoice	Transaction Date	Description	Amount	Sub-Total
		Policy #100124835 10/01/2024 - 10/01/2025		
	•	Florida Insurance Alliance		
28604	07/17/2025	Effective: 07/16/2025 Package - Post Site Visit Additions Invoice Balance	5,787.00	5,787.0
28795	08/11/2025	Effective: 08/07/2025 Package - Decreased Property Values Invoice Balance	-1,921.00	-1,921.0
				Statement Total 3,866.0

<b>Less than 0</b>	<b>0 to 30 Days</b>	<b>31 to 60 Days</b>	<b>61 to 90 Days</b>	Over 90 Days
0.00	3,866.00	0.00	0.00	0.00
Egis Insurance & Risk Advisors 250 International Parkway Suite 260 Lake Mary, FL 32746			(321)233-9939	<b>Date</b> 08/11/2025

Thank you

# Governmental Management Services, LLC

475 West Town Place, Suite 114 St. Augustine, FL 32092

# invoice

Invoice #: 98 invoice Date: 8/13/25

Due Date: 8/13/25

Case:

P.O. Number:

#### Bill To:

Anabelle Island CDD 475 West Town Place Suite 114 St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Facility Maintenance July 1 - July 31, 2025	9	40.00	360.00
	And the state of t	gia, gramma, y	
	er en		
FACILITY MAINT	100 miles		
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-320-57200-45400			
	d decimanda de la companya de la com		
		40,444	
8/14/25			
	Total	निर्मान के प्रत्याचीता संस्थानन करते हैं है जिसके क्षेत्र के क्षेत्र के किए क्षेत्र के किए क्षेत्र के किए क्ष	\$360.00
alisa Morning 8-15-25	Payments/0	redits	\$0.00
	Salance Du	ê	\$360.00

# ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT MAINTENANCE BILLABLE HOURS FOR THE MONTH OF JULY 2025

Date	<u>Hours</u>	Employee	<u>Description</u>
7/2/25	1.5	A.A.	Give access for camera and access control repair person, removed debris from amenity center, playground and dog park entrance, checked and changed trash receptacles, arranged pool deck furniture, emptied and restocked dog receptacles
7/2/25	1.5	C.W.	Removed debris from amenity center, playground and dog park entrance, checked and changed trash receptacles, arranged pool deck furniture, emptied and restocked dog receptacles, give access for camera and access control repair person
7/9/25	1	A.A.	Straightened pool furniture, removed debris around community, checked and changed trash receptacles, emptied and restocked dog waste receptacles
7/9/25	1	C.W.	Removed debris around community, checked and changed trash receptacles, emptied and restocked dog waste receptacles, straightened pool furniture
7/16/25	1	A.A.	Straightened pool furniture, removed debris around community, checked and changed trash receptacles, emptied and restocked dog waste receptacles
7/16/25	1	C.W.	Removed debris around community, checked and changed trash receptacles, emptied and restocked dog waste receptacles, straightened pool furniture
7/23/25	1	A.A.	Cleaned trash cans, straightened pool furniture, removed debris around community, checked and changed trash receptacles, emptied and restocked dog waste receptacles
7/23/25	1	C.W.	Washed out bug infested trash can, removed debris around community, checked and changed trash receptacles, emptied and restocked dog waste receptacles, straightened pool furniture
TOTAL	9	<del>.</del> =	
MILES	0	- =	*Mileage is reimbursable per section 112.061 Florida Statutes Mileage Rate 2009-0.445

# Governmental Management Services, LLC

475 West Town Place, Suite 114 St. Augustine, FL 32092

# Invoice

Invoice #: 96
Invoice Date: 8/1/25

Due Date: 8/1/25

Case:

P.O. Number:

Payments/Credits

**Balance Due** 

\$0.00

\$5,194.86

#### Bill To:

Anabelle Island CDD 475 West Town Place Suite 114 St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Management Fees - August 2025		4,424.17	4,424.17
Website Administration - August 2025		100.00	100.00
Information Technology - August 2025		150.00	150.00
Dissemination Agent Services - August 2025		327.75	327.75 0.48
Office Supplies		0.48 95.71	95.71
Postage		96.75	96.75
Copies		90.73	30.73
		Ī	
		***************************************	
	Marie Strategy and Contract Co		A CONTRACTOR OF THE PROPERTY O
	Total		\$5,194.86

