ANABELLE ISLAND

Community Development District NOVEMBER 19, 2025



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

November 12, 2025

Board of Supervisors Anabelle Island Community Development District

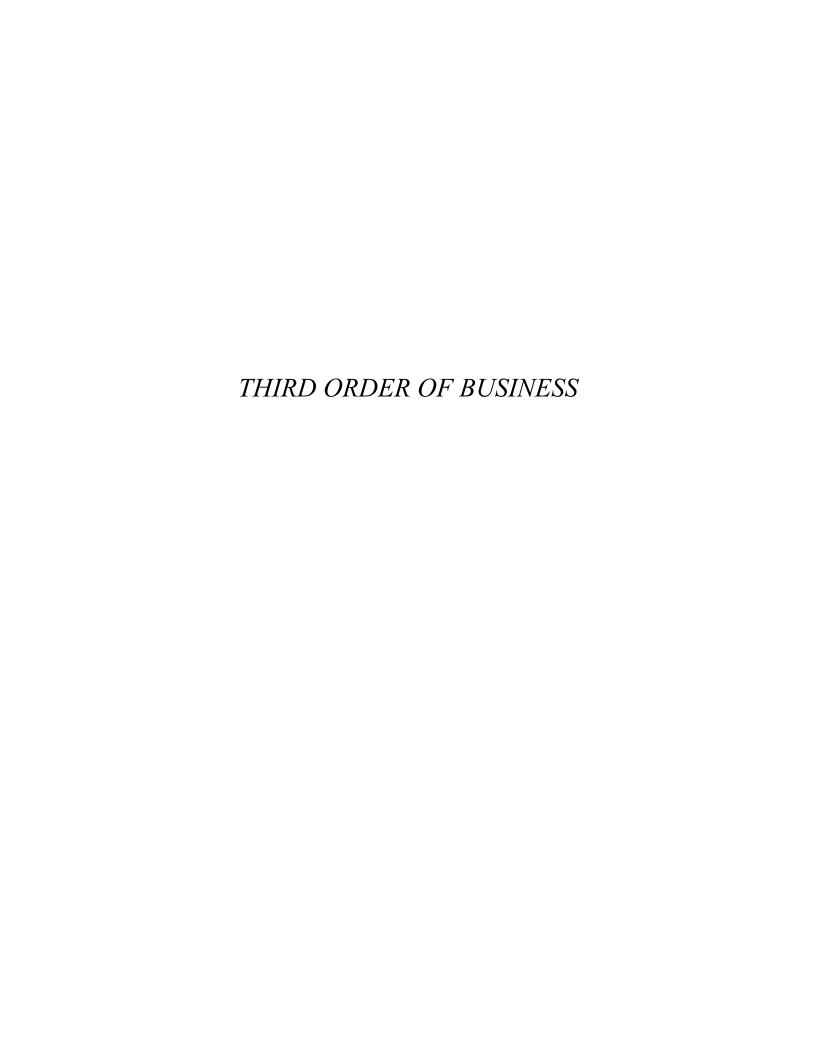
Dear Board Members:

The meeting of the Board of Supervisors of the Anabelle Island Community Development District will be held on **Wednesday**, **November 19**, **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 October 15, 2025 Meeting
- IV. Public Hearing Related to Amended and Restated Rules of Procedure and Encroachment Policy, Resolution 2026-01
 - A. Easement Encroachment Policy & Rates
 - B. Amendment and Restated Rules of Procedure
- V. Acceptance of Proposed Adjustments to Kilinski Van Wyk Hourly Rates
- VI. Consideration of Proposal from United Land Services
 - A. Winter Flower Installation
 - B. Mulch Installation (under separate cover)
- VII. Ratification of Variance Agreement for Installation of Improvements (Lots 34, 35, 103, 205, 206)
- VIII. Discussion of Fences Installed within a CDD Easement (Lots 51, 52, 61, 62, 150, 161, 162)

- IX. Consideration of Resolution 2026-02, Amending the Fiscal Year 2025 General Fund Budget
- IX. Staff Reports
 - A. Attorney
 - B. Engineer Discussion of Underdrain Project
 - C. Manager
 - D. Operations Manager
- X. Supervisors Requests
- XI. Audience Comments
- XII. Financial Reports
 - A. Balance Sheet and Statement of Revenues & Expenditures
 - B. Assessment Receipts Schedule
 - C. Approval of Check Register
- XIII. Ratification of Funding Request No. 30
- XIV. Next Scheduled Meeting December 17, 2025 @ 2:00 p.m.
- XV. 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, **October 15, 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

Rose Bock Assistant Secretary
Marcus Martinez Assistant Secretary

Also present were:

Marilee Giles District Manager, GMS

Chris Loy District Counsel, Kilinski Van Wyk

Freddie Oca GMS Jay Soriano 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. She informed the audience that copies of the agenda are available for those who wish to follow along. She pointed out that there will also be an opportunity toward the end of the agenda for public comments. She explained that if there are comments on Item Six, discussion of the fences, lots 51, 52, 61, 62, 150, 161, and 162, those can be held until we get to that Item.

Resident Ed Kennedy commented on and requested treatment for the weeds and ants in the common area. He pointed out that when these areas get mowed, it goes up in the air and the seeds land in other peoples yard and then they have to pay extra money to treat it. He also reported wild

hogs in the area. He commented that the roads on Windsor Lakes need to be replaced. The response was that the engineers are aware of the road issue and are working through remedy. He recommended a revision by a Civil Engineer to relabel the area as a tract instead of an upland buffer.

THIRD ORDER OF BUSINESS

Consideration of Minutes of the September 17, 2025 Meeting

Ms. Giles presented the minutes from the September 17, 2025 meeting and asked for any comments or corrections. The Board had no changes to the minutes.

On MOTION by Mr. Gowens, seconded by Mr. Martinez, with all in favor, the Minutes of the September 17, 2025 Meeting, were approved.

FOURTH ORDER OF BUSINESS

Consideration of Proposals for Mulch Installation

Ms. Giles presented a proposal from United Land Services for mulch installation and opened up for Board discussion. After discussion, the Board decided to table this item and requested staff to provide additional options for the Board to consider.

FIFTH ORDER OF BUSINESS

Ratification of Variance Agreement for Installation of Improvements – Lot 145

Ms. Giles stated they approved this fence several months ago and they are bringing it back to the Board for ratification.

On MOTION by Mr. Gowens, seconded by Mr. Martinez, with all in favor, the Variance Agreement for Installation of Improvements – Lot 145, was ratified.

SIXTH ORDER OF BUSINESS

Discussion of Fences Installed within a CDD Easement (Lots 51, 52, 61, 62, 150, 161, 162)

Ms. Giles presented this item for discussion. It was noted that this item will be discussed with the engineer and then a follow up with the homeowners affected to provide an update on

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exactly where everything stands. It was also noted that there still has to be an easement if there is any work to the drain itself. They are looking at options with fencing and access.

Ms. Giles opened up the meeting for public comments.

Resident Edward Kennedy recommended a revision by a civil engineer to relabel the area as a tract instead of an upland buffer to try and save a lot of money and a lot of headache refencing and reaggravating the customers that paid on the premium lots that they don't have access to use on the property.

Resident Bob Niles requested a copy of the original plans because his understanding is that the original plans made provisions for access to the pond. The response was that he could probably find the plans at public records.

Resident Anderson on Lot 62 stated after reaching out and proceeding with a claim, the engineer with St. John's River Management District responded back that there is no issue with the fence between lot 61 and lot 62. He noted that he agreed with Mr. Kennedy that it is not too difficult to do an addendum or revision. He stated that it is highly unethical when customers are not aware of what they are purchasing. He also asked about the food trucks because he doesn't see them anymore.

The discussion of fences installed within a CDD easement for lots 51, 52, 61, 62, 150, 161, and 162 was tabled pending further discussion and analysis of options.

SEVENTH ORDER OF BUSINESS Staff Reports

A. Attorney

Mr. Loy reminded the Board of the four hours of ethics training due by the end of the year. He added that they will report that on their Form 1 for next year in July.

B. Engineer – Discussion of Underdrain Project

Ms. Giles noted they would follow up with the District engineer.

C. Manager – Review of Fiscal Year 2025 Goals and Objectives

Ms. Giles stated each of the goals and objectives met the standards identified on the annual reporting form.

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On MOTION by Mr. Gowens, seconded by Mr. Martinez, with all in favor, the Fiscal Year 2025 Goals and Objectives, was approved.

D. Operations Manager

The Operations Managers Report was presented. It was noted that they received a couple email concerns. He noted that they still have a good amount of trees that need to be replaced. He explained that they will work with the people reporting them. He also stated that they have concerns with culverts that were blocked. He explained that these are not the culverts that would actually lead out from the ponds, but they are ones that drain the upland buffer areas. He added that they do, however, need to be cleared. The food trucks were discussed. He explained that the food trucks aren't getting enough service, but he will continue to try to get them out. He noted that during the summer, they will probably see a lot more food trucks. The debris left over from construction was discussed. The Operations Manager will discuss the left over debris with KB Homes.

EIGHTH ORDER OF BUSINESS Supervisors Requests

Ms. Giles asked for any Supervisors requests. Hearing no comments, the next item followed.

NINTH ORDER OF BUSINESS Audience Comments

Ms. Giles opened the audience comment period.

Al Kiczula asked if the CDD is going to have any rules about parking boats, RVs, etc. in the street. The response was that they left it to the residents to be able to come up with more specific rules. Also, it was noted that they have a rule already that says vehicles must be parked in the designated areas, vehicles should not be parked on grass, lawns, pond banks, roadsides or in any way which blocks the normal flow of traffic.

Resident asked if there was a drainage update as far as third party engineer. The response was that there was not an update from the engineer yet.

Gary Ling requested to see detailed invoices from United. The response was that he could find this information in the agenda packages under financials. Ms. Giles offered to provide Mr. Ling a copy and will show him how to look for those financials in the agenda packages.

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TENTH ORDER OF BUSINESS

Financial Statements as of September 30, 2025

Ms. Giles presented the financial statements as of September 30, 2025.

ELEVENTH ORDER OF BUSINESS Ratification of Funding Request No. 29

Ms. Giles presented funding request No. 29. She explained that this is a funding request for 2025. She explained that for 2026 it's broken up in two columns. She stated the total funding request to KB is for \$38,852.27. She asked for a motion to ratify.

On MOTION by Mr. Gowens, seconded by Mr. Martinez, with all in favor, Funding Request No.29, was ratified.

TWELFTH ORDER OF BUSINESS Check Register

Ms. Giles presented the check register for September totaling \$21,185.97. There are no unusual variances with the check register.

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

THIRTEENTH ORDER OF BUSINESS

Next Scheduled Meeting - Wednesday

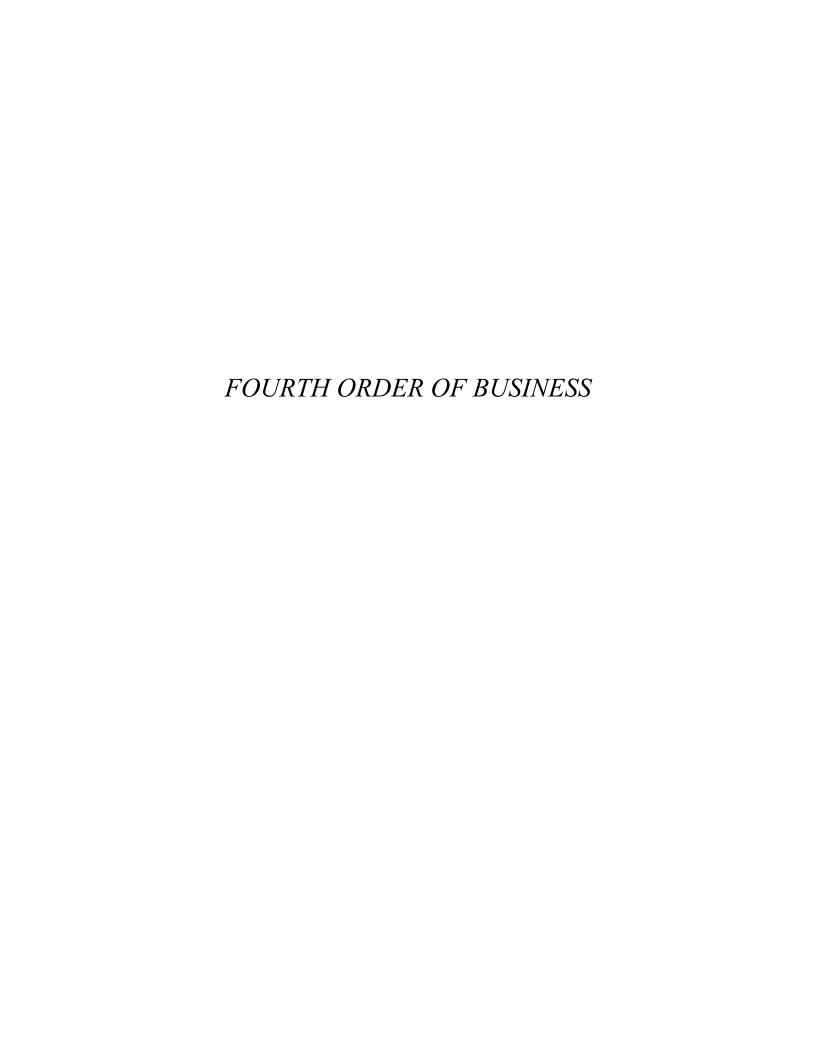
November 19, 2025 @ 2:00 p.m.

Ms. Giles stated the next meeting is scheduled for November 19, 2025 at 2:00 p.m. at the same location.

FOURTEENTH ORDER OF BUSINESS Adjournment

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

Secretary/Assistant Secretary Chairman/Vice Chairman



RESOLUTION 2026-01

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 19, 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 19, 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 19th day of November 2025.

District Easements

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

Exhibit A

Proposed Amended and Restated Rules of Procedure

RULES OF PROCEDURE ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT

EFFECTIVE AS OF NOVEMBER 19, 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) <u>Financial Disclosure Coordination.</u> 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 their eraction 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: §§ 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 procedureas 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 <u>significantor other</u> 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) daysfor a

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 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 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 order days 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.

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.:	

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 (" District "), 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
WHEREAS , 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.
NOW, THEREFORE , in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:
1. Recitals . The recitals set forth above are acknowledged as true and correct and are

- incorporated herein by reference. Easement for Improvements Installation & Maintenance; Limitation. Subject to the
- terms of this Agreement, the District hereby grants Owner the right, privilege, and permission to install and maintain removable Improvements on the Easement Area.
 - 3. Owner Responsibilities. The Owner has the following responsibilities:

- 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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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)

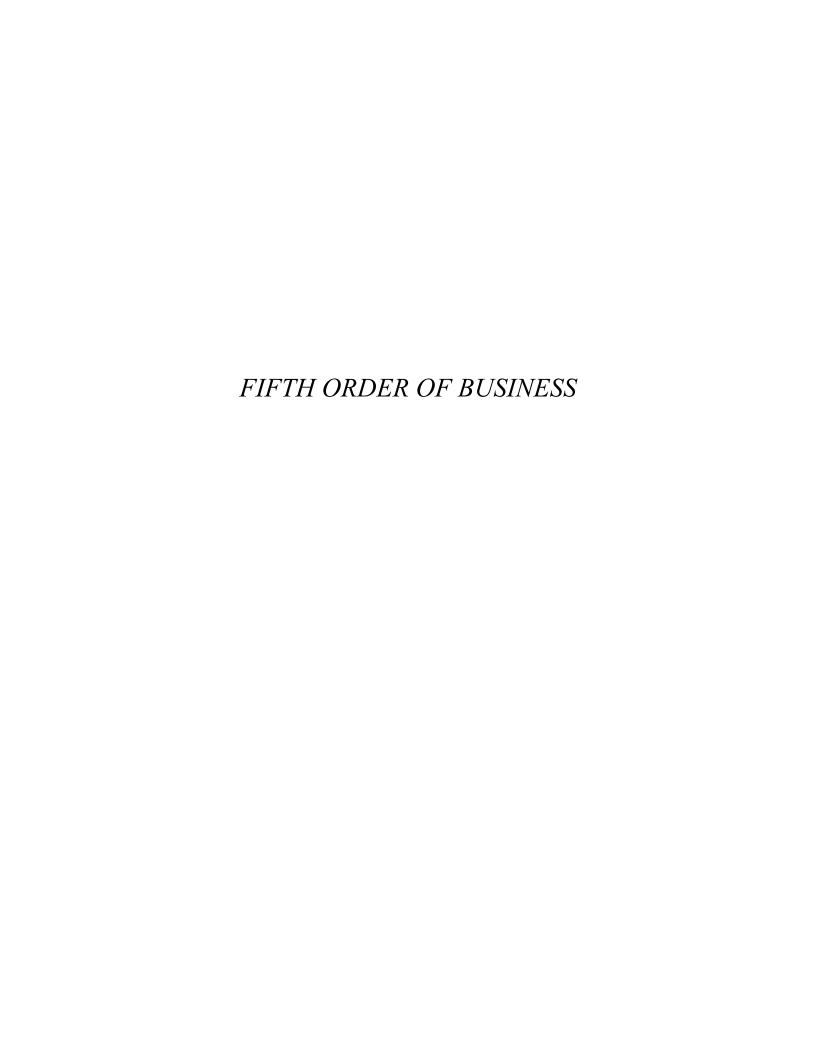
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES FOLLOW]

[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]





517 E. College Avenue Tallahassee, Florida 32301 877-350-0372

April 8, 2025

Board of Supervisors Anabelle Island Community Development District c/o Marliee Giles, District Manager

Re: Kilinski | Van Wyk PLLC

Dear Board Members:

We appreciate the opportunity to continue providing legal services to the Anabelle Island Community Development District. This letter addresses proposed adjustments to our hourly rates for the fiscal year beginning October 1, 2025. Since our initial engagement in 2021, we have maintained consistent hourly rates despite rising business expenses, inflationary pressures, and increased experience and expertise within our team. For reference, our new client rates for partners is \$365-\$400; of counsel lawyers are billed at \$350-\$365; associates are billed at \$275-\$325; and paralegals are billed at \$190-\$200/hour.

