

*Heron Isles
Community Development District*

November 7, 2019

Heron Isles

Community Development District

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

Phone: 904-940-5850 Fax: 904-940-5899

October 31, 2019

Board of Supervisors
Heron Isles Community Development District

Dear Board Members:

A meeting of the Board of Supervisors of the Heron Isles Community Development District will be held Thursday, November 7, 2019 at 10:30 a.m. at the offices of Compass Group, 961687 Gateway Boulevard, Suite 201K, Amelia Island, Florida.

- I. Roll Call
- II. Audience Comments
- III. Approval of the Minutes of the August 1, 2019 Meeting
- IV. Discussion on Projects; Priority and Funding Source
- V. Ratification of the Engagement Letter from Berger, Toombs, Elam, Gaines & Frank for Preparation of the FY19 Audit
- VI. Ratification of Renewal of Lake Doctor's, Inc. Lake Maintenance Contract for FY20
- VII. Discussion on Converting to LED Street Lights
- VIII. Consideration of Resolution 2020-01, Setting a Public Hearing for the Purpose of Adopting Amended and Restated Rules of Procedure
- IX. Staff Reports
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
 - D. Property Manager
 1. Report
 2. Cost Estimates for Transition to Well System for Irrigation
- X. Supervisors' Requests and Audience Comments
- XI. Financial Reports
 - A. Balance Sheet & Income Statement
 - B. Assessment Receipt Schedule
 - C. Approval of Check Register
- XII. Next Scheduled Meeting – February 6, 2020 at 6:00 p.m. at the Association of Realtors, 910 S. 14th Street, Fernandina Beach, Florida
- XIII. Adjournment

Enclosed under the third order of business is a copy of the minutes of the August 1, 2019 meeting.

The fifth order of business is ratification of engagement letter from Berger, Toombs, Elam, Gaines & Frank for preparation of the Fy19 audit. A copy of the letter is enclosed for your review.

The sixth order of business is ratification of renewal of Lake Doctor's, Inc. lake maintenance contract for FY20. A copy of the contract is enclosed for your review.

The seventh order of business is discussion on converting to LED street lights. Enclosed is documentation received from FPL.

The eighth order of business is consideration of resolution 2020-01, setting a public hearing for the purpose of adopting amended and restated rules of procedure. A copy of the resolution is enclosed, along with a memorandum summarizing the changes to the rules.

Copies of the financial reports are enclosed for your review and approval.

The balance of the agenda is routine in nature. Staff reports and any additional support material will be presented and discussed at the meeting. If you have any questions, please contact me.

I look forward to seeing you at the meeting and in the meantime if you have any questions, please contact me.

Sincerely,

Ernesto Torres

Ernesto Torres
District Manager

AGENDA

Heron Isles Community Development District *Agenda*

Thursday
November 7, 2019
10:30 a.m.

Compass Group
961687 Gateway Blvd, Suite 201K
Amelia Island, FL
Call in #: 800-264-8432
Passcode: 433354
www.heronislescdd.com

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MINUTES

MINUTES OF MEETING
HERON ISLES COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Heron Isles Community Development District was held on Thursday, August 1, 2019 at 6:00 p.m. at the Association of Realtors, 910 South 14th Street, Fernandina Beach, Florida.

Present and constituting a quorum were:

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| Ricky Rowell | Chairman |
| Don Lyons | Vice Chairman |
| Robert Martyn | Supervisor |
| Justin Blessing | Supervisor |

Also present were:

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| Ernesto Torres | District Manager |
| Jason Walters | District Counsel (by phone) |
| Cheryl Graham | Property Manager |

The following is a summary of the discussion and actions taken at the August 1, 2019 meeting. A copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Torres called the meeting to order at 10:30 a.m.