### Governmental Management Services, LLC

475 West Town Place, Suite 114 St. Augustine, FL 32092

# Invoice

Invoice #: 97
Invoice Date: 8/1/25

Due Date: 8/1/25

Case: P.O. Number:

#### Bill To:

Anabelle Island CDD 475 West Town Place Suite 114 St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Contract Administration - August 2025 Refuse (Trash) - August 2025 Janitorial - August 2025 Pool Maintenance - August 2025 Pool Chemicals - August 2025	Hours/Gty	625.00 83.33 1,000.00 1,250.00 833.33	625.00 83.33 1,000.00 1,250.00 833.33
Wison Morning 8-6-25			

Total	\$3,791.66
Payments/Credits	\$0.00
Balance Due	\$3,791.66



# INVOICE

Invoice # 12790 Date: 08/11/2025 Due On: 09/10/2025

# Kilinski | Van Wyk PLLC

P.O. Box 6386 Tallahassee, Florida 32314 United States

Anabelle Island CDD 475 West Town Place Suite 114 St. Augustine, Florida 32092

### **Statement of Account**

	Outstanding Balance		New Charges		Payments Received	Total Amount Outstanding
(	\$5,087.18	+	\$6,704.75	) - (	\$0.00	) = \$11,791.93

### AICDD-01

#### Anabelle Island - General Counsel

Type	Attorney	Date	Notes	Quantity	Rate	Discount	Total
Service	CL	07/01/2025	Strategize concerning blocked drainage easements in the District; Confer with D. Taylor re: the same.	0.40	\$285.00	50.0%	\$57.00
Service	JK	07/01/2025	Review easement impediments and confer with staff on options for same	0.20	\$325.00	-	\$65.00
Service	CL	07/02/2025	Review correspondence re: improvements located in drainage improvements.	0.10	\$285.00	-	\$28.50
Service	SR	07/02/2025	Draft letter demanding the removal of fencing for multiple lots and review easement.	0.30	\$285.00	-	\$85.50
Service	JK	07/02/2025	Review easement encroachment notice and provide comments to	0.20	\$325.00	-	\$65.00

			same				
Service	JK	07/03/2025	Continue analyzing easements in property that are impeded by homeowners; analyze County correspondence on easements	0.30	\$325.00	-	\$97.50
Service	CL	07/09/2025	Review and revise minutes from June meeting; Revise easements for Clay County; Review engineer's certificate for improvements; Review work authorization for engineering services.	2.70	\$285.00	-	\$769.50
Service	SR	07/09/2025	Review letter demanding the removal of fencing.	0.20	\$285.00	-	\$57.00
Service	JK	07/09/2025	Analyze and edit two county easements for perpetual use of CDD property; review engineering scope and provide insurance and related analysis on same; review notice of resignation; review agenda materials and budget document status; update status of fence encroachment letters	1.00	\$325.00	-	\$325,00
Service	JK	07/10/2025	Confer with Taylor re: CCUA and County easement overlap and options for same; research encroachments; update policy on same; review agenda materials and provide edits to same; update letter to homeowners on encroachments and confer with engineer on options for same	1.10	\$325.00	-	\$357.50
Service	SR	07/10/2025	Review district plat, look up Clay County property records, draft demand letter.	0.30	\$285.00	-	\$85.50
Service	CL	07/10/2025	Revise letters re: removal of fence; Confer with D.	1.40	\$285.00	-	\$399.00