To manage this necessary adjustment responsibly and minimize immediate impact, we propose implementing the rate increase gradually over two phases, as outlined below:

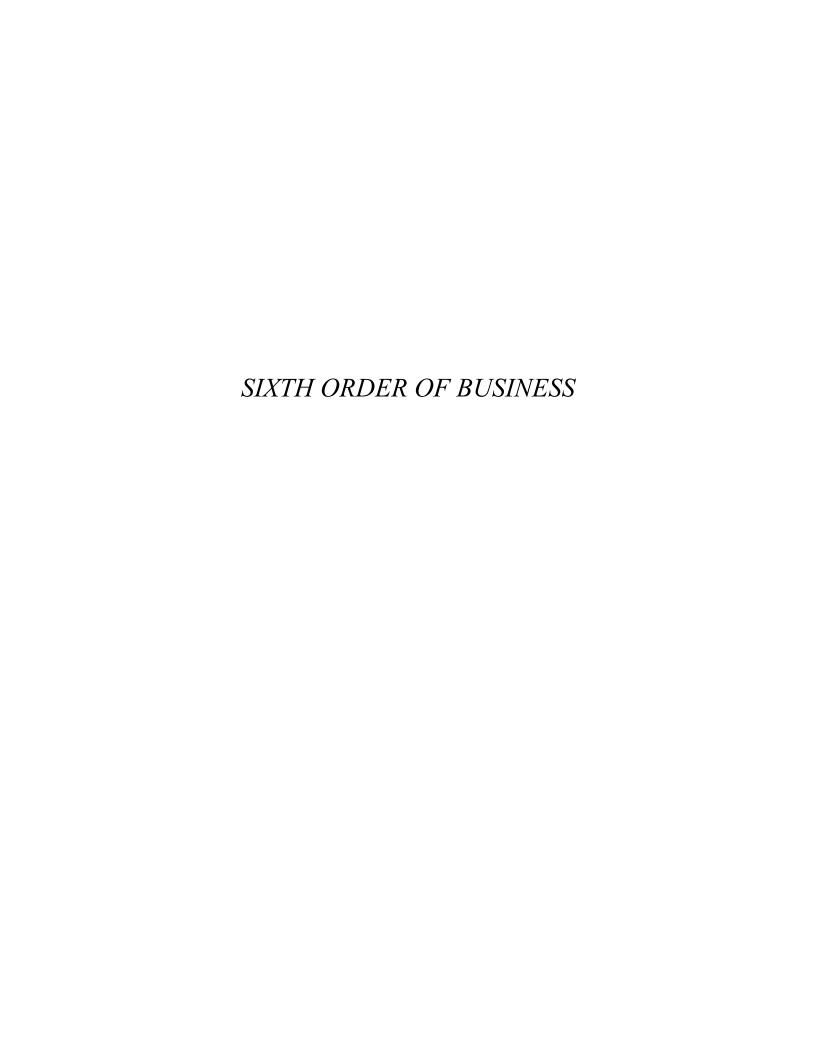
	Current	FY 2025/2026	Calendar Year 2027
Partners	325	350-365	365-385
Of Counsel/Senior Attorneys	325	350	350-365
Associates	285	285-305	285-315
Paralegals	185	190	190-195

As demonstrated, the second adjustment will not take effect until January 1, 2027, providing further relief from an immediate increase. As always, we remain committed to keeping our rates competitive and fair, balanced with our ongoing commitment to delivering exceptional, ethically sound legal advice.

We would welcome the opportunity to discuss this proposal further and answer any questions you may have. If you agree with this proposed adjustment, please sign below and return a copy to me at jennifer@cddlawyers.com. You are also welcome to contact me directly with any questions. Thank you for your continued partnership and trust.

Very truly yours

Accepted:	very truly yours,
	Kilinski Van Wyk PLLC
	Jennifer Kilinski
Chair, Board of Supervisors Date:	Jennifer L. Kilinski



A.



Proposal #200507

Date: 11/6/2025 Ed Thompson

Customer:

Governmental Management Service

Property:

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

Winter Flower Installation 2025

Deliver and install 600 winter mix petunias Purple whites and lavenders.

Remove old flowers and add top soil to flower beds as an enhancer for flower growth.

Irrigation inspection to ensure flowers have proper water and coverage.

Proposal is valid for 30 days. as of 11/05/25

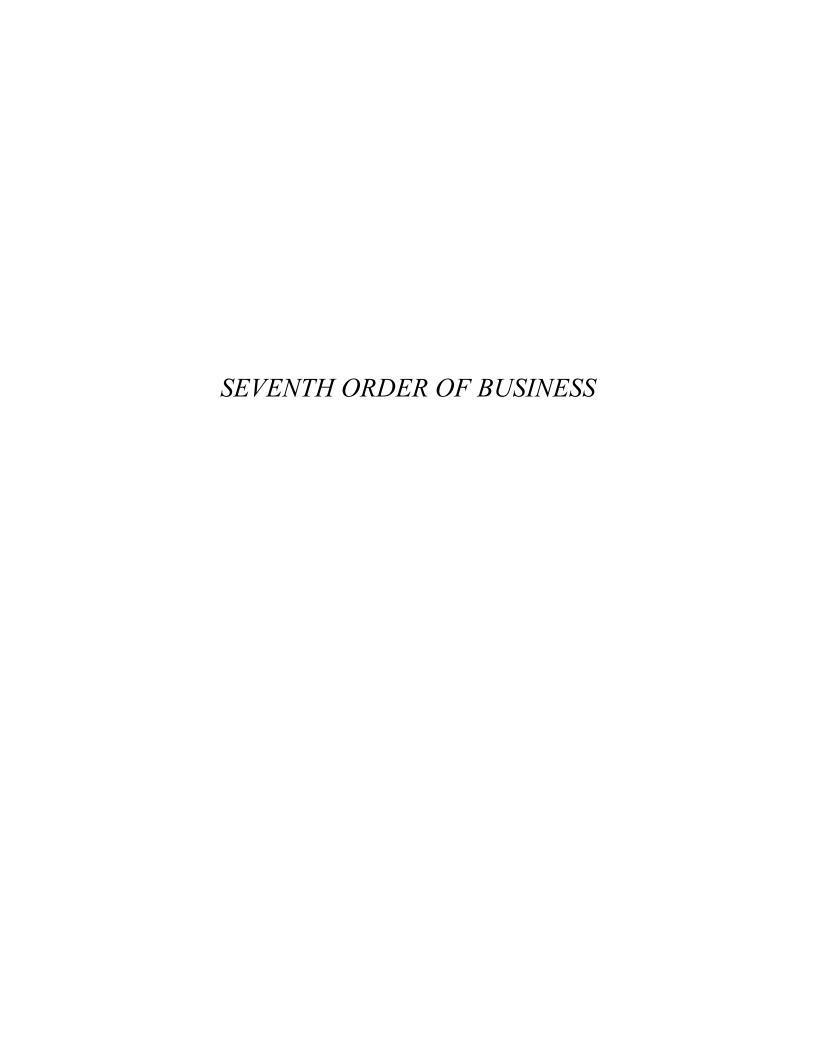
Annual Flower Rotation			\$1,966.66
	Quantity	Price/Unit	Price
Entry way flower enhancement			\$1,922.73
4" Annual Petunia mix	600.00	\$2.50	\$1,500.00
Flower Installation	10.00	\$69.39	\$693.90
Soil 1cf Bag	30.00	\$5.08	\$152.40
Irrigation Check			\$43.93
- Irrigation Review coverage and watering times	1.00	\$70.00	\$70.00

PROJECT TOTAL:

\$1,966.66

Terms & Conditions

Ву		Ву	
	Ed Thompson		
Date	11/6/2025	Date	
	United Land Services	-	Anabelle Island CDD Landscape Maintenance 2024 (JXM)



CFN # 2025051865, OR BK: 4984 PG: 542, Pages 1 / 6, Recorded 11/3/2025 2:37 PM, Doc: E TARA S. GREEN Clerk of Court and Comptroller, Clay County, FL Rec: \$52.50

Deputy Clerk hiltonb

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: 39-05-25-010097-010-34

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 made effective as of the 28th day of August 2025, by and among Barbara A. Jackson ("Owner"), residing at 2609 Windsor Lakes Way, Green Cove Springs, Florida 32043, and the Anabelle Island Community Development District ("District"), a local unit of limited special purpose government created pursuant to Chapter 190, Florida Statutes, as amended.

WITNESSETH:

WHEREAS, Owner is the owner of Lot 34, according to the plat ("Plat") titled Anabelle Island Phases 1A and 1B, recorded in Plat Book 68, Page(s) 1-18, in the Public Records of Clay County, Florida ("Property"); and

WHEREAS, Owner desires to erect certain improvements described and limited to a fence ("Improvement") within a District drainage easement ("Easement") located on Lot 34 ("Easement Area"), as shown on the Plat and the plans attached hereto as Exhibit A; and

WHEREAS, due to the District's legal interests in the Easement, among other reasons, Owner requires the District's consent before constructing the Improvement within the Easement Area; and

WHEREAS, the District has agreed to consent to the installation of the Improvement within the Easement Area, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of Fifty-Two Dollars and Fifty Cents (\$52.50) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:

- 1. **Recitals.** The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.
- 2. Easement for Improvement Installation & Maintenance; Limitation. Subject to the terms of this Agreement, the District hereby grants Owner the right, privilege, and permission to install and maintain removable Improvement limited to that which is described herein and no other, on the Easement Area in conformance with the plans attached hereto as Exhibit A.
 - 3. Owner Responsibilities. The Owner has the following responsibilities:
 - a. The Owner shall be fully responsible for the installation and maintenance of the Improvement.
 - b. The Owner shall be responsible for ensuring that the installation and maintenance of the Improvement 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 Improvement. 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 Improvement 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 Improvement includes 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 Improvement 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 Improvement and shall provide written documentation of such marking to the District prior to beginning any work.
- f. Upon completion of the installation, the Improvement will be owned by the Owner. Owner shall be responsible for the maintenance and repair of any such Improvement and agrees to maintain the Improvement 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 Improvement. 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 Çlay 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, costs, and claims of any kind or nature resulting from, arising out of, or in any way connected with, this Agreement or the exercise of the privileges granted hereunder.
- 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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	e caused these presents to be executed the day and date
Witnesses By: Childs Print Name	BARBARA A. JACKSON By: Secretary A Jackson Title: Sagness
529 Kingsley Ave Grange Parks Address 32073	F. F.
By: Minda Smith Print Name 529 Kingsley Ave. Address Drange Park FL 32073	
STATE OF FLORIDA COUNTY OF	pefore me by means of physical presence or □ online The person □ is
BARBARA A. BIVENS MY COMMISSION # HH 213508 EXPIRES: January 31, 2026 (Pr.	Barbara A. Bivens int, Type or Stamp Commissioned Name of Notary Public)

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES FOLLOW]

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

ANABELLE ISLAND COMMUNITY

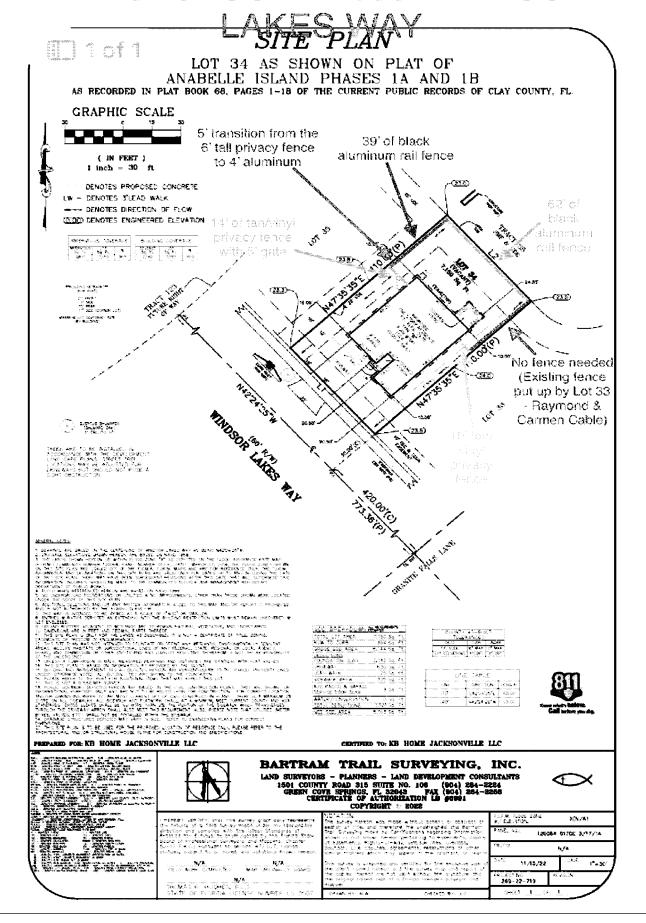
Witnesses:	DEVELORMENT DISTRICT
By: &Markery	By: DARREN COWERS
Kevin Mackesy Print Name	Chair/Vice Chair, Board of Supervisors
10475 Fortune Plany Svike 100, Jax. Address	F1 32256
By: All bary Print Name	
10475 Forture PKey Swik 100 Jax Address	LEC 32257
STATE OF FLORIDA)	
COUNTY OF OUVA	
The foregoing instrument was acknowledged be notarization this day of 2025, by the Board of Supervisors of the Ahabelle Island Commun person is personally known to me or produced	efore me by means of physical presence or online one of as Chair/Vice Chair of nity Development District, on behalf of said district. The as identification.
SANDRA GILBERT MY COMMISSION # HH 606967 EXPIRES: February 25, 2029	TARY PUBLIC TO THE P

[END OF SIGNATURE PAGES]

Exhibit A: Plans

BK: 4984 PG: 547

B.A. JACKSON - 2609 WINDSOR



CFN # 2025049426, OR BK: 4979 PG: 1777, Pages 1 / 6, Recorded 10/20/2025 10:21 AM, Doc: E

TARA S. GREEN Clerk of Court and Comptroller, Clay County, FL Rec: \$52.50

Deputy Clerk BlankenshipT

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.: 39-05-25-010097-010-35

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 made effective as of the 25th day of August 2025, by and among Dylan Kio and Paige Rachel Kio, husband and wife ("Owner"), residing at 2603 Windsor Lakes Way, Green Cove Springs, Florida 32043, and the Anabelle Island Community Development District ("District"), a local unit of limited special purpose government created pursuant to Chapter 190, Florida Statutes, as amended.

WITNESSETH:

WHEREAS, Owner is the owner of Lot 35, according to the plat ("Plat") titled Anabelle Island Phases 1A and 1B, recorded in Plat Book 68, Page(s) 1, in the Public Records of Clay County, Florida ("Property"); and

WHEREAS, Owner desires to erect certain improvements described and limited to a fence ("Improvement") within a District drainage easement ("Easement") located on Lot 35 ("Easement Area"), as shown on the Plat and the plans attached hereto as Exhibit A; and

WHEREAS, due to the District's legal interests in the Easement, among other reasons, Owner requires the District's consent before constructing the Improvement within the Easement Area; and

WHEREAS, the District has agreed to consent to the installation of the Improvement within the Easement Area, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of Fifty-Two Dollars and Fifty Cents (\$52.50) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:

- 1. **Recitals**. The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.
- 2. **Easement for Improvement Installation & Maintenance; Limitation.** Subject to the terms of this Agreement, the District hereby grants Owner the right, privilege, and permission to install and maintain removable Improvement limited to that which is described herein and no other, on the Easement Area in conformance with the plans attached hereto as **Exhibit A**.
 - 3. **Owner Responsibilities.** The Owner has the following responsibilities:
 - a. The Owner shall be fully responsible for the installation and maintenance of the Improvement.
 - b. The Owner shall be responsible for ensuring that the installation and maintenance of the Improvement are conducted in compliance with all applicable laws (including but not limited to building codes, set back requirements, etc.).

BK: 4979 PG: 1778

- 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 Improvement. 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 Improvement 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 Improvement includes 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 Improvement 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 Improvement and shall provide written documentation of such marking to the District prior to beginning any work.
- f. Upon completion of the installation, the Improvement will be owned by the Owner. Owner shall be responsible for the maintenance and repair of any such Improvement and agrees to maintain the Improvement 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 Improvement**. 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, costs, and claims of any kind or nature 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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and date first above written. DYLAN KIO Witnesses Title: PAIGE RACHEL KIO PLWY CANGE PKFL 32065 STATE OF FLORIDA COUNTY OF The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 24 day of 500, 2025, by ______ and _____ as identification. identification. **ERIN MCDAID** Commission # HH 453293

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES FOLLOW]

(Print, Type or Stamp Commissioned Name of Notary Public)

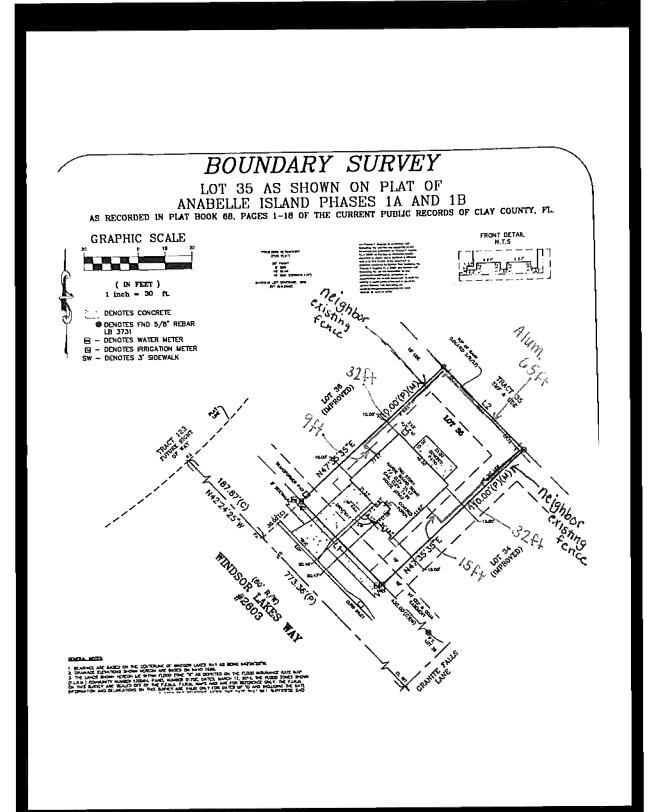
Expires October 11, 2027

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

	ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT
By: KMarkesy Kevin Mackesy	By: DANKEN GOWENS Chair/Vice Chair, Board of Supervisors
Print Name	
10475 Forture Pkmy, Svik 100, Jax Address	_FI 32254
By: State of Print Name	_
10475 Ferture PKmy, Su. k 100, Address	ICK PL32254
STATE OF FLORIDA) COUNTY OF Our MAL)	
continuition that 3 days of Second 2025	by Development District, on behalf of said district. The as identification.
	States
SANDRA GILBERT MY COMMISSION # HH 606967 EXPIRES: February 25, 2029	NOTARY PUBLIC (Print, Type or Stamp Commissioned Name of Notary Public)

[END OF SIGNATURE PAGES]

Exhibit A: Plans



CFN # 2025049506, OR BK: 4979 PG: 2005, Pages 1 / 6, Recorded 10/20/2025 1:06 PM, Doc: E TARA S. GREEN Clerk of Court and Comptroller, Clay County, FL Rec: \$52.50 Deputy Clerk MAYST

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.: 39-05-25-010097-011-03

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 made effective as of the 17th day of September 2025, by and among Joshua Holcomb ("Owner"), residing at 2610 Rocky Mount Ln, Green Cove Springs, Florida 32043, and the Anabelle Island Community Development District ("District"), a local unit of limited special purpose government created pursuant to Chapter 190, Florida Statutes, as amended.

WITNESSETH:

WHEREAS, Owner is the owner of Lot 103, according to the plat ("Plat") titled Anabelle Island Phases 1A and 1B, recorded in Plat Book 68, Page(s) 1-18, in the Public Records of Clay County, Florida ("Property"); and

WHEREAS, Owner desires to erect certain improvements described and limited to a fence ("Improvement") within a District drainage easement ("Easement") located on Lot 103 ("Easement Area"), as shown on the Plat and the plans attached hereto as Exhibit A; and

WHEREAS, due to the District's legal interests in the Easement, among other reasons, Owner requires the District's consent before constructing the Improvement within the Easement Area; and

WHEREAS, the District has agreed to consent to the installation of the Improvement within the Easement Area, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of Fifty-Two Dollars and Fifty Cents (\$52.50) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:

- 1. **Recitals**. The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.
- 2. **Easement for Improvement Installation & Maintenance; Limitation.** Subject to the terms of this Agreement, the District hereby grants Owner the right, privilege, and permission to install and maintain removable Improvement limited to that which is described herein and no other, on the Easement Area in conformance with the plans attached hereto as **Exhibit A**.
 - 3. Owner Responsibilities. The Owner has the following responsibilities:
 - a. The Owner shall be fully responsible for the installation and maintenance of the Improvement.
 - b. The Owner shall be responsible for ensuring that the installation and maintenance of the Improvement 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 Improvement. 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 Improvement 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 Improvement includes 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 Improvement 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 Improvement and shall provide written documentation of such marking to the District prior to beginning any work.
- f. Upon completion of the installation, the Improvement will be owned by the Owner. Owner shall be responsible for the maintenance and repair of any such Improvement and agrees to maintain the Improvement 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 Improvement. 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, costs, and claims of any kind or nature 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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

BK: 4979 PG: 2008

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

Witnesses:	JOSHUA HOLCOMB
By Gailland R Long	By: Self-WD. Hollow By: Name: JOHNA Hollow B
Print Name	A 1940-
3105 Sount Johns Ave Address Jackson Lie, FL 322	ios
By Called col	
Print Name	
2610 Ricky Murvil Address Green Cove Springs, FL	Ln 32043
STATE OF FLORIDA) COUNTY OF)	,
The foregoing instrument was acknowledged notarization this 6 day of 00 2025, by 1 Company The person Pris personally known dentification.	before me by means of the physical presence or to online and to the produced as
Notary Public State of Florida Gaillard R Long My Commission HH 443762 Expires 9/13/2027	Gaillance L. LOVE
	Print, Type or Stamp Commissioned Name of Notary Public)

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK: SIGNATURES FOLLOW]

BK: 4979 PG: 2009

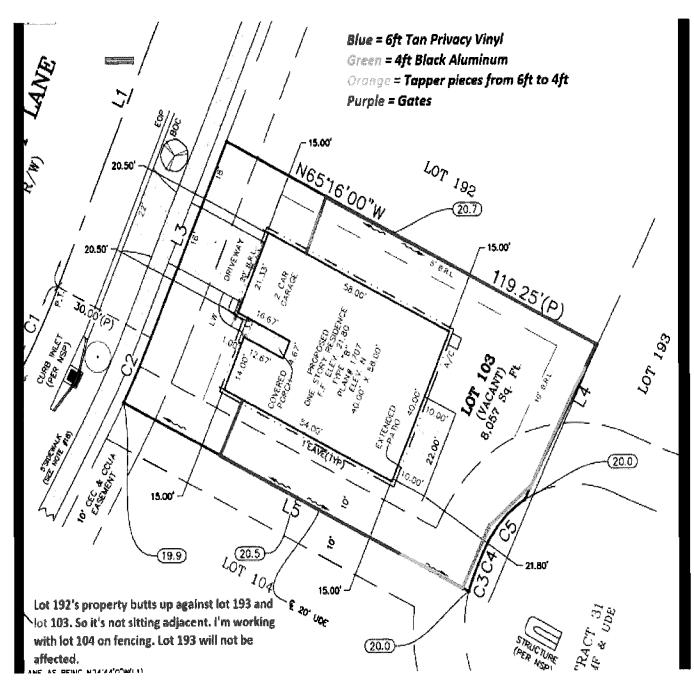
[SIGNATURE PAGE TO VARIANCE AGREEMENT FOR INSTALLATION OF IMPROVEMENTS WITHIN ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT EASEMENT]

By: Bull bordouft Print Name	ANABELLE ISLAND COMMUNITY DEVELORMENT DISTRICT By: Chair/Vice Chair, Board of Supervisors
Print Name 104) 5 Fortune Plane 322- Address	SC
By: Sailbert Print Name Sackson 10475 Forture Pkny 32254 Address	silv, FC.
STATE OF FLORIDA) COUNTY OF DOVAL	
notarization this 2≤ day of ≤ c = 2025, by the Board of Supervisors of the Anabelle Island Commiperson □ is personally known to me or □ produced	before me by means of physical presence or online as Chair/Vice Chair of unity Development District, on behalf of said district. The as identification. TARY PUBLIC SANDRA GILBERT MY COMMISSION # HH 606967 EXPIRES: Fabruary 25, 2029 EXPIRES: Fabruary 25, 2029 IL 1970 of Stamp Commissioned Name of Notary Public)

[END OF SIGNATURE PAGES]

Exhibit A: Plans

Exhibit A Plans



CFN # 2025049507, OR BK: 4979 PG: 2011, Pages 1 / 6, Recorded 10/20/2025 1:06 PM, Doc: E TARA S. GREEN Clerk of Court and Comptroller, Clay County, FL Rec: \$52.50

Deputy Clerk MAYST

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.: 39-05-25-010097-012-05

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 made effective as of the 17th day of September 2025, by and among Nicole Hill ("Owner"), residing at 2542 Clayton Falls Cv, Green Cove Springs, Florida 32043, and the Anabelle Island Community Development District ("District"), a local unit of limited special purpose government created pursuant to Chapter 190, Florida Statutes, as amended.

WITNESSETH:

WHEREAS, Owner is the owner of Lot 205, according to the plat ("Plat") titled Anabelle Island Phases 1A and 1B, recorded in Plat Book 68, Page(s) 1-18, in the Public Records of Clay County, Florida ("Property"); and

WHEREAS, Owner desires to erect certain improvements described and limited to a fence ("Improvement") within a District drainage easement ("Easement") located on Lot 205 ("Easement Area"), as shown on the Plat and the plans attached hereto as Exhibit A; and

WHEREAS, due to the District's legal interests in the Easement, among other reasons, Owner requires the District's consent before constructing the Improvement within the Easement Area; and

WHEREAS, the District has agreed to consent to the installation of the Improvement within the Easement Area, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of Fifty-Two Dollars and Fifty Cents (\$52.50) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:

- 1. **Recitals**. The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.
- 2. **Easement for Improvement Installation & Maintenance; Limitation.** Subject to the terms of this Agreement, the District hereby grants Owner the right, privilege, and permission to install and maintain removable Improvement limited to that which is described herein and no other, on the Easement Area in conformance with the plans attached hereto as **Exhibit A**.
 - 3. Owner Responsibilities. The Owner has the following responsibilities:
 - a. The Owner shall be fully responsible for the installation and maintenance of the Improvement.
 - b. The Owner shall be responsible for ensuring that the installation and maintenance of the Improvement are conducted in compliance with all applicable laws (including but not limited to building codes, set back requirements, etc.).

BK: 4979 PG: 2012

- 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 Improvement. 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 Improvement 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 Improvement includes 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 Improvement 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 Improvement and shall provide written documentation of such marking to the District prior to beginning any work.
- f. Upon completion of the installation, the Improvement will be owned by the Owner. Owner shall be responsible for the maintenance and repair of any such Improvement and agrees to maintain the Improvement 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 Improvement. 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, costs, and claims of any kind or nature 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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

Witnesses:	NICOLE HILL
By: Statton Print Name	By: Mull Name: Nicole Hill Title: Homeowne
1768 Blanding Blvd 32068 Address	
By Musly Huller	
Print Name	
1769 Blanding blvd 32069 Address	
STATE OF FLORIDA) COUNTY OF Clay)	
The foregoing instrument was acknowledged be notarization this 1/2 day of October 2025, by N/C	efore me by means of physical presence or online and
. The person is personally known to identification.	o me or produced Drivers License as
	Delata
PLAKE CARTER NOT Commission # HH 715396 Expires August 28, 2020	TARY PUBLIC
"And the	nt, Type or Stamp Commissioned Name of Notary Public)

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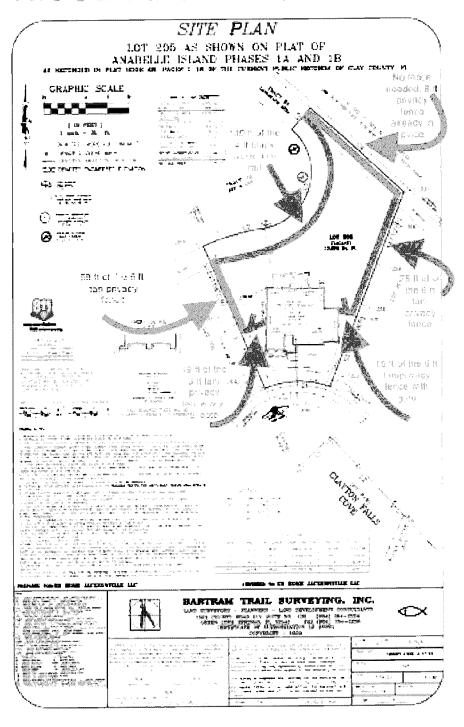
[SIGNATURE PAGE TO VARIANCE AGREEMENT FOR INSTALLATION OF IMPROVEMENTS WITHIN ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT EASEMENT]
Witnesses: By: DANGE GOWENS Chair/Vice Chair, Board of Supervisors ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT By: DANGE GOWENS Chair/Vice Chair, Board of Supervisors Address
By: Short Print Name With Fartur Kuy Jay Fl 32256 Address
The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 23 day of 2025, by 2025, by 2025, by as Chair/Vice Chair of the Board of Supervisors of the Anabelle Island Community Development District, on behalf of said district. The person is personally known to me or produced as identification.
NOTARY PUBLIC SANDRA GILBERT MY COMMISSION # HH 606967 EXPIRES Fabruary 25 2028 (Print, Type or Stramp Commissioned Name of Notary Public)

[END OF SIGNATURE PAGES]

BK: 4979 PG: 2016

EL 1 of 1

NICOLE & CLEVELAND HILL



CFN # 2025050096, OR BK: 4980 PG: 2159, Pages 1 / 6, Recorded 10/23/2025 9:13 AM, Doc: E TARA S. GREEN Clerk of Court and Comptroller, Clay County, FL Rec: \$52.50 Doc D: \$0.70 Deputy Clerk BlankenshipT

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.: 39-05-25-010097-012-06

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 made effective as of the 17th day of September 2025, by and among James Winchell Jr. and Patricia Winchell, husband and wife ("Owner"), residing at 2543 Clayton Falls Cv, Green Cove Springs, Florida 32043, and the Anabelle Island Community Development District ("District"), a local unit of limited special purpose government created pursuant to Chapter 190, Florida Statutes, as amended.

WITNESSETH:

WHEREAS, Owner is the owner of Lot 206, according to the plat ("Plat") titled Anabelle Island Phases 1A and 1B, recorded in Plat Book 68, Page(s) 1-18, in the Public Records of Clay County, Florida ("Property"); and

WHEREAS, Owner desires to erect certain improvements described and limited to a fence ("Improvement") within a District drainage easement ("Easement") located on Lot 206 ("Easement Area"), as shown on the Plat and the plans attached hereto as Exhibit A; and

WHEREAS, due to the District's legal interests in the Easement, among other reasons, Owner requires the District's consent before constructing the Improvement within the Easement Area; and

WHEREAS, the District has agreed to consent to the installation of the Improvement within the Easement Area, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of Fifty-Two Dollars and Fifty Cents (\$52.50) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:

- 1. **Recitals**. The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.
- 2. Easement for Improvement Installation & Maintenance; Limitation. Subject to the terms of this Agreement, the District hereby grants Owner the right, privilege, and permission to install and maintain removable Improvement limited to that which is described herein and no other, on the Easement Area in conformance with the plans attached hereto as Exhibit A.
 - 3. **Owner Responsibilities.** The Owner has the following responsibilities:
 - a. The Owner shall be fully responsible for the installation and maintenance of the Improvement.
 - b. The Owner shall be responsible for ensuring that the installation and maintenance of the Improvement are conducted in compliance with all applicable laws (including but not limited to building codes, set back requirements, etc.).

BK: 4980 PG: 2160

- 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 Improvement. 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 Improvement 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 Improvement includes 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 Improvement 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 Improvement and shall provide written documentation of such marking to the District prior to beginning any work.
- f. Upon completion of the installation, the Improvement will be owned by the Owner. Owner shall be responsible for the maintenance and repair of any such Improvement and agrees to maintain the Improvement 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 Improvement. 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, costs, and claims of any kind or nature 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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

Witnesses:	JAMES WINCHELL JR
By: Burn Mune	By: James Winds Of, Name: James Winds II JR
Print Name	Title: Home Owner
Address FU172002	
By: Oliva Vandesta	PATRICIA WINCHELL
Olivia Van Dejke Print Name	Name: Tatwin Unchail
Address Fu Michael	Title: hand owner
STATE OF FLORIDA) COUNTY OF Clay)	
The foregoing instrument was acknowledged by notarization this 2 ^{ves} day of <u>XASER</u> , 2025, by <u>John Winchess</u> . The person □ is personally known to identification.	efore me by means of \$\mathbb{B}\$ physical presence or \$\mathbb{O}\$ online \[\text{ec} \text{Wincheil} \text{and } \text{Value of } \text{A} \] o me or \$\mathbb{D}\$ produced \[\text{FUDL} \text{as} \] as
Expires October 11, 2026	TARY PUBLIC JOYGE Pioc Poctriques nt, Type or Stamp Commissioned Name of Notary Public)

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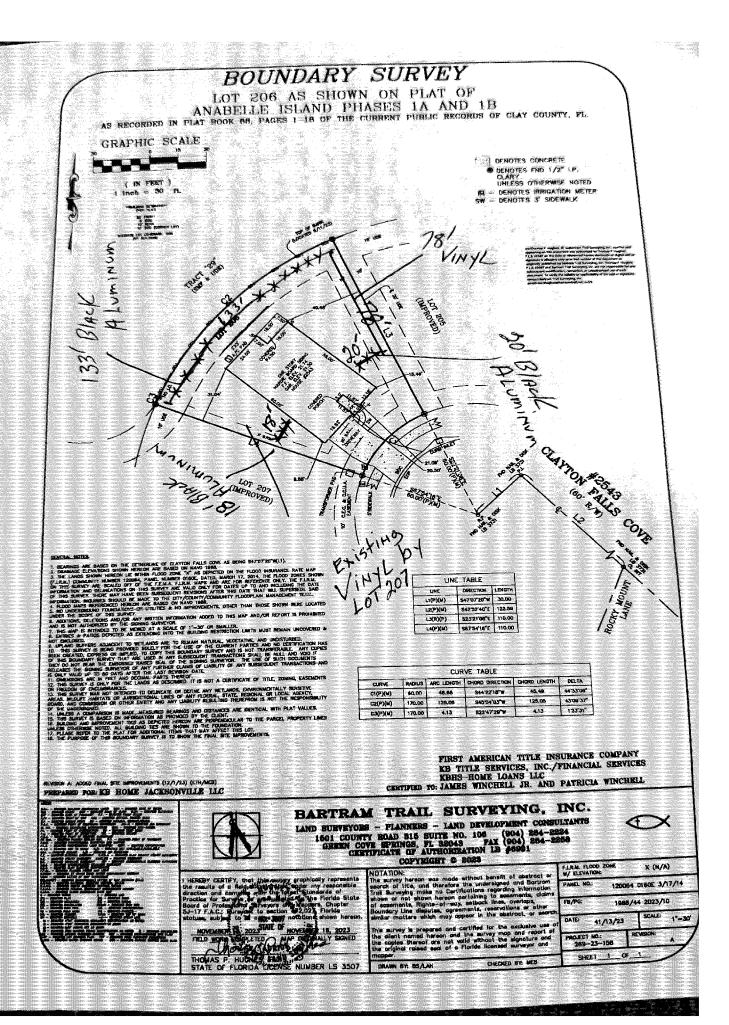
BK: 4980 PG: 2163