			Taylor re: remaining obstructions in drainage easements; Confer with M. Giles re: the same.				
Service	LG	07/10/2025	Prepare draft of resolution setting hearing on updated Rules of Procedure and notices of rulemaking and rule development.	0.10	\$325.00	-	\$32.50
Service	CL	07/11/2025	Revise utility easements; Confer with D. Taylor re: the same.	0.50	\$285.00	-	\$142.50
Service	CL	07/12/2025	Review public facilities report; Confer with D. Taylor re: the same.	0.80	\$285.00	-	\$228.00
Service	JK	07/12/2025	Review public facilities report and updates to same	0.20	\$325.00	-	\$65.00
Service	CL	07/14/2025	Review correspondence from D. Kio re: fence in easement.	0.10	\$285.00	-	\$28.50
Service	CL	07/15/2025	Review HOA declarations re: fence approvals; Confer with M. Giles re: the same; Review HOA violation notices to owners of fences in easements.	0.50	\$285.00	-	\$142.50
Service	CL	07/16/2025	Revise public facilities report; Prepare for and attend Board of Supervisors meeting.	4.50	\$285.00	-	\$1,282.50
Service	CD	07/16/2025	Review and respond to email from District Staff regarding board meeting; Research Agenda for new supervisor appointment seat; Research website; Create New Supervisor Notebook; Revise Obligations and Memos; Prepare Index for Notebook; Draft New Supervisor letter; Research Florida Statutes for Chapter 112, Part III and Download same; Transmit proposed	1.80	\$185.00	-	\$333.00

			Notebook and letter to District Staff.				
Expense	KB	07/16/2025	Travel: Mileage - CL.	54.00	\$0.70	-	\$37.80
Service	JK	07/17/2025	Call from Hart; review easements and updates to same; review legals; review easement impairments in CDD property	0.50	\$325.00	-	\$162.50
Service	CL	07/18/2025	Confer with D. Taylor re: easements throughout the district; Confer with M. Giles re: work authorization for easement survey; Revise easements to the County for traffic signalization.	0.90	\$285.00	70.0%	\$76.95
Service	JK	07/18/2025	Call with D. Taylor regarding easement status, legals, CCUA impacts on County request and language/ reroute of improvements; coordinate on easement impairments in community for CDD stormwater maintenance and develop plan of action with engineer/staff	0.60	\$325.00	-	\$195.00
Service	JK	07/20/2025	Review CCUA and County easements (four) and provide final review; confer with master developer Hart on changes to same and transmit	0.40	\$325.00	-	\$130.00
Service	CL	07/22/2025	Review correspondence from D. Taylor re: status of easements with County.	0.20	\$285.00	-	\$57.00
Service	JK	07/22/2025	Field call from Hart regarding easement for traffic improvements on CDD property; review updated legal; provide comments to easement documents	0.40	\$325.00	-	\$130.00
Service	CL	07/23/2025	Review correspondence from resident re: fence in	1.00	\$285.00	-	\$285.00

			easement; Draft easement encroachment policy, resolution, and draft agreement; Finalize public facilities report; Confer with D. Taylor re: easement policy.				
Service	JK	07/25/2025	Review updates to easements and field call with County on same; analyze options for easement encroachment agreement and letters/ waivers for same	0.50	\$325.00	-	\$162.50
Service	CL	07/25/2025	Review status of easement encroachment policy; Strategize re: the same.	0.30	\$285.00	100.0%	\$0.00
Service	JK	07/26/2025	Review/finalize easement encroachment resolution, policy and base encroachment release; confer with D. Taylor on same; review access areas from buffer and lots 34/35	0.30	\$325.00	-	\$97.50
Service	CL	07/28/2025	Confer with M. Giles re: easement encroachment request.	0.20	\$285.00	-	\$57.00
Service	AH	07/28/2025	Prepare recordings of grants of easement.	0.60	\$185.00	-	\$111.00
Service	JK	07/28/2025	Finalize easements and record same	0.20	\$325.00	-	\$65.00
Service	SD	07/29/2025	Receive "Drainage Easement Confirmation for Lots 34 and 35 Anabelle Island" emails, "Grant of Easement Tract 63," and "Grant of Easement Tract 84;" update District files regarding same.	0.20	\$185.00	-	\$37.00
Service	CL	07/29/2025	Review recorded easements for Tracts 63 and 84 ensure validity; Confer with M. Giles re: the same; Review correspondence from resident re: parking	0.40	\$285.00	-	\$114.00

			enforcement; Confer with D. Taylor re: easement policy and application fee.				
Service	JK	07/29/2025	Follow up on easement with D. Taylor; finalize CCUA/County easements	0.20	\$325.00	-	\$65.00
Expense	КВ	07/29/2025	Simplifile Recording: Recording fees for Grants of Easement.	2.00	\$66.25	-	\$132.50
Service	CL	07/30/2025	Confer with M. Giles re: parking boat on street; Review Florida traffic code to determine whether parking boat on street in violation.	0.50	\$285,00	-	\$142.50
				Line Item	Discount Subto	otal	-\$322.05
					To	otal	\$6,704.75

Please make all amounts payable to: Kilinski | Van Wyk PLLC

Please pay within 30 days.