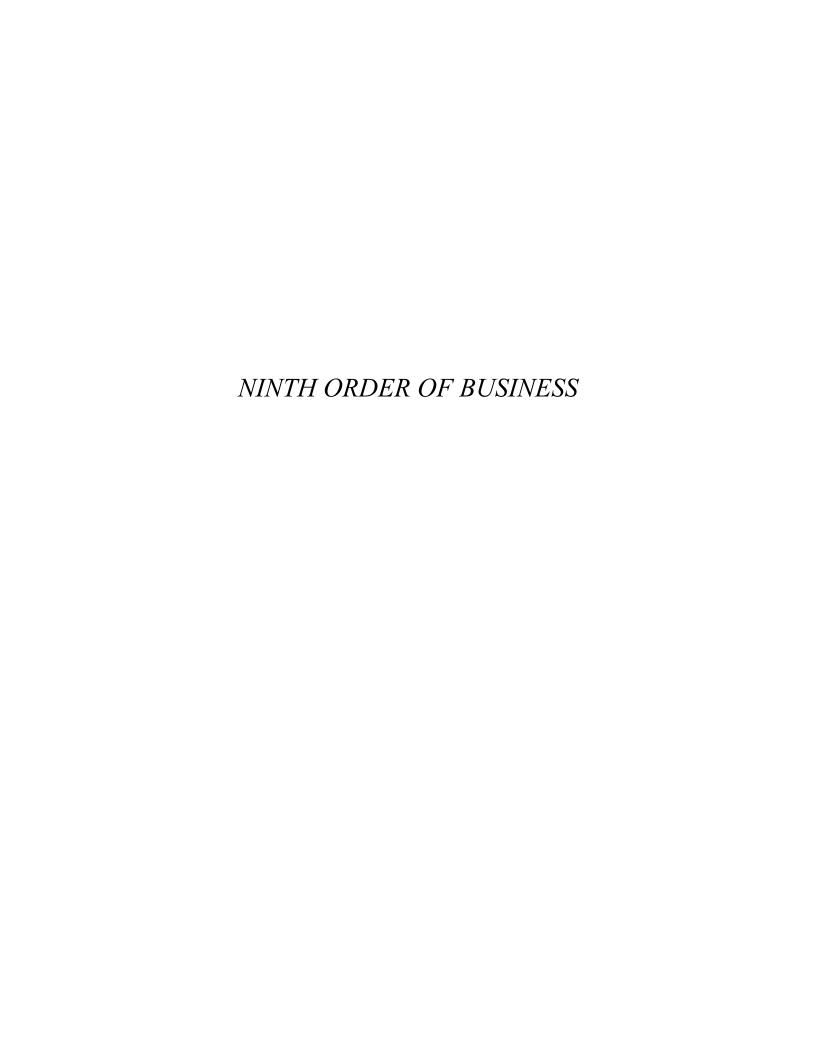
[SIGNATURE PAGE TO VARIANCE AGREEMENT FOR INSTALLATION OF IMPROVEMENTS WITHIN ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT EASEMENT]

Witnesses: By: Delly Doige W. Wodryff Print Name 10475 Fortune Pkng 32256 Address	ANABELLE IS AND COMMUNITY DEVELOUMEN DISTRICT By: Chair/Vice Chair, Board of Supervisors
By: Status Pkucy Jax P 3 Address	225C
notarization this 22 day of Sept. 2025, by the Board of Supervisors of the Anabelle Island Commu person is personally known to me or produced. NO	efore me by means of physical presence or online as Chair/Vice Chair of nity Development District, on behalf of said district. The as identification. TARY PUBLIC SANDRA GILBERT MY COMMISSION # HH 606967 Int, Type behavior Commission For Public)

[END OF SIGNATURE PAGES]

Exhibit A: Plans





RESOLUTION 2026-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT AMENDING THE FISCAL YEAR 2025 GENERAL BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District ("**Board**") previously adopted a final General Fund Budget ("**Budget**") for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("**Fiscal Year 2025**"); and

WHEREAS, the Board desires to amend the Fiscal Year 2025 Budget to reflect changes to budgeted revenues and expenses approved during Fiscal Year 2025; and

WHEREAS, pursuant to Chapters 189 and 190, *Florida Statutes*, the Board is authorized to amend the Fiscal Year 2025 Budget within sixty (60) days following the end of Fiscal Year 2025; and

WHEREAS, the Board finds that it is in the best interest of the District and its landowners to amend the Fiscal Year 2025 Budget to reflect the actual appropriations.

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

SECTION 1. BUDGET AMENDMENT.

- **a.** The Board has reviewed the proposed amended Budget, copies of which are on file with the office of the District Manager and at the District's Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- **b.** The amended Budget attached hereto as **Exhibit A** and incorporated herein by reference as further amended by the Board is hereby adopted in accordance with the provisions of sections 190.008(2)(a) and 189.016(6), *Florida Statutes*; provided, however, that the comparative figures contained in the amended Budget as adopted by the Board (together, "**Adopted Annual Budget**") may be further revised as deemed necessary by the District Manager to further reflect actual revenues and expenditures for Fiscal Year 2025.
- c. The Adopted Annual Budget shall be maintained in the office of the District Manager and the District Records Office and identified as "The Adopted Budget for Anabelle Island Community Development District for the Fiscal Year Ending September 30,

2025, as amended and adopted by the Board of Supervisors effective November 19, 2025."

SECTION 2. APPROPRIATIONS. There is hereby appropriated out of the revenues of the District, the fiscal year beginning October 1, 2024, and ending September 30, 2025, the sums set forth below, to be raised by special assessments or otherwise, which sums are deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

		ay of November, 2025. ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT	
SECTION 5. EFF		1 1	
~~ ~~~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	ECTIVE DATE. Th	his Resolution shall take effect upon adoption.	
	n shall not affect the	e invalidity or unenforceability of any one or movalidity or enforceability of the remaining portion	
		trict resolutions or parts thereof in actual conflonflict, superseded and repealed.	ict
TOTAL ALL FUN	DS		
CAPITAL RESERV	VE FUND		
	UND (SERIES 2022		
DEBT SERVICE F			

Amended Fiscal Year 2025 Budget

Exhibit A:

EXHIBIT A: Amended Fiscal Year 2025 Budget

Anabelle Island Community Development District

FY 2025 Budget Amendment

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

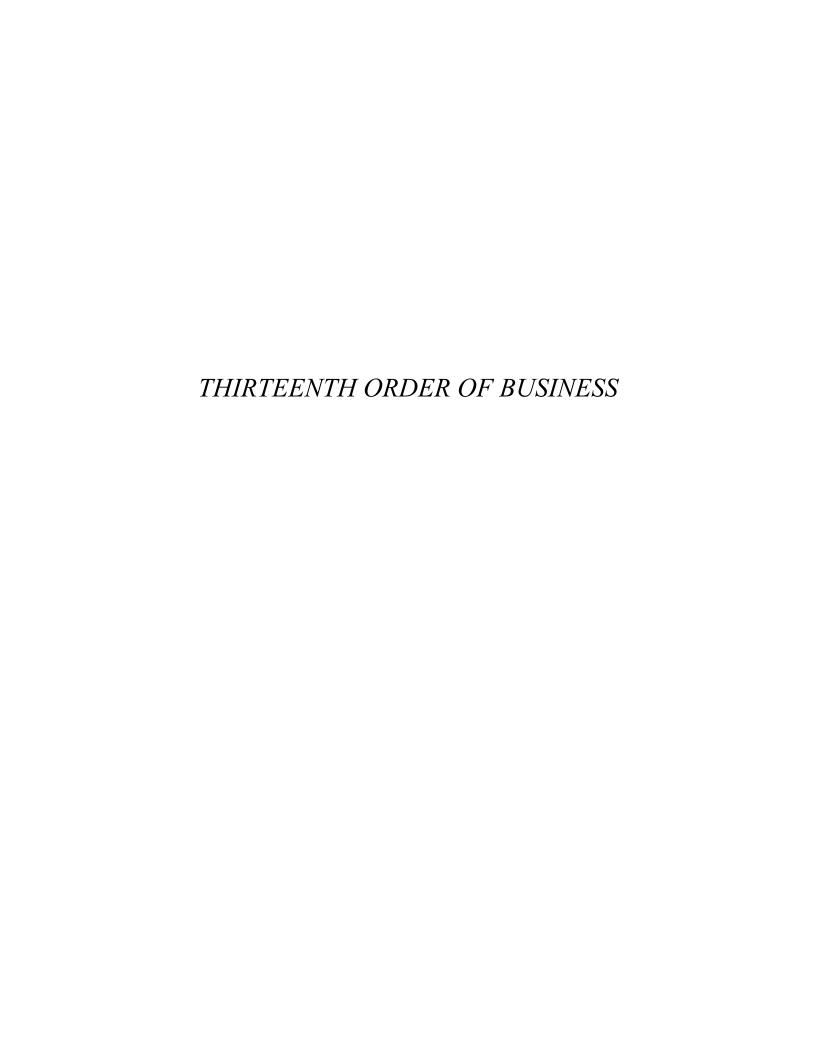
Description	Ad	Adopted FY 25 Increase/ Amended FY 25 Budget (Decrease) Budget			Actual 9/30/25			
Revenues								
Special Assessments - Tax Roll	\$	196,272	\$	392	\$	196,664	\$	196,664
Special Assessments - Direct Bill		49,634		-		49,634		49,634
Developer Contributions		162,643		-		162,643		115,790
Interest Income Other Income		-		401 53		401 53		401 53
Other filcome		-		55		55		55
Total Revenues	\$	408,550	\$	845	\$	409,395	\$	362,542
Expenditures								
General & Administrative:								
Supervisors Fees	\$	6,000	\$	(3,600)	\$	2,400	\$	2,400
FICA Taxes		454		(270)		184		184
Engineering		5,000		7,000		12,000		9,181
Attorney		15,000		40,000		55,000		46,025
Arbitrage Rebate		700		-		700		-
Assessment Roll Administration		5,618 3,933		-		5,618 3,933		5,618 3,933
Dissemination Agent Annual Audit		5,700		-		5,700		5,700
Trustee Fees		6,500		(1,384)		5,116		5,116
Management Fees		53,090		(1,301)		53,090		53,090
Website Maintenance		1,200		_		1,200		1,200
Information Technology		1,800		-		1,800		1,800
Telephone		300		-		300		97
Postage		500		-		500		300
Insurance General Liability		6,149		(1,983)		4,166		4,166
Printing		500		-		500		395
Legal Advertising		2,500		-		2,500		442
Other Current Charges		700		-		700		641
Office Supplies		100		-		100		3
Dues, Licenses & Subscriptions		175		-		175		175
Total General & Administrative	\$	115,918	\$	39,763	\$	155,681	\$	140,467
Operations & Maintenance								
Ground Maintenance:								
Electric	\$	1,500	\$	1,169	\$	2,669	\$	2,669
Water & Sewer/Irrigation		23,000		-		23,000		12,157
Repairs & Maintenance		5,000		- 7,500		5,000 7,500		4,204 7,500
Facility Management Landscape - Contract		118,520		7,500 (18,117)		7,500 100,403		7,500 100,403
Landscape - Contract Landscape - Contingency		20,000		(10,117)		20,000		8,041
Lake Maintenance		11,040		-		11,040		11,040
Irrigation Repairs		10,000		-		10,000		7,082
Total Ground Maintenance	\$	189,060	\$	(9,448)	\$	179,612	\$	153,096

Anabelle Island Community Development District

FY 2025 Budget Amendment

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

Description	Ado	opted FY 25 Budget	Increase/ (Decrease)		Am	ended FY 25 Budget	Actual 9/30/25	
Amenity Center:								
Insurance	\$	4,571	\$	5,276	\$	9,847	\$	9,847
Internet		2,000		(2,000)		-		-
Electric		16,000		-		16,000		8,618
Water/Irrigation		15,000		-		15,000		3,782
Refuse Service		1,000		-		1,000		1,000
Access Cards		2,500		-		2,500		-
Janitorial Maintenance		14,000		-		14,000		12,000
Janitorial Supplies		4,000		-		4,000		-
Pool Maintenance		15,000		-		15,000		15,000
Pool Chemicals		10,000		800		10,800		10,012
Pool Permit		500		-		500		-
Facility Maintenance		7,500		-		7,500		5,662
Repairs & Maintenance		10,000		-		10,000		-
Office Supplies		200		-		200		-
ASCAP/BMI License Fees		500		(500)		-		-
Pest Control		800		535		1,335		1,335
Total Amenity Center	\$	103,571	\$	4,111	\$	107,682	\$	67,256
Total Expenses	\$	408,550	\$	34,426	\$	442,975	\$	360,819
Excess Revenues (Expenditures)	\$	(0)	\$	(33,580)	\$	(33,580)	\$	1,723
Fund Balance - Beginning	\$	0	\$	33,580	\$	33,580	\$	25,744
Fund Balance - Ending	\$	-	\$	-	\$	-	\$	27,467



A.

Community Development District

Unaudited Financial Reporting October 31, 2025



Community Development District Combined Balance Sheet October 31, 2025

	General Fund	D	Debt Service Fund	Сар	ital Project Fund	Gover	Totals Inmental Funds
Assets:							
Cash:							
Operating Account	\$ 20,240	\$	-	\$	-	\$	20,240
Investments:							
Custody	465		-		-		465
<u>Series 2022</u>							
Reserve	-		173,408		-		173,408
Revenue	-		155,157		-		155,157
Construction	-		-		27,910		27,910
Assessment Receivable	714		893		-		1,607
Deposits	1,975		-		-		1,975
Total Assets	\$ 23,395	\$	329,457	\$	27,910	\$	380,762
Liabilities:							
Accounts Payable	\$ 32,781	\$	-	\$	-	\$	32,781
Total Liabilites	\$ 32,781	\$		\$		\$	32,781
Fund Balance:							
Nonspendable:							
Deposits	\$ 1,975	\$	-	\$	-	\$	1,975
Restricted for:							
Debt Service - Series	-		329,457		-		329,457
Capital Project - Series	-		-		27,910		27,910
Unassigned	(11,361)		-		-		(11,361)
Total Fund Balances	\$ (9,386)	\$	329,457	\$	27,910	\$	347,981
Total Liabilities & Fund Balance	\$ 23,395	\$	329,457	\$	27,910	\$	380,762

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2025

	Adopted	Prora	ated Budget		Actual			
	Budget		10/31/25	Thru	ı 10/31/25	V	ariance	
Revenues:								
Special Assessments - Tax Roll	\$ 277,488	\$	714	\$	714	\$	-	
Developer Contributions	150,832		21,136		21,136		-	
Interest Income	500		42		1		(40)	
Other Income	-		-		263		263	
Total Revenues	\$ 428,820	\$	21,892	\$	22,114	\$	222	
Expenditures:								
General & Administrative:								
Supervisors Fees	\$ 6,000	\$	500	\$	200	\$	300	
FICA Taxes	454		38		15		23	
Engineering	5,000		417		1,693		(1,276)	
Attorney	35,000		2,917		-		2,917	
Arbitrage Rebate	700		58		-		58	
Assessment Roll Administration	5,899		5,899		5,899		(0)	
Dissemination Agent	4,129		344		344		0	
Annual Audit	5,800		483		-		483	
Trustee Fees	5,200		433		2,638		(2,204)	
Management Fees	55,745		4,645		4,645		(0)	
Website Maintenance	1,260		105		105		-	
Information Technology	1,890		158		158		-	
Telephone	300		25		19		6	
Postage	500		42		393		(351)	
Insurance General Liability	6,729		6,340		6,340		_	
Printing	500		42		123		(81)	
Legal Advertising	2,500		208		193		15	
Other Current Charges	700		58		59		(1)	
Office Supplies	100		8		0		8	
Dues, Licenses & Subscriptions	175		175		175		-	
Total General & Administrative	\$ 138,580	\$	22,895	\$	22,999	\$	(104)	
Operations & Maintenance								
Ground Maintenance								
Electric	\$ 3,000	\$	250	\$	164	\$	86	
Reclaimed Water	18,000		1,500		2,243		(743)	
Repairs & Maintenance	5,000		417		-		417	
Field Operations Management	15,000		1,250		1,250		-	
Landscape - Contract	118,520		9,877		8,367		1,510	
Landscape - Contingency	10,000		833		-		833	
Lake Maintenance	11,040		920		920		-	
Irrigation Repairs	10,000		833		-		833	
Subtotal Ground Maintenance	\$ 190,560	\$	15,880	\$	12,944	\$	2,936	

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2025

	Adopted		ated Budget		Actual		
	Budget	Thru	ı 10/31/25	Thru	ı 10/31/25	V	ariance
Amenity Center							
Insurance	\$ 11,840	\$	18,386	\$	18,386	\$	-
Internet	1,000		83		-		83
Electric	9,000		750		765		(15)
Water & Sewer/Irrigation	7,500		625		318		307
Refuse Service	2,000		167		256		(90)
Access Cards	2,000		167		-		167
Janitorial Maintenance	12,840		1,070		1,070		-
Janitorial Supplies	4,000		333		-		333
Pool Maintenance	16,050		1,338		1,338		-
Pool Chemicals	10,700		892		892		(0)
Pool Permit	500		42		-		42
Facility Maintenance	7,500		625		-		625
Repairs & Maintenance	10,000		833		-		833
Special Events	2,000		167		-		167
Holiday Decorations	1,000		83		-		83
Office Supplies	200		17		-		17
Pest Control	1,550		129		-		129
Subtotal Amenity Center	\$ 99,680	\$	25,706	\$	23,024	\$	2,682
Total Operations & Maintenance	\$ 290,240	\$	41,586	\$	35,968	\$	5,618
Total Expenditures	\$ 428,820	\$	64,481	\$	58,967	\$	5,514
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$	(42,589)	\$	(36,853)	\$	(5,292)
Net Change in Fund Balance	\$ -	\$	(42,589)	\$	(36,853)	\$	(5,292)
Fund Balance - Beginning	\$ -			\$	27,467		
Fund Balance - Ending	\$			\$	(9,386)		

Community Development District Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Special Assessments - Tax Roll	\$ 714 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	714
Developer Contributions	21,136	-	-	-	-	-	-	-	-	-	-	-	21,13
Interest Income	1	-	-	-	=	-	-	-	-	-	-	-	
Other Income	263	-	-	-	-	-	-	-	-	-	-	-	263
Total Revenues	\$ 22,114 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	22,114
Expenditures:													
General & Administrative:													
Supervisors Fees	\$ 200 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	200
FICA Taxes	15	-	-	-	-	-	-	-	-	-	-	-	15
Engineering	1,693	-	-	-	-	-	-	-	-	-	-	-	1,693
Attorney	-	-	-	-	-	-	-	-	-	-	-	-	
Arbitrage Rebate	-	-	-	-	-	-	-	-	-	-	-	-	
Assessment Roll Administration	5,899	-	-	-	-	-	-	-	-	-	-	-	5,899
Dissemination Agent	344	-	-	-	-	-	-	-	-	-	-	-	344
Annual Audit	-	-	-	-	-	-	-	-	-	-	-	-	
Trustee Fees	2,638	-	-	-	=	-	-	-	-	-	-	-	2,638
Management Fees	4,645	-	-	-	=	-	-	-	-	-	-	-	4,645
Website Maintenance	105	-	-	-	=	-	-	-	-	-	-	-	105
Information Technology	158	_	-	-	-	-	-	-	-	-	-	-	158
Telephone	19	_	_	-	_	_	-	-	_	-	_	_	19
Postage	393	_	-	-	-	-	-	-	-	-	-	-	393
Insurance General Liability	6,340	_	_	-	-	-	-	-	_	-	-	-	6,340
Printing	123	_	_	_	_	_	_	_	_	_	_	_	123
Legal Advertising	193	_	_	_	_	_	_	_	_	_	_	_	193
Other Current Charges	59	_	_	_	_	_	_	_	_	_	_	_	59
Office Supplies	0											_	(
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Total General & Administrative	\$ 22,999 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	22,999
Operations & Maintenance													
Ground Maintenance													
Electric	\$ 164 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	164
Reclaimed Water	2,243	-	=	=	=	=	=	-	-	=	=	- '	2,243
Repairs & Maintenance	-	-	-	-	=	-	-	-	-	-	-	-	
Field Operations Management	1,250	_	-	-	-	-	-	-	_	-	-	-	1,250
Landscape - Contract	8,367	_	-	-	-	-	-	-	_	-	-	-	8,367
Landscape - Contingency	-	-	-	-	-	_	-	-	-	-	-	-	0,50
Lake Maintenance	920	_	-	-	-	-	-	-	_	-	-	_	920
Irrigation Repairs	-	-	-	-	-	-	-	-	-	-	-	-	720

Community Development District Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Amenity Center													
Insurance	\$ 18,386 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	18,386
Internet	· <u>-</u>	=	-	-	=	=	-	=	-	-	=	-	
Electric	765	=	-	-	-	-	-	=	-	-	=	-	765
Water & Sewer/Irrigation	318	-	-	-	-	-	-	-	-	-	-	-	318
Refuse Service	256	-	-	-	-	-	-	-	-	-	-	-	256
Access Cards	-	-	-	-	-	-	-	-	-	-	-	-	-
Janitorial Maintenance	1,070	-	-	-	-	-	-	-	-	-	-	-	1,070
Janitorial Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-
Pool Maintenance	1,338	-	-	-	-	-	-	-	-	-	-	-	1,338
Pool Chemicals	892	-	-	-	-	-	-	-	-	-	-	-	892
Pool Permit	-	-	-	-	=	-	-	=	-	-	=	-	-
Facility Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Repairs & Maintenance	-	-	-	-	=	-	-	=	-	-	=	-	-
Special Events	-	-	-	-	-	-	-	-	-	-	-	-	-
Holiday Decorations	-	-	-	-	-	-	-	-	-	-	-	-	-
Office Supplies	-	-	-	-	=	-	-	=	-	-	=	-	-
Pest Control	-	-	-	-	-	=	-	=	-	-	=	-	-
Subtotal Amenity Center	\$ 23,024 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	23,024
Total Operations & Maintenance	\$ 35,968 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	35,968
Total Expenditures	\$ 58,967 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	58,967
Excess (Deficiency) of Revenues over Expenditures	\$ (36,853) \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	(36,853)
Net Change in Fund Balance	\$ (36,853) \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	(36,853)

Community Development District

Debt Service Fund Series 2022

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2025

	Adopted	Prora	ted Budget		Actual		
	Budget	Thru	10/31/25	Thr	u 10/31/25	Va	ariance
Revenues:							
Special Assessments - Tax Roll	\$ 346,860	\$	893	\$	893	\$	-
Interest Income	2,000		167		995		828
Total Revenues	\$ 348,860	\$	1,060	\$	1,888	\$	828
Expenditures:							
Interest - 11/1	\$ 106,175	\$	-	\$	-	\$	-
Interest - 5/1	106,175		-		-		-
Principal - 5/1	135,000		-		-		-
Total Expenditures	\$ 347,350	\$	-	\$	-	\$	-
Excess (Deficiency) of Revenues over Expenditures	\$ 1,510	\$	1,060	\$	1,888	\$	828
Other Financing Sources/(Uses):							
Transfer In/(Out)	\$ -	\$	-	\$	-	\$	-
Total Other Financing Sources/(Uses)	\$ -	\$	-	\$	-	\$	-
Net Change in Fund Balance	\$ 1,510	\$	1,060	\$	1,888	\$	828
Fund Balance - Beginning	\$ 152,928			\$	327,569		
Fund Balance - Ending	\$ 154,438			\$	329,457		

Community Development District

Statement of Revenues and Expenditures

Capital Projects Fund

For The Period Ending October 31, 2025

Description	S	E 2022
Revenues		
Interest Income:		
Construction	\$	85
Transfer In		-
Total Revenues	\$	85
Expenditures		
Capital Outlay	\$	-
Transfer Out		-
Total Expenditures	\$	-
Excess Revenues (Expenditures)	\$	85
Beginning Fund Balance	\$	27,826
Ending Fund Balance	\$	27,910

Community Development District

Long Term Debt Report

Series 2022, Special A	Assessment Refundin	g 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 2026 Assessments Receipts Summary

	UNITS	SERIES 2022	FY26 O&M	
ASSESSED	ASSESSED	DEBT ASSESSED	ASSESSED	TOTAL ASSESSED
ASSESSED REVENUE TAX ROLL	369	346,860.00	277,488.00	624,348.00

	SERIES 2022	O&M	
DUE / RECEIVED	DEBT RECEIVED	RECEIVED	TOTAL RECEIVED
TAX ROLL DUE / RECEIVED	892.98	714.38	1,607.36
BALANCE DUE	345,967.02	276,773.62	622,740.64

	SUMMARY OF	TAX ROLL RECEIPT	s	
	DATE	SERIES 2022		
CLAY COUNTY DISTRIBUTION	RECEIVED	DEBT RECEIVED	O&M RECEIVED	TOTAL RECEIVED
1	11/6/2025	892.98	714.38	1,607.36
		-	-	
		-	-	
		-	-	
		-	-	
		-	-	
		-	-	
		-	-	
		-	-	
		-	-	
		-	-	
		-	-	
		-	-	
		-	-	
		-	-	
		-	-	
		_	-	
TOTAL RECEIVED TAX ROLL		892.98	714.38	1,607.36

PERCENT COLLECTED	2022	O&M	TOTAL
% COLLECTED TAX ROLL	0.26%	0.26%	0.26%

C.

Community Development District

Check Register October 31, 2025

	Date	Check #'s		Amount
General Fund				
Payroll	10/16/25	500034		\$ 184.70
		- -	Subtotal	\$ 184.70
Accounts Payable	10/15/25	305-315		\$ 38,852.27
		-	Subtotal	\$ 38,852.27
Autopay	10/22/25 10/28/25	CCUA Clay Electric		\$ 2,561.03 929.08
		-	Subtotal	\$ 3,490.11
		Total		\$ 42,527.08

	l 1						
CHECK	10/16/2025						
CHECK	184.70	184.70					
	1 1 1						
	! ! !					• :	No.
EMPLOYEE NAME	ROSE S BOCK	TOTAL FOR REGISTER					
*	2	TOTAL					

Н

RUN 10/16/25 PAGE

PAYROLL CHECK REGISTER EMPLOYEE NAME

EMP #

CHECK #

PR300R

50034

AICD ANABELLE ISLAN DLAUGHLIN

ATTENDANCE SHEET

Supervisor	In Attendance	Fees
Sarah Milner		NO
Derek Citino		NO
Darren Gowens		NO
Marcus Martinez		NO
Rose Bock		\$200
,		

PLEASE RETURN COMPLETED FORM TO OKSANA KUZMUK

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 11/12/25 PAGE 1
*** CHECK DATES 10/01/2025 - 10/31/2025 *** ANABELLE ISLAND - GENERAL FUND

CHECK DATES	B B	ANK A ANABELLE - GENERAL			
CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT#	VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
10/16/25 00024	10/01/25 10012025 202510 320-57200-	45600	*	65.50	
	RESIDENTIAL COLLECTION SV 10/01/25 10012025 202510 320-57200-		*	24.00	
	RESIDENTIAL DISPOSAL	CLAY COUNTY ENVIRONMENTAL FUND			89.50 000305
10/16/25 00003	10/02/25 2025-304 202510 310-51300-	48000	*	73.50	
	NOTICE OF RULE DEVELOPMNT	CLAY TODAY NEWSPAPER			73.50 000306
	FY26 ASSESSMENT ROLL CERT	ı		3,033.00	
		GOVERNMENTAL MANAGEMENT SERVICES			5,899.00 000307
10/16/25 00001	10/01/25 102 202510 310-51300- OCT MANAGEMENT FEES	34000	*	4,645.42	
	10/01/25 102 202510 310-51300- OCT WEBSITE ADMIN	35300	*	105.00	
	10/01/25 102 202510 310-51300- OCT INFORMATION TECH	35100	*	157.50	
	10/01/25 102 202510 310-51300- OCT DISSEMINATION SVCS	31300	*	344.08	
	10/01/25 102 202510 310-51300- OFFICE SUPPLIES	51000	*	.36	
	10/01/25 102 202510 310-51300- POSTAGE	42000	*	392.53	
	10/01/25 102 202510 310-51300- COPIES	42500	*	122.85	
	10/01/25 102 202510 310-51300- TELEPHONE	41000	*	19.23	
	1 ELEPHONE	GOVERNMENTAL MANAGEMENT SERVICES			5,786.97 000308
	9/15/25 13012 202508 310-51300- AUG GENERAL COUNSEL		*	3,504.80	
	AUG GENERAL COUNSEL	KILINSKI VAN WYK PLLC			3,504.80 000309
10/16/25 00011	10/06/25 13231 202509 310-51300-	31500	*	4,358.50	
	SEP GENERAL COUNSEL	KILINSKI VAN WYK PLLC			4,358.50 000310
10/16/25 00015	10/01/25 312629B 202510 320-57200- OCT LAKE MAINTENANCE	44400	*		
	OCI LARE MAINIENANCE	THE LAKE DOCTORS			920.00 000311
10/16/25 00005	9/15/25 2027-1-2 202509 310-51300- PROF SRVCS THUR 9/6/2025	31100	*	6,878.00	
	PROF SRVCS INUR 9/0/2025	LIVE OAK ENGINEERING			6,878.00 000312

AICD ANABELLE ISLAN OKUZMUK

*** CHECK DATES 10/01/2025 - 10/31/2025 *** A	ACCOUNTS PAYABLE PREPAID/COMPUTER NABELLE ISLAND - GENERAL FUND ANK A ANABELLE - GENERAL	CHECK REGISTER	RUN 11/12/25	PAGE 2
CHECK VEND#INVOICEEXPENSED TO DATE DATE INVOICE YRMO DPT ACCT#		STATUS	AMOUNT	CHECK AMOUNT #
10/16/25 00013 10/03/25 173821 202510 320-57200-		*	8,367.00	
OCT LANDSCAPE MAINTENANCE	FLORIDA ULS OPERATING LLC			8,367.00 000313
10/16/25 00013 7/09/25 159747 202507 320-57200-	43500	*	2,720.00	
SUMMER FLOWER ROTATION	FLORIDA ULS OPERATING LLC			2,720.00 000314
10/16/25 00013 8/25/25 166735 202508 320-57200-	43600	*	255.00	
IRRIGATION LINES CAPPED	FLORIDA ULS OPERATING LLC			255.00 000315
	TOTAL FOR BAN	NK A	38,852.27	
	TOTAL FOR REC	GISTER	38,852.27	

AICD ANABELLE ISLAN OKUZMUK



Invoice

Date: 10/01/25

Clay County Department of Environmental Services

> Due Date: **ASAP**

Annabelle Island/Governmental Management Serivce Inc. 2403 Dallas Creek Lane Green Cove Springs, FL 32043

Service Address: 2360 Dallas Creek Lane Green Cove Springs, FL 32043

Annual Invoice

Billing Period	Description		Total
FY 25-26	Residential Collection Service	\$	65.50
FY 25-26	Residential Disposal	\$	24.00
			:
,			
		!	
			į
		:	
			:
:			
			3
•	Total	\$	89.50

Make all checks payable to: Clay County Environmental Fund Thank you for your business!

Remit Payment To:

3545 Rosemary Hill Road, Green Cove Springs, FL 32043-8562

For questions or concerns, please contact our office:

Office: (904) 284-6374, 269-6374 Fax: (904) 284-0345 Email: SWExemptions@claycountygov.com

Please Note



Invoice Number: 2025-304354 Invoice Date: 10/2/2025 Due Date: 11/1/2025



vitilan of Ostean Media Group

/ Today

Clay Today 3513 US Hwy 17 Fleming Island, FL 32003 904-264-3200

BILL TO
Sarah Sweeting
Anabelle Island CDD c/o GMS LLC
475 West Town Place, Suite 114
ST AUGUSTINE, FL 32092

Advertiser
Anabelie Island CDD c/o GMS LLC

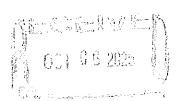
Customer ID 21005

Involce Notes	PO#	Pub.			AdTitle	Ad Size	Color	Ad Inch	Net
Legal # 164307	Notice of Rule Development	CT - Clay Today	Oct 2	2025	1	Column Inch	Black & White	7,0000	\$73.50
	2000								
\$73.50									
Total:									

Please mail payments to: Osteen Media Group 3513 US Hwy 17 Fleming Island Florida 32003 Affidavit attached to this invoice.

Please call the office at 904-264-3200 if you would like to pay by credit card.

Please pay from this invoice. Email for inquiries or questions - legal@claytodayonline.com. Thank you for your business.



PUBLISHER AFFIDAVIT

PUBLISHER AFFIDAVIT CLAY TODAY Published Weekly Fleming Island, Florida

STATE OF FLORIDA COUNTY OF CLAY:

Before the undersigned authority personally appeared Hugh Osteen, who on oath says that he is the publisher of the "Clay Today" a newspaper published weekly at Fleming Island in Clay County, Florida; that the attached copy of Being a Legal Notice

In the matter of Notice of Rule Development

LEGAL: 164307

Was published in said newspaper in the issues: 10/2/2025

Affiant Further says that said "Clay Today" is a newspaper published at Fleming Island, in said Clay County, Florida, and that the said newspaper Has heretofore been continuously published in said Clay County, Florida, Weekly, and has been entered as Periodical material matter at the post Office in Orange Park, in said Clay County, Florida, for period of one year next proceeding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid not promised any person, him or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to me and subscribed before me 10/02/2025

Christy for Wayle @ 1915

NOTARY PUBLIC STATE OF FLORIDA

3513 US HWY 17 Fleming Island FL 32003 Telephone (904) 264-3200 FAX (904) 264-3285 E-Mail: legal@claytodayonline.com Christie Wayne christie@osteenmediagroup com

NOTICE OF RULE **DEVELOPMENT BY** ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT

In accordance with Chapters 120 and 190, Florida Statutes, the Anabelle Island Community Development District ("District") hereby gives notice of its intention to develop Amended and Restated Rules of Procedure, flule No 2025-01 ("Rules of Procedure"), to govern the operations of the District and as well as rules, rates, fees and charges, Rule No. 2025-01, ("Essement Rules and Rates"), applicable to installation of improvements within District abscrements. The Rules of Procedure will address such topics as the Board of Supervisors, officers and voling, district offices, public information and inspection of tecords, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants Competitive Negotistion Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

The purpose and effect of the Rules of Procedure is to provide for efficient and effective District oporations and to ensure compliance with recent changes to Florida law. The legal authority for the adoption of the proposed Rules of Procedure includes sections 190.011(5), 190.011(15) and 190.035, Florida Statutes (2025). The specific laws implemented in the Rules of Procedure includes sections 190.011(5), 190.011(15), 190.011(15), 190.011(15), 190.011(15), 190.011(15), 190.011(15), 190.011(15), 190.033, 190.035, 218.33, 218.391, 255.05.25, 255.092, 266.0105, 286.011, 286.0113, 286.0114, 287.017, 287.055, and 287.084, Florida Statutes.