MAKE CHECK PAYABLE TO:

ADDRESSEE Please chack if address below is incorrect and Indicate change on reverse side



Post Office Box 162134 Altamonte Springs, FL 32716 (904) 262-5500

> Anabelle Island CDD Marilee Giles 475 W Town Pl

St Augustine, FL 32092

Suite 114

VISA TENTENDE OUT BELOW IF PAYING BY CREDIT CARD					
CARO NUMBER	EXP. DATE				
SIGNATURE	AMOUNT PAID				

ACCOUNT NUMBER	DATE	BALANCE
731491	8/1/2025	\$920.00

The Lake Doctors Post Office Box 162134

Altamonte Springs, FL 32716

0000007314912001000000029588400000009200055

Please Return this invoice with your payment and notify us of any changes to your contact information.

Annabelle Isla	nd CDD
Invoice Due Dat	e 8/1/2025

Windsor Lakes Way Green Cove Springs, FL 32043 PO # 295884B **Invoice** 

Invoice Date	Description	Quantity	Amount	Tax	Total
8/1/2025	Water Management - Monthly		\$920.00	\$0.00	\$920.00

Please remit payment for this month's invoice.

Please provide remittance information when submitting payments, otherwise payments will be applied to the oldest outstanding invoices.

\$0.00 Credits \$0.00 **Adjustment** 

AMOUNT DUE

**Total Account Balance including this invoice:** 

\$920.00

**This Invoice Total:** 

\$920.00

Click the "Pay Now" link to submit payment by ACH

Customer #:

731491

**Corporate Address** 

Portal Registration #: Customer E-mail(s):

88A94EE2

4651 Salisbury Rd, Suite 155 Jacksonville, FL 32256

**Customer Portal Link:** 

www.lakedoctors.com/contact-us/

foca@gmsnf.com,okuzmuk@gmsnf.com

Set Up Customer Portal to pay invoices online, set up recurring payments, view payment history, and edit contact information



12276 San Jose Blvd. Suite 747 Jacksonville, FL 32223

### Invoice 163113

Date	PO#
08/01/25	
Due Date	Tems
8/31/25	Net 30

BILLTO

Anabelle Island CDD Landscape Maintenance 2024 (JXM)

Governmental Management Service 475 WEst Town Place Suite 114 St. Augustine, FL 32092 Property Address

Anabelle Island CDD Landscape Maintenance 2024 (JXM) 2409 Dallas Crk Ln Green Cove Springs, FL 32043

kem

Job #152172 - Anabelle Island CDD Landscape Maintenance August 2025

Amount

\$8,367.00

Phase IA	Monthly	Yearly
Core Maintenance Includes Mowing, Edging, Weed-eating, Debris Blowing, Shrub Pruning, Small Tree Pruning (up to 10 ft.), Rejuvenation Pruning (native grass), Weeding & Cleanup	\$2,565	\$30,780
Fertilization & Chemical Treatments Includes Palm & Shrub Fertilization, Turf Fertilization & Pest Control Applications	\$279	\$3,348
Irrigation Inspections Includes Adjusting Heads and Nozzles, Seasonal Clock Adjustments, with Monthly Reports	\$65	\$780
Total for Landscape Maintenance	\$2,909	\$34,908

Phase IB	Monthly	Yearly
Core Maintenance Includes Mowing, Edging, Weed-eating, Debris Blowing, Shrub Pruning, Small Tree Pruning (up to 10 ft.), Rejuvenation Pruning (native grass), Weeding & Cleanup	\$2,958	\$35,496
Fertilization & Chemical Treatments Includes Palm & Shrub Fertilization, Turf Fertilization & Pest Control Applications	\$702	\$8,424
Irrigation Inspections Includes Adjusting Heads and Nozzles, Seasonal Clock Adjustments, with Monthly Reports	\$370	\$4,440
Total for Landscape Maintenance	\$4,030	\$48,360