Copies of the proposed Rules of Procedure, Easement Rules and Hates is to ensure compliance with the proper operation and maintenance of the District's stormwater management rules and Rates is to ensure compliance with the proper operation and maintenance of bigations as provided for in Section 190.035, Florida Statu

Governmental Management Services, LLC

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

Invoice

Invoice #: 104 Invoice Date: 9/15/25

Due Date: 9/15/25

Case:

P.O. Number:

Bill To:

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

Description	Hours/Qty	Rate	Amount
Assessment Roll Certification - FY 2026	***************************************	5,899.00	5,899.00
	- december of the second secon		
	Total		\$5,899.00
	Paymen	ts/Credits	\$0.00
	Balance	Due	\$5,899.0

Governmental Management Services, LLC

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

Invoice

Invoice #: 102 Invoice Date: 10/1/25 Due Date: 10/1/25

Case:

P.O. Number:

Payments/Credits

Balance Due

\$0.00

\$5,786.97

Bill To:

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

Description	Hours/Qty	Rate	Amount
Management Fees - October 2025 Website Administration - October 2025		4,645.42 105.00	4,645.42 105.00
nformation Technology - October 2025		157.50	157.50
Dissemination Agent Services - October 2025		344.08	344.08
Office Supplies		0.36	0.36
Postage		392.53	392.53
Copies		122.85	122.8
Telephone		19.23	19.23

	44 8 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4		
			and the second s
	Total		\$5,786.9



INVOICE

Invoice # 13012 Date: 09/15/2025 Due On: 10/15/2025

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
(\$0.00	+	\$3,504.80) - (\$0.00) =	\$3,504.80

AICDD-01

Anabelle Island - General Counsel

Туре	Attorney	Date	Notes	Quantity	Rate	Total
Service	CL	08/01/2025	Review original fence application for Lot 145.	0.30	\$285.00	\$85.50
Service	CL	08/01/2025	Revise notices of rule development and rulemaking.	0.30	\$285.00	\$85.50
Service	CL	08/04/2025	Review documents supporting easement encroachment for Lot 145	0.40	\$285.00	\$114.00
Service	CL	08/08/2025	Review draft agenda; Confer with M. Giles re: the same.	0.20	\$285.00	\$57.00
Service	JK	08/08/2025	Review updates to easement documents, releases and related matters	0.20	\$325.00	\$65.00
Service	CL	08/11/2025	Revise resolution setting hearing; Revise easement policy; Review draft agenda letter; Confer with M. Giles and K. Beach re: the same.	0.50	\$285.00	\$142.50
Service	JK	08/11/2025	Review tentative agenda; confer re: encroachment/easement policy	0.10	\$325.00	\$32.50
Service	CL	08/12/2025	Review July meeting minutes; Confer	0.20	\$285.00	\$57.00

			with K. Beach re: the same.			
Service	CL	08/13/2025	Strategize with M. Giles re: encroachment policy.	0.30	\$285.00	\$85.50
Service	CD	08/14/2025	Email communications with District staff regarding easements.	0.10	\$185.00	\$18.50
Service	CL	08/15/2025	Confer with M. Giles re: notice of hearing publication and supporting documents for Lots 34 and 35 fence encroachments; Review Lot 145 supporting documentation for encroachment agreement; Confirm appropriation resolution and assessment resolution accuracy.	1.20	\$285.00	\$342.00
Service	CL	08/18/2025	Confer with M. Giles re: public facilities report revisions.	0.10	\$285.00	\$28.50
Service	CL	08/19/2025	Confer with D. Taylor re: board of supervisor meeting.	0.30	\$285.00	\$85.50
Service	JK	08/20/2025	Review agenda and confer re: encroachment policy and rates for sure	0.20	\$325.00	\$65.00
Service	CL	08/20/2025	Prepare for and attend board of supervisors meeting.	3.40	\$285.00	\$969.00
Expense	KB	08/20/2025	Travel: Mileage - CL.	54.00	\$0.70	\$37.80
Service	CL	08/21/2025	Confer with K. Beach re: notices of rule development and rule making; Confer with M. Giles re: joint publication of rule hearings; Draft encroachment agreement for Lot 145.	1.00	\$285.00	\$285.00
Service	JK	08/22/2025	Review/edit initial easement encroachment agreement and finalize same for initial and future use	0.40	\$325.00	\$130.00
Service	CL	08/22/2025	Confer with M. Giles re: encroachment agreement.	0.30	\$285.00	\$85.50
Service	CD	08/22/2025	Analyze August 20, 2025 agenda, Rule Change regarding Variances in Easements, and proposed Notice regarding Same; Communications with District Staff; Research District website and current Rules of Procedure; Prepare Resolution Setting Public Hearing on Amended Rules, Amended Rules of Procedure with 2025 Legislative update; Notice of Rulemaking and Notice of Rules Development for Amended Rules, and Resolution adopting Amended	1.40	\$185.00	\$259.00

					Total	\$3,504.80
Service	CL	08/28/2025	Confer with M. Giles re: status of encroachment letters.	0.20	\$285.00	\$57.00
Service	CD	08/27/2025	Finalize Rules and documents for Rules and email to District Staff.	0.10	\$185.00	\$18.50
Service	CL	08/27/2025	Revise amended rules of procedure; Review variance agreement for Lot 35 (.1)	1.00	\$285.00	\$285.00
Service	CL	08/25/2025	Review variance agreement for Lot 34; Confer with M. Giles re: the same.	0.40	\$285.00	\$114.00
			Rules of Procedure. Analyze September Board of Supervisors' meeting information;			

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

Please pay within 30 days.



INVOICE

Invoice # 13231 Date: 10/06/2025 Due On: 11/05/2025

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
(\$3,504.80	+	\$4,358.50) - (\$0.00) =	\$7,863.30

AICDD-01

Anabelle Island - General Counsel

Туре	Attorney	Date	Notes	Quantity	Rate	Total
Service	CL	09/02/2025	Review variance agreement for completion.	0.40	\$285.00	\$114.00
Service	CL	09/03/2025	Confer with M. Giles re: status of outstanding easement variance agreements.	0.30	\$285.00	\$85.50
Service	CD	09/03/2025	Analyze and respond to Emails from District Staff; E-record Variance regarding Fence for 2865 Monroe Lakes Terrace through Simplifile; Review Recording Notice and Variance from Simplifile; Email recorded document to District Staff.	0.40	\$185.00	\$74.00
Expense	КВ	09/03/2025	Simplifile Recording: Recording fee for variance agreement for fence.	1.00	\$57.75	\$57.75
Service	CL	09/04/2025	Revise resolution resetting public hearings for encroachment policy and amended rules of procedure.	0.50	\$285.00	\$142.50
Service	JK	09/05/2025	Review/edit resolution regarding ratification of rules of procedure and	0.30	\$325.00	\$97.50

			implementation on an interim basis for easement policy, rates, fees and charges; update rule notices			
Service	CL	09/05/2025	Confer with K. Beach re: resolution resetting hearing; Review memorandum detailing legislative changes to Rules of Procedure; Confer with M. Giles re: the same.	0.40	\$285.00	\$114.00
Service	JK	09/05/2025	Prepare rule development and rulemaking notices; update resolution resetting hearing on same; update easement policy	0.60	\$325.00	\$195.00
Service	CL	09/12/2025	Review Resolution 2025-11, Ratifying Actions to Set a Public Hearing Date to Adopt an Easement Encroachment Policy, Rates and the Amended and Restated Rules; Review documents issued to residents in violation of District easements and strategize accordingly; Analyze Proposal from United Land Services for Mulch Installation.	1.60	\$285.00	\$456.00
Service	CL	09/15/2025	Confer with M. Giles re: encroachment agreement; Confer with D. Taylor re: underdrain report; Prepare for board of supervisors meeting.	0.60	\$285.00	\$171.00
Service	JK	09/15/2025	Review meeting materials; review easement correspondence and analyze same; review status of pond project; prepare for Board meeting	0.80	\$325.00	\$260.00
Service	CL	09/16/2025	Confer with M. Giles re: rules of procedure; Revise the same.	0.30	\$285.00	\$85.50
Service	JK	09/17/2025	Prepare for and attend Board meeting	5.10	\$325,00	\$1,657.50
Service	SD	09/17/2025	Receive Anabelle Island - Phase 1A and 1B Groundwater Engineering Report; upload same to District Files.	0.10	\$185.00	\$18.50
Expense	KB	09/17/2025	Travel: Mileage - JK.	194.00	\$0.70	\$135.80
Expense	KB	09/17/2025	Travel: Hotel - JK.	1.00	\$90.00	\$90.00
Expense	KB	09/17/2025	Travel: Meals - JK.	1.00	\$18.45	\$18.45
Service	CD	09/18/2025	Analyze email from District Staff. Research Lake Management Agreement and transmit same to District Staff.	0.20	\$185.00	\$37.00
Service	JK	09/18/2025	Call with management on easement	0.30	\$325.00	\$97.50

					Total	\$4,358.50
Service	CL	09/23/2025	Review status of ULS performance and possible defiency letter.	0.10	\$285.00	\$28.50
Service	JK	09/23/2025	Update letter shell regarding encroachments	0.10	\$325.00	\$32.50
Service	JK	09/22/2025	Research and prepare memorandum regarding Florida open carry law changes and impact to District operations and transmit same.	0.20	\$325.00	\$65.00
Service	JK	09/22/2025	Call on easements and ROW and options for same	1.00	\$325.00	\$325.00
			options and next steps; review documents on same			

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

Please pay within 30 days.

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 BI	LOW IF PAYING BY CREDIT CARD	
VISA Legation		
CARD NUMBER	EXP. DATE	
SIGNATURE	AMOUNT PAID	

ACCOUNT NUMBER	DATE	BALANCE
731491	10/1/2025	\$920.00

The Lake Doctors Post Office Box 162134

Altamonte Springs, FL 32716

0000007314912001000000031262900000009200054

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

Annabelle Island CDD Invoice Due Date 10/1/2025 Windsor Lakes Way Green Cove Springs, FL 32043 PO# 312629B **Invoice**

Invoice Date	Description	Quantity	Amount	Tax	Total
10/1/2025	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@amsnf.com,okuzmuk@gmsnf.com

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



Live Oak Engineering

2509 7th Ave S

Birmingham, AL 35233

INVOICE

Invoice Number:

2027-1-2

Date:

September 15, 2025

Project Number: Payment Terms:

2027-1 Net 30

Anabelle Island CDD

Attn: Governmental Management Services, LLC

475 West Town Place

Suite 114

St. Augustine, FL 32092

Anabelle Island CDD

For Professional Services Rendered Through: September 06, 2025

Work this period consists of project discussion with district council on drainage easement encroachments.

Completion of Public Facilities Report

Review of Underdrain design with a site visit.

County coordination of sedimentation in CDD drainage pipes

Professional Services

Limit

Consent District Engineer Corvices

General District Engineer Serv	vices				
		Hours	Rate	Amount	
CAD Designer II		4.50	95.00	\$ 427.50	
Engineer l		.50	110.00	\$ 55.00	
Engineer IV		7.50	175.00	\$ 1,312.50	
	Subtotal	12.50		\$ 1,795.00	
			Phase Subtotal		\$1,795.00
Public Facilites Report					
		Hours	Rate	Amount	
Administrative Specialist		.25	55.00	\$ 13.75	
CAD Designer II		4.50	95.00	\$ 427.50	
Engineer III		2.25	150.00	\$ 337.50	
Engineer IV		10.25	175.00	\$ 1,793.75	
	Subtotal	17.25		\$ 2,572.50	
Billing Limits		Current	Prior	Total	
Total Billings		\$ 2,572.50	\$ 0.00	\$ 2,572.50	

\$3,500.00

\$927.50

· ·				
	F	Phase Subtotal		\$2,572.50
Underdrain and Drainage Review				
-	Hours	Rate	Amount	
Administrative Specialist	.25	55.00	\$ 13.75	
Construction Inspector II	2.00	110.00	\$ 220.00	
Engineer III	8.00	150.00	\$ 1,200.00	
Engineer IV	16.50	175.00	\$ 2,887.50	
Principal Engineer	1.75	200.00	\$350.00	
Subto	otal 28.50		\$ 4,671.25	
Billing Limits	Current	Prior	Total	
Total Billings	\$ 4,671.25	\$ 0.00	\$4,671.25	
Limit			\$ 2,500.00	
Current				\$ 4,671.25
Adjustment				(\$ 2,171.25)
		Phase Subtotal		\$ 2,500.00
	Professional Serv	vices Subtotal		\$6,867.50
Reimbursable Expenses				
Reimbursable Expenses				
			Amount	
Mileage - 15 Miles (Site visit to look at conditi	ions)		\$ 10.50	
Subto	otal		\$ 10.50	
		Phase Subtotal		\$ 10.50
	Reimbursable Expe	nses Subtotal		\$ 10.50
	Į jū	voice Total		\$ 6,878.00



12276 San Jose Blvd. Suite 747 Jacksonville, FL 32223

Invoice 173821

Date	PO#
10/03/25	
Due Date	Terms
11/2/25	Net 30

BILL TO

Anabelle Island CDD Landscape Maintenance 2024 (JXM)

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

Property Address

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

ltem-

Job #181339 - Anabelle Island CDD Landscape Maintenance October 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 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

RECEIVED

By Tara Lee at 4:06 pm, Oct 03, 2025

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)
Ralance Due	\$8 367 00



12276 San Jose Blvd. Suite 747 Jacksonville, FL 32223

Invoice 159747

Date	PO#
07/09/25	
Due Date	Terms
8/8/25	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

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Ameuni

Job # 160172 - Anabelle Island CDD - Annuals Install at Russell Road Entry 7/3/2025

Summer Flower Rotation

\$2,720.00

4" Annual Crossandra 4" Annual Salvia Labor - JAX Enhancements Planting Soil 400.00 4" Pot 200.00 4" Pot 12.00 Hrs 2.00 CY \$3.00 \$3.00 \$55.00 \$130.00

\$600.00 \$660.00 \$260.00

\$1,200.00

Thank you for your business.

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

 Subtotal
 \$2,720.00

 Sales Tax
 \$0.00

 Total
 \$2,720.00

 Credits/Payments
 (\$0.00)

Balance Due

\$2,720.00



12276 San Jose Blvd. Suite 747 Jacksonville, FL 32223

Invoice 166735

Date	PO#
08/25/25	
Due Date	Terms
9/24/25	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

((an)

Amount

Job #185185 - Annabelle Island CDD - Irrigation Lines Capped due to Roadwork 8/24/2025

Irrigation Repair

\$255.00

Stub up Irrigation lines Due to road Work

1.00 ea

\$255.00

\$255.00

Thank you for your business.

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

 Subtotal
 \$255.00

 Sales Tax
 \$0.00

 Total
 \$255.00

 Credits/Payments
 (\$0.00)

 Balance Due
 \$255.00

Anabelle Island Utility Schedule FY26

Budget	Vendor	Location Meter #	(October
Reclaimed Water	CCUA			
recumed water	CCO/I	2719 Windsor Lake A00052464	\$	80.59
		2946 Windsor Lakes Way A00052466	\$	1,098.64
		2750 Windsor Lakes Way A00052463	\$	49.52
		2997 Monroe Lakes Terrace A00059121	\$	49.48
		2523 Block Island Parkway A00059123	\$	915.56
		2371 Dallas Creek Lane A00061593	\$	49.47
		Other	\$	-
1.320.572.433		Total Reclaimed	\$	2,243.26
Water & Sewer	CCUA			
water & sewer	CCOA	2355 Dallas Creek Ln Amenity Cntr A00060740	\$	215.75
		2355 Dallas Creek Irrigation A00060741	\$	100.52
		Other	\$	1.50
1.320.572.437		Total Water & Sewer	\$	317.77
		Total CCUA	\$:	2,561.03
	Clay Elec	tric		
Amenity Electric	day 2100	2355 Dallas Creek Ln 925917	7 \$	765.19
,		Deposits	\$	-
1.320.572.431		Total Amenity	\$	765.19
Entrance Light & Irrigation	Clay Elec	etric		
		2504 Block island Prkw 9259178	3 \$	111.77
		2942 Windsor Lakes Way 9259179		52.12
		Deposits	\$	-
1.320.572.455		Total Entrance Light & Irrigation	\$	163.89
			\$	



3176 Old Jennings Road, Middleburg, FL 32068-3907

Account Summary:

Thank you for keeping your account current!

Previous Statement Balance \$64.81 -\$64.81 **Payments** \$80.59

Current Charges Due 10/27/2025

Total Amount Due

\$80.59

Account Information

Bill Date: 10/06/25 Billing Cycle: 1 **Account Number** A00052464

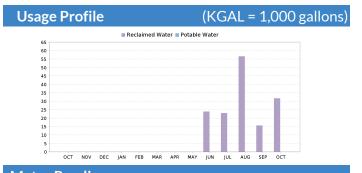
Anabelle Island CDD

2719 Windsor Lakes Way Reclaimed, Green

Cove Springs

C	Customer Service (8am-5pm M-F) (904) 272-5999	•	Online https://www.clayutility.org/
!	All accounts not paid by due date are subject to a \$3.42 late fee.	X	X @CCUA
\boxtimes	Email billing@clayutility.org	f	Facebook CCUAFL

Current Charges	Rate	Usage	Total
	Reclaimed		
Reuse Base Charge			\$49.47
Reuse Water Usage - Tier 1	\$0.98	31.753 kGal	\$31.12
Total Current Charges			\$80.59



Meter Readings Reclaimed Water Read Dates: 08/31/25 - 10/03/25 **Days:** 33 **Previous Read Current Read** Meter 93903647 841.713 873,466

Message Board

Water Quality Reports are sent by email, online at www.clayutility.org/wqr/WQR.pdf, or at our office. To receive a copy by mail, contact 904-272-5999.

Retain this portion for your records.

Please return bottom portion along with your payment to Clay County Utility Authority.

Clay County Utility Authority 3176 Old Jennings Road Middleburg, FL 32068-3907

> Donate to Lend a Helping Hand Program: □ \$1 □ \$5 □ \$10 □ Other ____

Bill Date: 10/06/25 Due Date: 10/27/25 **Account Number:** A00052464 2719 Windsor Lakes Way Reclaimed, Green Cove Service Address: **Springs**

If paid after due date the account is subject to \$3.42 late fee.

Total Amount Due \$80.59

Anabelle Island CDD 475 W Town PI Ste 114 St Augustine, FL 32092-3649



3176 Old Jennings Road, Middleburg, FL 32068-3907

Account Summary: Thank you for keeping your account current!