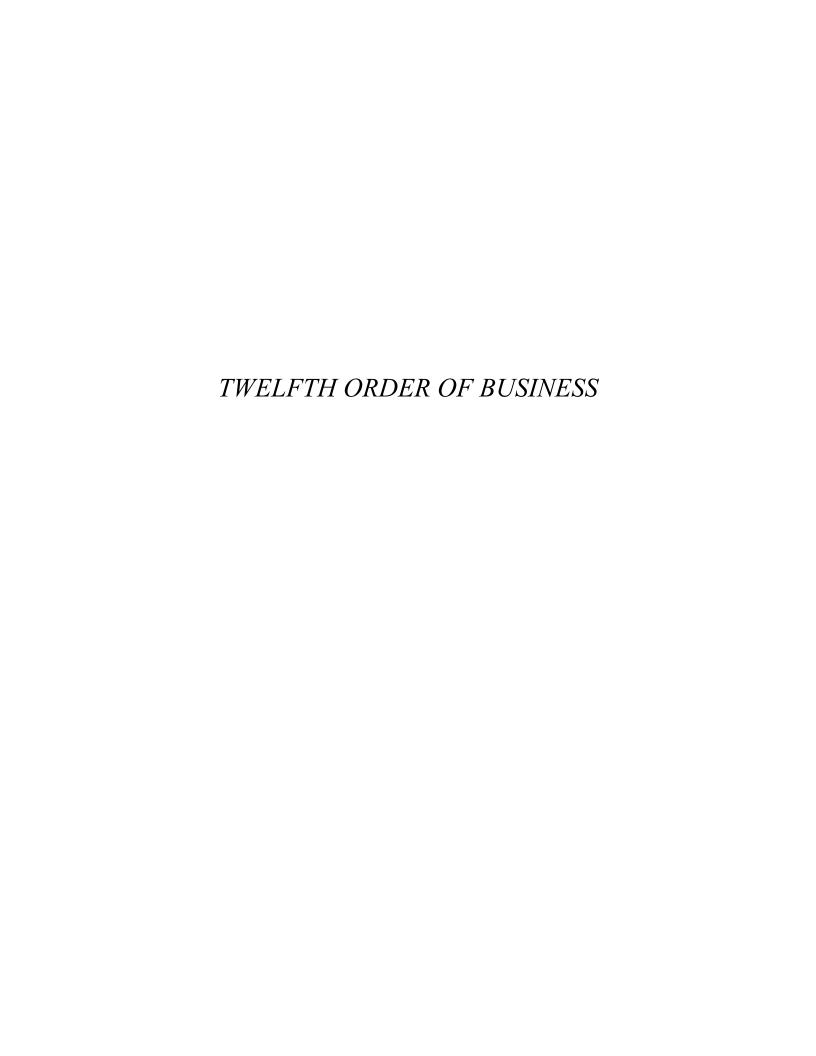
Amenity Center	Monthly	Yearly
Core Maintenance Includes Mowing, Edging, Weed-eating, Debris Blowing, Shrub Pruning, Small Tree Pruning (up to 10 ft.), Rejuvenation Pruning (native grass), Weeding & Cleanup	\$838	\$10,056
Fertilization & Chemical Treatments Includes Palm & Shrub Fertilization, Turf Fortilization & Pest Control Applications	\$192	\$2,304
Irrigation Inspections Includes Adjusting Heads and Nozzles, Seasonal Clock Adjustments, with Monthly Reports	\$154	\$1,848
Total for Landscape Maintenance	\$1,184	\$14,208

plus 3% increase

Thank you for your business.