Previous Statement Balance \$215.75 -\$215.75 **Payments** Current Charges Due 10/27/2025 \$215.75

Total Amount Due

\$215.75

DUPLICATE BILL

Account Information	
Bill Date: 10/06/25	Billing Cycle: 1
Account Number	A00060740
Anabelle Island CDD	

2355 Dallas Creek Lane Amenity Center, Green

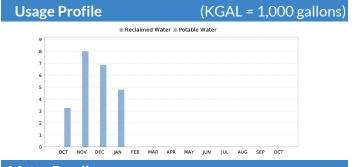
Cove Springs

•	Customer Service (8am-5pm M-F) (904) 272-5999
!	All accounts not paid by due date are subject to a \$3.42 late fee.
	Email

billing@clayutility.org

Online https://www.clayutility.org/ Facebook

Current Charges	Rate	Usage	Total
	Water		
Potable Base Charge			\$65.50
AWS Surcharge			\$1.22
	Sewer		
Sewer Base Charge			\$149.03
Total Current Charge	S		\$215.75



CCUAFL

Meter Readings		
	Water Meter	
Read Dates: 08/28/25	5 - 09/30/25	Days: 33
Meter	Previous Read	Current Read
97689590	62,642	62,642

Message Board

Water Quality Reports are sent by email, online at www.clayutility.org/wqr/WQR.pdf, or at our office. To receive a copy by mail, contact 904-272-5999.

Retain this portion for your records.

Please return bottom portion along with your payment to Clay County Utility Authority.

Clay County Utility Authority 3176 Old Jennings Road Middleburg, FL 32068-3907

> Donate to Lend a Helping Hand Program: □ \$1 □ \$5 □ \$10 □ Other ____

Bill Date: 10/06/25 Due Date: 10/27/25 **Account Number:** A00060740 Service Address: 2355 Dallas Creek Lane Amenity Center, Green Cove **Springs**

If paid after due date the account is subject to \$3.42 late fee.

Total Amount Due \$215.75

Anabelle Island CDD Marilee Giles 475 W Town PI Ste 114 St Augustine, FL 32092-3649

\$49.47



3176 Old Jennings Road, Middleburg, FL 32068-3907

Account Summary: Thank you for keeping your account current!

Previous Statement Balance \$49.47
Payments -\$49.47

Current Charges Due 10/27/2025 \$49.47

Total Amount Due

Account Information

Bill Date: 10/06/25 Billing Cycle: 1
Account Number A00061593

Anabelle Island CDD

2371 Dallas Creek Lane, Green Cove Springs

ţ	Customer Service (8am-5pm M-F) (904) 272-5999
	(,

All accounts not paid by due date are subject to a \$3.42 late fee.

Email billing@clayutility.org

•	Online https://www.clayutility.org/
X	X @CCUA
f	Facebook CCUAFL

Current Charges	Rate	Usage	Total
	Reclaimed		
Reuse Base Charge			\$49.47
Total Current Charg	es		\$49.47

Meter Readings

Reclaimed Water

 Read Dates: 08/28/25 - 10/01/25
 Days: 34

 Meter
 Previous Read
 Current Read

 92332978
 11
 11

Message Board

Water Quality Reports are sent by email, online at www.clayutility.org/wqr/WQR.pdf, or at our office. To receive a copy by mail, contact 904-272-5999.

Retain this portion for your records.

Please return bottom portion along with your payment to Clay County Utility Authority.



Donate to Lend a Helping Hand Program:

□ \$1 □ \$5 □ \$10 □ Other ____

Bill Date: 10/06/25
Due Date: 10/27/25
Account Number: A00061593
Service Address: 2371 Dallas Creek Lane, Green Cove Springs

If paid after due date the account is subject to \$3.42 late fee.

Total Amount Due \$49.47

Anabelle Island CDD 475 W Town Pl Ste 114 St Augustine, FL 32092-3649



3176 Old Jennings Road, Middleburg, FL 32068-3907

Account Summary:

Thank you for keeping your account current!

Previous Statement Balance \$111.87

Payments -\$111.87

Current Charges Due 10/27/2025

\$1,098.64

Total Amount Due

\$1,098.64

Account Information

Bill Date: 10/06/25 Billing Cycle: 1 Account Number A00052466

Anabelle Island CDD

2946 Windsor Lakes Way Reclaimed, Green

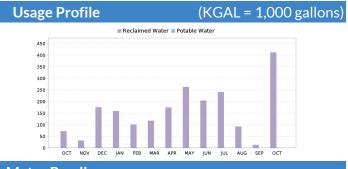
Cove Springs

ţ	Customer Service (8am-5pm M-F) (904) 272-5999	•	Online https://www.clayutility.org/
!	All accounts not paid by due date are subject to a \$3.42 late fee.	X	X @CCUA
	E1		E l l

Email billing@clayutility.org

f	Facebook CCUAFL

Current Charges	Rate	Usage	Total
	Reclaime	d	
Reuse Base Charge			\$98.96
Reuse Water Usage - Tier 1	\$0.98	85 kGal	\$83.30
Reuse Water Usage - Tier 2	\$1.91	28.3 kGal	\$54.05
Reuse Water Usage - Tier 3	\$2.89	298.385 kGal	\$862.33
Total Current Charges \$1,098.6			



Reclaimed Water Read Dates: 08/28/25 - 10/01/25 Days: 34 Meter Previous Read Current Read 94342861 6,123,714 6,535,399

Message Board

Water Quality Reports are sent by email, online at www.clayutility.org/wqr/WQR.pdf, or at our office. To receive a copy by mail, contact 904-272-5999.

Retain this portion for your records.

Please return bottom portion along with your payment to Clay County Utility Authority.



Clay County Utility Authority 3176 Old Jennings Road Middleburg, FL 32068-3907

Donate to Lend a Helping Hand Program:

□ \$1 □ \$5 □ \$10 □ Other ____

Bill Date: 10/06/25
Due Date: 10/27/25
Account Number: A00052466
Service Address: 2946 Windsor Lakes Way Reclaimed, Green Cove
Springs

If paid after due date the account is subject to \$3.42 late fee.

Total Amount Due \$1,098.64

Anabelle Island CDD 475 W Town PI Ste 114 St Augustine, FL 32092-3649

\$49.52



3176 Old Jennings Road, Middleburg, FL 32068-3907

Account Summary:

Thank you for keeping your account current!

Previous Statement Balance \$49.49

Payments -\$49.49

ent Charges Due 10/27/2025 \$49.52

Current Charges Due 10/27/2025

Total Amount Due

Account Information

Bill Date: 10/06/25 Billing Cycle: 1 Account Number A00052463

Anabelle Island CDD

2750 Windsor Lakes Way Reclaimed, Green

Cove Springs

ţ	Customer Service (8am-5pm M-F) (904) 272-5999
!	All accounts not paid by due date are subject to a \$3.42 late fee.

Email

billing@clayutility.org



@CCUA

Current Charges	Rate	Usage	Total
	Reclaime	d	
Reuse Base Charge			\$49.47
Reuse Water Usage - Tier 1	\$0.98	0.051 kGal	\$0.05
Total Current Charges	5		\$49.52



Reclaimed Water Read Dates: 08/28/25 - 10/01/25 Days: 34 Meter Previous Read Current Read 93903648 770,788 770,839

Message Board

Water Quality Reports are sent by email, online at www.clayutility.org/wqr/WQR.pdf, or at our office. To receive a copy by mail, contact 904-272-5999.

Retain this portion for your records.

Please return bottom portion along with your payment to Clay County Utility Authority.

Clay County Utility Authority
3176 Old Jennings Road
Middleburg, FL 32068-3907

Donate to Lend a Helping Hand Program:

□ \$1 □ \$5 □ \$10 □ Other ____

Bill Date: 10/06/25
Due Date: 10/27/25
Account Number: A00052463
Service Address: 2750 Windsor Lakes Way Reclaimed, Green Cove
Springs

If paid after due date the account is subject to \$3.42 late fee.

Total Amount Due \$49.52

Anabelle Island CDD 475 W Town PI Ste 114 St Augustine, FL 32092-3649



3176 Old Jennings Road, Middleburg, FL 32068-3907

Account Summary:

Thank you for keeping your account current!

Previous Statement Balance \$236.44

Payments -\$236.44

Current Charges Due 10/27/2025

Total Amount Due

\$915.56 \$915.56

Account Information

Bill Date: 10/06/25 Billing Cycle: 1
Account Number A00059123
Anabelle Island CDD

2523 Block Island Parkway, Green Cove Springs

Customer Service (8am-5pm M-F) (904) 272-5999
, , , , , , , , , , , , , , , , , , ,

All accounts not paid by due date are subject to a \$3.42 late fee.

Email billing@clayutility.org

	Online https://www.clayutility.org/
X	X @CCUA
f	Facebook CCUAFL

Current Charges	Rate	Usage	Total
	Reclaime	d	
Reuse Base Charge			\$98.96
Reuse Water Usage - Tier 1	\$0.98	85 kGal	\$83.30
Reuse Water Usage - Tier 2	\$1.91	28.3 kGal	\$54.05
Reuse Water Usage - Tier 3	\$2.89	235.033 kGal	\$679.25
Total Current Charges			\$915.56



Meter Readings Reclaimed Water Read Dates: 08/28/25 - 10/01/25 Days: 34 Meter Previous Read Current Read 98258061 5,576,946 5,925,279

Message Board

Water Quality Reports are sent by email, online at www.clayutility.org/wqr/WQR.pdf, or at our office. To receive a copy by mail, contact 904-272-5999.

Retain this portion for your records.

Please return bottom portion along with your payment to Clay County Utility Authority.

Clay County Utility Authority
3176 Old Jennings Road
Middleburg, FL 32068-3907

Donate to Lend a Helping Hand Program:

□ \$1 □ \$5 □ \$10 □ Other ____

Bill Date: 10/06/25
Due Date: 10/27/25
Account Number: A00059123
Service Address: 2523 Block Island Parkway, Green Cove Springs

If paid after due date the account is subject to \$3.42 late fee.

Total Amount Due \$915.56

Anabelle Island CDD 475 W Town PI Ste 114 St Augustine, FL 32092-3649

\$100.52



3176 Old Jennings Road, Middleburg, FL 32068-3907

Account Summary: Thank you for keeping your account current!

 Previous Statement Balance
 \$89.37

 Payments
 -\$89.37

 Current Charges Due 10/27/2025
 \$100.52

Total Amount Due

DUPLICATE BILL

Account Information

Bill Date: 10/06/25 Billing Cycle: 1
Account Number A00060741

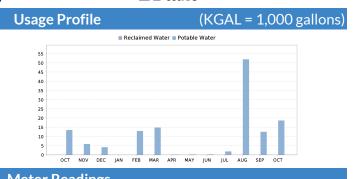
Anabelle Island CDD

2355 Dallas Creek Irrigation, Green Cove

Springs

Customer Service (8am-5pm M-F) (904) 272-5999	Online https://www.clayutility.org/
All accounts not paid by due date are subject to a \$3.42 late fee.	X @CCUA
Email billing@clayutility.org	Facebook CCUAFL

Current Charges	Rate	Usage	Total
	Water		
Potable Base Charge			\$65.50
Potable Water Usage - Tier 1	\$1.81	18.673 kGal	\$33.80
AWS Surcharge			\$1.22
Total Current Charges			\$100.52



teadings	
Other Meter	
s: 08/28/25 - 10/01/25	Days: 34
Previous Read	Current Read
345,493	364,166
	s: 08/28/25 - 10/01/25 Previous Read

Message Board

Water Quality Reports are sent by email, online at www.clayutility.org/wqr/WQR.pdf, or at our office. To receive a copy by mail, contact 904-272-5999.

Retain this portion for your records.

Please return bottom portion along with your payment to Clay County Utility Authority.

Clay County Utility Authority
3176 Old Jennings Road
Middleburg, FL 32068-3907

Donate to Lend a Helping Hand Program:

□ \$1 □ \$5 □ \$10 □ Other ____

Bill Date: 10/06/25
Due Date: 10/27/25
Account Number: A00060741
Service Address: 2355 Dallas Creek Irrigation, Green Cove Springs

If paid after due date the account is subject to \$3.42 late fee.

Total Amount Due \$100.52

Anabelle Island CDD Marilee Giles 475 W Town PI Ste 114 St Augustine, FL 32092-3649

\$49.47



3176 Old Jennings Road, Middleburg, FL 32068-3907

Account Summary:

Thank you for keeping your account current!

Previous Statement Balance Payments

CCUAFL

-\$49.47 Current Charges Due 10/27/2025 \$49.48

Total Amount Due

\$49.48

Account Information

Bill Date: 10/06/25 Billing Cycle: 1 **Account Number** A00059121

Anabelle Island CDD

2997 Monroe Lakes Terrace, Green Cove

Springs

t	Customer Service (8am-5pm M-F)
•	(904) 272-5999

All accounts not paid by due date are subject to a \$3.42 late fee.

billing@clayutility.org

•	Online https://www.clayutility.org/
X	X @CCUA
	Facebook

9765			
Current Charges	Rate	Usage	Total
	Reclaimed	l	
Reuse Base Charge			\$49.47
Reuse Water Usage - Tier 1	\$0.98	0.01 kGal	\$0.01
Total Current Charge	S		\$49.48

Meter Readings

Reclaimed Water

Read Dates: 08/29/25 - 10/01/25 **Days:** 33 **Previous Read Current Read** Meter 92332975 9,998,549 9,998,559

Message Board

Water Quality Reports are sent by email, online at www.clayutility.org/wqr/WQR.pdf, or at our office. To receive a copy by mail, contact 904-272-5999.

Retain this portion for your records.

Please return bottom portion along with your payment to Clay County Utility Authority.



Donate to Lend a Helping Hand Program: □ \$1 □ \$5 □ \$10 □ Other ____

Bill Date: 10/06/25 Due Date: 10/27/25 **Account Number:** A00059121 Service Address: 2997 Monroe Lakes Terrace, Green Cove Springs

If paid after due date the account is subject to \$3.42 late fee.

\$49.48 **Total Amount Due**

Anabelle Island CDD 475 W Town PI Ste 114 St Augustine, FL 32092-3649



Visit us online at ClayElectric.com Toll Free: (800)-224-4917

Member Name Account # **Trustee District:**

Balance Forward

ANABELLE ISLAND CDD

-\$774.41

\$0.00

Statement Date: 10/24/2025 **Current Bill Due Date:** 11/14/2025 Previous Balance \$774.41 Payment Received 09/26/25

Current Charges Due 11/14/25 \$765.19

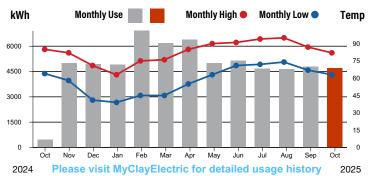
Important Messages

You can always use your MyClayElectric app to report power outages. You can also report your outage by texting the word OUT to 855-939-3840.

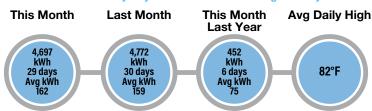


Service Address: 2355 DALLAS CREEK LN AMENITY CENTER

Rate Schedule Description	Meter No. Reading Dates		Readings		Multiplier	kWh Usage	
nate Schedule Description	Meter Mo.	From	То	Previous	Present	Multiplier	KWII Osage
GENERAL SERVICE-NON DEMAND	194480890	09/24/25	10/23/25	79424	84121	1	4,697



Current Service Detail					
Access Charge		\$37.00			
Energy Charge	4,697 kWh @ 0.0843	\$395.96			
Power Cost Adjustment	4,697 kWh @ 0.0290	\$136.21			
Indiv. Outdoor Light-Small (C	ty: 9)	\$63.90			
Individual Pole Charge (Qty: 9	9)	\$31.50			
Light PCA		\$5.22			
FLA Gross Receipts Tax		\$17.17			
Florida State Sales Tax		\$45.56			
Florida State Sales Tax (6%)		\$1.89			
Clay County Sales Tax		\$10.30			
Clay Co Public Ser Utility Tax		\$20.48			
Total Current Charges for th	nis Location	\$765.19			



By accepting service from Clay Electric, you acknowledge that you have reviewed and accepted all of Clay Electric's Bylaws, Board policies and standards of service and agree to abide by them **KEEP** Billings not paid in full will incur a late charge of \$5.00 or 5% of the delinquent amount (whichever is greater) that will be added to your account. **SEND**



PO Box 308 Keystone Heights, FL 32656-0308

PAY YOUR BILL 24/7

ONLINE: Check or credit/debit card at ClayElectric.com or download the mobile



4 254

ANABELLE ISLAND CDD 475 W TOWN PL STE 114 ST AUGUSTINE FL 32092-0000

Account Number	9259177
Current Charges Due 11/14/25	\$765.19
Total Amount Due	\$765.19

Checks must be in U.S. funds and drawn on a U.S. bank.



CLAY ELECTRIC COOPERATIVE PO BOX 308 KEYSTONE HEIGHTS, FL 32656-0308





Visit us online at ClayElectric.com Toll Free: (800)-224-4917

Member Name Account # rietee District

ANABELLE ISLAND CDD 9259178

Statement Date:	10/24/2025
Current Bill Due Date:	11/14/2025
Previous Balance	\$113.24
Payment Received 09/26/25	-\$113.24
Balance Forward	\$0.00
Current Charges Due 11/14/25	\$111.77

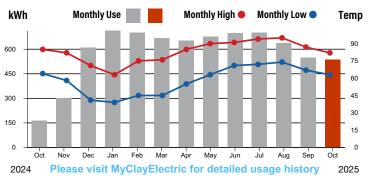
Important Messages

You can always use your MyClayElectric app to report power outages. You can also report your outage by texting the word OUT to 855-939-3840.

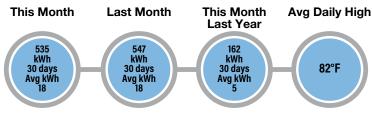


Service Address: 2504 BLOCK ISLAND PKWY ENTRANCE LIGHTS & IRRIGATION

Rate Schedule Description	Meter No Re		Reading Dates		Readings		kWh Usage
nate Schedule Description	Meter No.	From	То	Previous	Present	Multiplier	KWII Osage
GENERAL SERVICE-NON DEMAND	188788029	09/23/25	10/23/25	7535	8070	1	535



Current Service Detail						
Access Charge		\$37.00				
Energy Charge	535 kWh @ 0.0843	\$45.10				
Power Cost Adjustment	535 kWh @ 0.0290	\$15.52				
FLA Gross Receipts Tax	\$2.50					
Florida State Sales Tax		\$6.96				
Clay County Sales Tax		\$1.50				
Clay Co Public Ser Utility Tax		\$3.19				
Total Current Charges for this Location \$111						



By accepting service from Clay Electric, you acknowledge that you have reviewed and accepted all of Clay Electric's Bylaws, Board policies and standards of service and agree to abide by them **KEEP** Billings not paid in full will incur a late charge of \$5.00 or 5% of the delinquent amount (whichever is greater) that will be added to your account. **SEND**



PO Box 308 Keystone Heights, FL 32656-0308

PAY YOUR BILL 24/7

ONLINE: Check or credit/debit card at ClayElectric.com or download the mobile



ANABELLE ISLAND CDD 475 W TOWN PL STE 114 ST AUGUSTINE FL 32092-0000 4 255

Account Number	9259178
Current Charges Due 11/14/25	\$111.77
Total Amount Due	\$111.77

Checks must be in U.S. funds and drawn on a U.S. bank.



CLAY ELECTRIC COOPERATIVE PO BOX 308 KEYSTONE HEIGHTS, FL 32656-0308





Visit us online at ClayElectric.com Toll Free: (800)-224-4917 Member Name Account # Trustee District: ANABELLE ISLAND CDD 9259179

Statement Date:	10/24/2025
Current Bill Due Date:	11/14/2025
Previous Balance	\$51.36
Payment Received 09/26/25	-\$51.36
Balance Forward	\$0.00
Current Charges Due 11/14/25	\$52.12

Important Messages

You can always use your MyClayElectric app to report power outages. You can also report your outage by texting the word OUT to 855-939-3840.

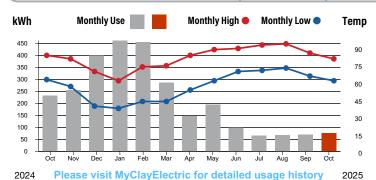
Total Amount Due

\$52.12

Due Date: 11/14/2025

Service Address: 2942 WINDSOR LAKES WAY ENTRANCE LIGHTS & IRRIGATION

Rate Schedule Description	Meter No.	Reading	g Dates	Read	lings	Multiplier	kWh Usage
nate Schedule Description	Merel Mo.	From	То	Previous	Present	Multiplier	KWII Osage
GENERAL SERVICE-NON DEMAND	188788117	09/23/25	10/23/25	3315	3391	1	76



Curren	nt Service Detail	
Access Charge		\$37.00
Energy Charge	76 kWh @ 0.0843	\$6.41
Power Cost Adjustment	76 kWh @ 0.0290	\$2.20
FLA Gross Receipts Tax		\$1.17
Florida State Sales Tax		\$3.25
Clay County Sales Tax		\$0.70
Clay Co Public Ser Utility Tax		\$1.39
Total Current Charges for the	is Location	\$52.12





By accepting service from Clay Electric, you acknowledge that you have reviewed and accepted all of Clay Electric's Bylaws, Board policies and standards of service and agree to abide by them
Billings not paid in full will incur a late charge of \$5.00 or 5% of the delinquent amount (whichever is greater) that will be added to your account.

SEND



PO Box 308 Keystone Heights, FL 32656-0308

PAY YOUR BILL 24/7

ONLINE: Check or credit/debit card at ClayElectric.com or download the mobile app.



4 256

ANABELLE ISLAND CDD 475 W TOWN PL STE 114 ST AUGUSTINE FL 32092-0000 PO

Checks must be in U.S. funds and drawn on a U.S. bank.



Current Charges Due 11/14/25

Account Number

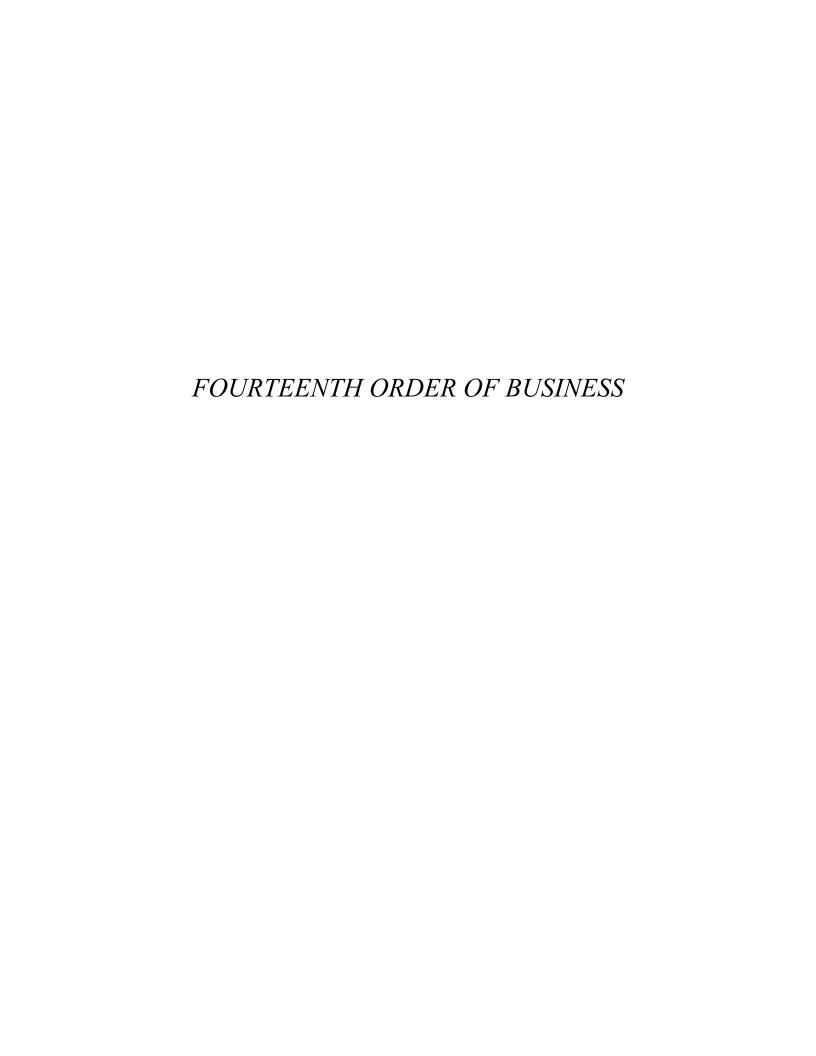
Total Amount Due



9259179

\$52.12

\$52.12



Anabelle Island

Community Development District

Funding Request # 30

October 27, 2025

	РАУЕЕ		GEN	NERAL FUND FY26	GE	NERAL FUND FY25
1	Clay Today Inv # 2025-304841 - October 2025			\$119.70		
2	Egis Insurance & Risk Advisors Inv # 29273 - FY 2026 Insurance Renewal			\$24,726.00		
3	Governmental Management Services Inv # 103 - October 2025			\$4,715.84		
4	Governmental Management Services Inv # 105 - September 2025					\$451.64
5	Live Oak Engineering Inv #2027-1-3 - Professional Services through October 4, 2025			\$1,692.50		
6	US Bank Inv # 7906714 - Custody Account Annual fee			\$1,075.00		
		Subtotal	\$	32,329.04	\$	451.64
				TOTAL	\$	32,780.68

Please make check payable to:

Anabelle Island CDD

475 W Town Place Suite 114 Saint Augustine, FL 32092

Signature:

DocuSigned by:

DATHUR GOWENS

4C4809A4092F42F

Chairman/Vice Chairman

Manilu Gilus

Acceptage Secretary / Asst. Secretary



INVOICE

Invoice Number: 2025-304841 Invoice Date: 10/9/2025 Due Date: 11/8/2025

Clay Today 3513 US Hwy 17 Fleming Island, FL 32003 904-264-3200

BILL TO
Sarah Sweeting
Anabelle Island CDD c/o GMS LLC
475 West Town Place, Suite 114
ST AUGUSTINE, FL 32092

Advertiser
Anabelle Island CDD c/o GMS LLC

Customer ID 21005

Invoice Notes	PO #	Pub.	Issue	Year	AdTitle	Ad Size	Color	Ad Inch	Net
Legal # 164308	Notice of Rulemaking	CT - Clay Today	Oct 9	2025		Column Inch	Black & White	11.5000	\$119.70

Total:	\$119.70
TOTAL	

Please mail payments to: Osteen Media Group 3513 US Hwy 17 Fleming Island Florida 32003

Please call the office at 904-264-3200 if you would like to pay by credit card.

Affidavit attached to this invoice.

Please pay from this invoice. Email for inquiries or questions - legal@claytodayonline.com. Thank you for your business.



PUBLISHER AFFIDAVIT

PUBLISHER AFFIDAVIT **CLAY TODAY** Published Weekly Fleming Island, Florida

STATE OF FLORIDA COUNTY OF CLAY:

Before the undersigned authority personally appeared Hugh Osteen, who on oath says that he is the publisher of the "Clay Today" a newspaper published weekly at Fleming Island in Clay County, Florida; that the attached copy of Being a Legal Notice

In the matter of Notice of Rulemaking

LEGAL: 164308

Was published in said newspaper in the issues:

10/9/2025

Affiant Further says that said "Clay Today" is a newspaper published at I-leming Island, in said Clay County, I-lorida, and that the said newspaper Has heretofore been continuously published in said Clay County, Florida, Weekly, and has been entered as Periodical material matter at the post Office in Orange Park, in said Clay County, Florida, for period of one year next proceeding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to me and subscribed before me 10/09/2025

Christy Lon Wayre



NOTARY PUBLIC, STATE OF FLORIDA

3513 US HWY 17 Fleming Island FL 32003 Telephone (904) 264-3200 FAX (904) 264-3285 E-Mail: legal@claytodayonline.com Christie Wayne christie@osteenmediagroup.com

NOTICE OF RULEMAKING REGARDING THE AMENDED AND RESTATED **RULES OF PROCEDURE** AND THE POLICY FOR IMPROVEMENTS WITHIN ANABELLE ISLAND **COMMUNITY DEVELOPMENT** DISTRICT EASEMENTS.

A public hearing will be conducted by the Board of Supervisors of Anabelle Island Community Development District ("District") on November 19, 2025, at 2:00 p.m. at Plantation Oaks Amenity Center, 845 Cakleaf Plantation Parkway, Orange Park, Florida 32:055. In accordance with Chapters 120 and 190, Florida Statutes, the District hereby gives the public notice of its intent to adopt proposed Amended and Restated Rules of Procedure, Rule No. 2025-01. ("Rules of Procedure"), and its intent to adopt rules, orders, rates, fees and charges under Rule No. 2025-01. (together, "Easement Rules and Rates") applicable to the installation of improvements within District easements. The purpose and effect of the proposed Rules of Procedure and Easement Rules and Rates is to provide for efficient and effective District operations, ensure compliance with recent changes to Florida law, and ensure compliance with the proper operation and maintenance of the District's stormwater management system, drainage improvements, and landscaping improvements. Prior notice of rule development was published in the Clay Today on October 2, 2025. The Rules of Procedure may address topics such as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public metings, hearings and workshops, rulemaking procedure under the Consultants Competitive Negoliation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

The proposed Easement Rules and Rates include the District's easements which provides procedures for obtaining approval for encroachments into the District's easements, which provides procedures for obtaining approval for encroachments into the District's easement Rules and Rates in the proposed Rules of Procedure include, but are not limited

dence upon which such appeal is to be based. At the hearings, staff or Supervisors may participate in the public hearing by speaker telephone. Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least three (3) business days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 or 1 800-955-8770 for aid in contacting the District Manager's Office. District Manager Marilee Giles

Legal 164308 Published 10/9/2025 in Clay County's Clay Today newspaper



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

Customer Acct #	Anabelle Island Community Development District 1119
Date	09/16/2025
Customer Service	Kristina Rudez
Page	1 of 1

Payment Info	rmation	
Invoice Summary	\$	24,726.00
Payment Amount		
Payment for:	Invoice#292	273
100125835		

Thank You

Please detach and return with payment

Customer: Anabelle Island Community Development District

Invoice	Effective	Transaction	Description	Amount
29273	10/01/2025	Renew policy	Policy #100125835 10/01/2025-10/01/2026 Florida Insurance Alliance Package - Renew policy Due Date: 9/16/2025	24,726.00
			SEP 17 2025	

Please Remit Payment To: Egis Insurance and Risk Advisors P.O. Box 748555

Total 24,726.00

\$

FOR PAYMENTS SENT OVERNIGHT: Bank of America Lockbox Services, Lockbox 748555, 6000 Feldwood Rd. College Park, GA 30349 TO PAY VIA ACH: Accretive Global Insurance Services LLC Routing ACH: 121000358 Account: 1291776914

Remit Payment To: Egis Insurance Advisors	(321)233-9939	Date
P.O. Box 748555 Atlanta, GA 30374-8555	accounting@egisadvisors.com	09/16/2025

Governmental Management Services, LLC

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

Invoice

Invoice #: 103 Invoice Date: 10/1/25

Due Date: 10/1/25

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 - October 2025 Refuse (Trash) - October 2025 Janitorial - October 2025 Pool Maintenance - October 2025 Pool Chemicals - October 2025		1,250.00 166.67 1,070.00 1,337.50 891.67	1,250.00 166.67 1,070.00 1,337.50 891.67

alism Morsing

	Total	\$4,715.84
-	Payments/Credits	\$0.00
	Balance Due	\$4,715.84

Governmental Management Services, LLC

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

Invoice

Invoice #: 105

Invoice Date: 10/16/25

Due Date: 10/16/25

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 September 1- September 30 Maintenance Supplies	, 2025		44.74667 317.40	134.24 317.40
FACILITY MAINT				
1-57200-320-454	100		на вене вене вене вене вене вене вене ве	
\$ 451.64		ACOLUMNICATION INCOMENTATION I		
			delylimy to bone kick postgo our werkers i	
			and processes the second set of second secon	
			nga manada (sampa gar agar agar agar agar agar agar aga	
		Total	agenticative and the state of t	\$451.64

Payments/Credits \$0.00 **Balance Due** \$451.64

70/17/25 -Wison Morsing 10-21-25

Docusign Envelope ID: 0C70482A-4F89-4225-A718-0AEF70545C4B ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT MAINTENANCE BILLABLE HOURS FOR THE MONTH OF SEPTEMBER 2025

Date	Hours	Employee	<u>Description</u>
9/3/25	1	C.W.	Straightened pool fumiture, removed debris around community, checked and
9/9/25	1	C.W.	changed trash receptacles, emptied and restocked dog waste receptacles Removed debris around community, checked and changed trash receptacles,
9/9/25	1	B.W.	emptied and restocked dog waste receptacles, straightened pool furniture Straightened pool furniture, removed debris around community, checked and changed trash receptacles, emptied and restocked dog waste receptacles
TOTAL	3		
MILES	32		*Mileage is reimbursable per section 112.061 Florida Statutes Mileage Rate 2009-0.445

MAINTENANCE BILLABLE PURCHASES

Period Ending 10/05/25

DISTRICT DATE SUPPLIES

PRICE EMPLOYEE

ANABELLE ISLAND

9/4/25 Constant Contact

317.40

F.O.

TOTAL \$317.40



Live Oak Engineering

2509 7th Ave S

Birmingham, AL 35233

INVOICE

Invoice Number: 2027-1-3

Date: October 08, 2025

Project Number: 2027-1 Payment Terms: Net 30

Anabelle Island CDD

Attn: Governmental Management Services, LLC

475 West Town Place

Suite 114

St. Augustine, FL 32092

Anabelle Island CDD

For Professional Services Rendered Through: October 04, 2025

Work this period consists of project discussion with district council on drainage easement encroachments and meeting w/KB to discuss findings of Underdrain study.

Professional Services				
	Hours	Rate	Amount	
Construction Inspector II	1.00	110.00	\$110.00	
CAD Designer II	1.00	95.00	\$95.00	
Engineer IV	8.50	175.00	\$1,487.50	
	10.50			\$1,692.50

Invoice Total	\$1,692.50
miroto rota.	Ψ.1,0,2.10

Outstanding invoices						
Invoice	Invoice Date	0 - 30	31 - 60	61-90	Over 90	Balance
2027-1-2	9/15/2025	\$6,878.00				\$6,878.00
Total Outstanding Invoices		\$6,878.00				\$6,878.00



Corporate Trust Services EP-MN-WN3L 60 Livingston Ave. St. Paul, MN 55107 Invoice Number: Account Number: Invoice Date: Direct Inquiries To: Phone: 7906714 269645000 09/25/2025 Schuhle, Scott A (954)-938-2476

Anabelle Island Community Development District c/o GMS - North Florida, LLC 475 West Town Place, Suite 114 St. Augustine, FL 32092 United States

ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT CUSTODY AGREEMENT DATED 08 28 2023 GENERAL ACCOUNT

The following is a statement of transactions pertaining to your account. For further information, please review the attached.

STATEMENT SUMMARY

PLEASE REMIT BOTTOM COUPON PORTION OF THIS PAGE WITH CHECK PAYMENT OF INVOICE.

TOTAL AMOUNT DUE

\$1,075.00

All invoices are due upon receipt.



Please detach at perforation and return bottom portion of the statement with your check, payable to U.S. Bank.

ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT CUSTODY AGREEMENT DATED 08 28 2023 GENERAL ACCOUNT Invoice Number: 7906714
Account Number: 269645000
Current Due: \$1,075.00

Direct Inquiries To: Schuhle, Scott A
Phone: (954)-938-2476

Wire Instructions:



Please mail payments to: U.S. Bank CM-9690 PO BOX 70870 St. Paul, MN 55170-9690





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ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT CUSTODY AGREEMENT DATED 08 28 2023 GENERAL ACCOUNT

Accounts Included 269645000 In This Relationship:

Detail of Current Charges	Volume	Rate	Portion of Year	Total Fees
04050 Custodian	1.00	1,000.00	100.00%	\$1,000.00
Subtotal Administration Fees - In Advance	e 09/01/2025 - 08/31/2026	3		\$1,000.00
Incidental Expenses 09/01/2025 to 08/31/2026	1,000.00	0.075		\$75.00
Subtotal Incidental Expenses	44004			\$75.00
TOTAL AMOUNT DUE				\$1,075.00