REMIT PAYMENT TO: United Land Services 12276 San Jose Blvd Suite 747 Jacksonville FL 32223

Balance Due	\$8,367.00
Credits/Payments	(\$0.00)
Total	\$8,367.00
Sales Tax	\$0.00
Subtotal	\$8,367.00



## **Anabelle Island**

**Community Development District** 

Funding Request # 28

September 8, 2025

	PAYEE		GENERAL FUND FY25	
1	Governmental Management Services Inv # 99 - September 2025	\$	5,149.03	
2	<b>Governmental Management Services</b> Inv # 100 - September 2025		3,791.66	
3	<b>Destiny Electric</b> Job #15961 - August 13, 2025		495.00	
4	The Lake Doctors Inv # 304244B - September 2025		920.00	
5	United Land Services Inv # 168449 - September 2025		8,367.00	
	TO	OTAI. \$	18.722.69	

Please make check payable to:

### **Anabelle Island CDD**

475 W Town Place Suite 114 Saint Augustine, FL 32092



### **Governmental Management Services, LLC**

475 West Town Place, Suite 114 St. Augustine, FL 32092

## **Invoice**

Invoice #: 99 Invoice Date: 9/1/25 Due Date: 9/1/25

Case:

P.O. Number:

#### Bill To:

Anabelle Island CDD 475 West Town Place Suite 114 St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Management Fees - September 2025		4,424.17	4,424.17
Website Administration - September 2025		100.00	100.00
Information Technology - September 2025 Dissemination Agent Services - September 2025		150.00	150.00
Dissemination Agent Services - September 2025		327.75	327.75
Office Supplies		0.84	0.84
Postage	14. 15. 15. 15. 15. 15. 15. 15. 15. 15. 15	26.33	26.33
Copies		92.85	92.85
Telephone		23.02	23.02
Pool Chemicals - Phosphate Remover			
			TOO DE TOO DE LE SELECTION DE

Total	\$5,149.03
Payments/Credits	\$0.00
Balance Due	\$5,149.03

### **Governmental Management Services, LLC**

475 West Town Place, Suite 114 St. Augustine, FL 32092

# Invoice

Invoice #: 100 Invoice Date: 9/1/25 Due Date: 9/1/25

Case:

P.O. Number:

#### Bill To:

Anabelle Island CDD 475 West Town Place Suite 114 St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Contract Administration - September 2025 Refuse (Trash) - September 2025	944 - 1945 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 -	625.00 83.33	625.00 83.33
Janitorial - September 2025 Pool Maintenance - September 2025		1,000.00 1,250.00	1,000.00 1,250.00
Pool Chemicals - September 2025		833.33	833.33
alixan Mossing			
alism Morsing 9-3-25			
4-3-2			

Total	\$3,791.66
Payments/Credits	\$0.00
Balance Due	\$3,791.66



### **Destiny Electric**

Governmental Management Services (Parent Billing) 2403 Dallas Crk Ln Green Cove Springs, FL 32043

#### SERVICE ADDRESS

Annabelle Island - GMS

#### CONTACT US

179 College Drive, Suite 9 Orange Park, FL 32065

(904) 708-9094

destinyelectric@yahoo.com

#### INVOICE

Services	qty	unit price	amount
Destiny Electric - Custom Job	1.0	\$495.00	\$495.00

Upon acceptance of this proposal Destiny Electric will provide all necessary materials, and labor to:

Troubleshoot, and repair defective pool pump.

An underground junction box was found, with defective wiring connections, after remaking connections the GFCI breaker was found to be defective due the the shorted condition.

Provide, and install (1) GFCI breaker, restore power, and properly protect circuit.

100% Due Upon Completion (Cash/Check/Card)

3.5% of total to process all cards.

Individual pricing is based on a total scope, eliminating individual line items, may incur increases, in individual services.

NOTE: This quote assumes circuitry is normally functional, and includes no additional troubleshooting, additional troubleshooting if necessary will be approved in advance, and be billable at \$140.00/HR

Subtotal	\$495.00
Job Total	\$495.00
Amount Due	\$495.00

We appreciate the opportunity to earn your business!

ADDRESSEE Please check if address below is incorrect and indicate change on reverse side



Post Office Box 162134 Altamonte Springs, FL 32716 (904) 262-5500

> Anabelle Island CDD Marilee Giles 475 W Town Pl

St Augustine, FL 32092

Suite 114

PLEASE FILL OUT BELOW IF PAYING BY CREDIT CARD VISA CARD NUMBER EXP. DATE AMOUNT PAID SIGNATURE

ACCOUNT NUMBER	DATE	BALANCE
731491	9/1/2025	\$920.00

The Lake Doctors Post Office Box 162134 Altamonte Springs, FL 32716

00000007314912001000000030424400000009200054

Please Return this invoice with your payment and notify us of any changes to your contact information.

Annabelle Island CDD	Windsor Lakes	Way G	reen Cove Springs, FL 32043
Invoice Due Date 9/1/2025	Invoice	304244B	PO #

Invoice Date	Description	Quantity	Amount	Tax	Total
9/1/2025	Water Management - Monthly		\$920.00	\$0.00	\$920.00

Please remit payment for this month's invoice.

Please provide remittance information when submitting payments, otherwise payments will be applied to the oldest outstanding invoices.

**Credits** 

\$0.00

**Adjustment** 

\$0.00

**AMOUNT DUE** 

**Total Account Balance including this invoice:** 

\$1840.00

**This Invoice Total:** 

\$920.00

#### Click the "Pay Now" link to submit payment by ACH

Customer #: 731491 88A94EE2 Portal Registration #:

**Corporate Address** 4651 Salisbury Rd, Suite 155 Jacksonville, FL 32256

**Customer E-mail(s):** foca@gmsnf.com,okuzmuk@gmsnf.com www.lakedoctors.com/contact-us/ **Customer Portal Link:** 

Set Up Customer Portal to pay invoices online, set up recurring payments, view payment history, and edit contact information



12276 San Jose Blvd. Suite 747 Jacksonville, FL 32223

#### Invoice 168449

Date	PO#
09/03/25	
Due Date	Terms

#### BILL TO

Anabelle Island CDD Landscape Maintenance 2024 (JXM)

Governmental Management Service 475 WEst Town Place Suite 114 St. Augustine, FL 32092

#### **Property Address**

Anabelle Island CDD Landscape Maintenance 2024 (JXM) 2409 Dallas Crk Ln Green Cove Springs, FL 32043

Item Amount

Job #152172 - Anabelle Island CDD Landscape Maintenance September 2025

\$8,367.00

Phase IA	Monthly	Yearly
Core Maintenance Includes Mowing, Edging, Weed-eating, Debris Blowing, Shrub Pruning, Small Tree Pruning (up to 10 ft.), Rejuvenation Pruning (native grass), Weeding & Cleanup	\$2,565	\$30,780
Fertilization & Chemical Treatments Includes Palm & Shrub Fertilization, Turf Fertilization & Pest Control Applications	\$279	\$3,348
Irrigation Inspections Includes Adjusting Heads and Nozzles, Seasonal Clock Adjustments, with Monthly Reports	\$65	\$780
Total for Landscape Maintenance	\$2,909	\$34,908

Phase IB	Monthly	Yearly
Core Maintenance Includes Mowing, Edging, Weed-eating, Debris Blowing, Shrub Pruning, Small Tree Pruning (up to 10 ft.), Rejuvenation Pruning (native grass), Weeding & Cleanup	\$2,958	\$35,496
Fertilization & Chemical Treatments Includes Palm & Shrub Fertilization, Turf Fertilization & Pest Control Applications	\$702	\$8,424
Irrigation Inspections Includes Adjusting Heads and Nozzles, Seasonal Clock Adjustments, with Monthly Reports	\$370	\$4,440
Total for Landscape Maintenance	\$4,030	\$48,360

Amenity Center	Monthly	Yearly
Core Maintenance Includes Mowing, Edging, Weed-eating, Debris Blowing, Shrub Pruning, Small Tree Pruning (up to 10 ft.), Rejuvenation Pruning (native grass), Weeding & Cleanup	\$838	\$10,056
Fertilization & Chemical Treatments Includes Palm & Shrub Fertilization, Turf Fertilization & Pest Control Applications	\$192	\$2,304
Irrigation Inspections Includes Adjusting Heads and Nozzles, Seasonal Clock Adjustments, with Monthly Reports	\$154	\$1,848
Total for Landscape Maintenance	\$1,184	\$14,208

plus 3% increase

Thank you for your business.

REMIT PAYMENT TO: United Land Services 12276 San Jose Blvd Suite 747 Jacksonville FL 32223

Subtotal	\$8,367.00
Sales Tax	\$0.00
Total	\$8,367.00
Credits/Payments	(\$0.00)
Balance Due	\$8,367.00