SECOND ORDER OF BUSINESS

Audience Comments

Ms. Laurel Bennett, 96048 Breezeway Court, stated after reviewing the minutes from the last meeting I would like to express my concerns and outrage after reviewing the quotes for the mail kiosk, the soccer field, the parking lots and the rubber mulch for the playground. The amounts are outlandish, especially for the community's price points and home values. I'd like to know who requested each of these things, what the process is for presenting the projects and also what decision-making timelines are for imposing assessments on the owners. If our CDD wasn't able to keep up with a storm drain repair, the vandalism and a few insurance claims and have funds in reserves then shame on them for poor planning. I also read in the minutes that a resident mentioned pressure washing the sidewalks. If this is normal maintenance that you require of

homeowners then why shouldn't we require that for our own common areas? If a CDD can't afford it this year because they can't budget properly then that's a rabbit hole we shouldn't want to fall down. Our common areas need to be cleaned up. They look atrocious. It seems as though the first parking lot is already over budget with the engineer not being familiar with where the community water main was located. What is the mindset behind proposing these types of projects without even polling the owners? The CDD has zero social media presence and if they did they would be fully aware of our dismay and how our community has been misrepresented. The mail kiosk seems like a developer issue or postal service issue, not a CDD issue to impose on all of our neighbors for the inconvenience of someone's mail being wet. I emailed the entire CDD on 7/29 and Ms. Blessing replied answering some of my questions but dodged most of them. She accused me of starting drama where there is none for simply addressing my disappointment in the board's handling of funds and decision-making, but it's my money; it's all of our money and I should be heard on what is done with it. We all live here and we all should have the ability to vote since we are the ones contributing to this community. I also highly disapprove of the nepotism of Mr. and Ms. Blessing. At that the last meeting each motion was made by one, seconded by the other and then passed as if they ran the show.

Mr. Greg Watson, 85078 Furtherview Court, stated I brought up the kiosk for the mailboxes a year and a half ago and almost every meeting every quarter and still nothing has been done. I didn't choose to have the mailbox that I have there. I'd rather have one in front of my house but I've had important photos get soaked because the mail lady continues to deliver the mail in the rain. I think that should have been taken care of a long time ago. Either get the post office to do something or put up a cover.

A resident asked why is the soccer field even on the agenda? That's not something important for the neighborhood.

THIRD ORDER OF BUSINESS Affidavits of Publication

Copies of the affidavits of publication were included in the agenda package.

FOURTH ORDER OF BUSINESS

Approval of Minutes of the May 2, 2019 Meeting

There were no comments on the minutes.

On MOTION by Mr. Rowell seconded by Mr. Blessing with all in favor the minutes of the May 2, 2019 meeting were approved.

FIFTH ORDER OF BUSINESS**Update on Pending Projects****A. Additional Parking for Playground Park and Soccer Field**

Mr. Torres stated enclosed is an estimate provided by the engineer. As you recall at the May meeting the Board was considering additional parking for the soccer field and at the playground and bathrooms. The Board decided the priority would be at the bathrooms and gazebo and that is the estimate in front of you. It is estimated at \$78,626. It does provide for a lot of soft costs as well. The document following the estimate is a drawing of the eight additional spaces that would be located at the existing restroom and playground area. This was one of the items that we added to the budget as a one-time project fee. Based on the proposed budget we provided \$57,500 for that.

B. Mail Kiosk Cover

Ms. Graham stated proposals have been obtained to put a cover over the mail kiosk to keep the mail dry and also provide some lighting. We have three proposals. Alden Contracting submitted their proposal for \$24,950, Dantzler Construction's proposal came in at \$49,601 and Schofield's Home Improvement's proposal came in at \$16,830 for a similar design.

Mr. Torres stated this is an item under capital projects for which we have set aside funds. The board just has to prioritize which project they're going to pursue. The funds we have left in our capital reserves account will be depleted if you approve even the smallest proposal of \$16,830. We have roughly about \$18,000 left for the fiscal year under repairs and replacements and capital. That being said, if you approve this project for fiscal year 2019 you can approve anything else such as pressure washing that we've been delaying to see where we would finish the year. Again, for fiscal year 2020 our goal is to have a capital projects line so we can build revenue for projects such as these.

Mr. Blessing asked could we talk to the post office? Would they do anything?

Ms. Graham stated we can talk with them and see what they could do.

Mr. Lyons stated I think we should table this.

Mr. Blessing stated we've added \$50,000 to the budget so potentially in a few years we will have accumulated enough money we would have a reserve for something like this but right now we don't.

SIXTH ORDER OF BUSINESS**Public Hearing to Adopt the Fiscal Year 2020 Budget**

Mr. Torres stated there are a few items I'd like to bring to your attention. The assessment roll for Fiscal Year 2019 was set at \$320,236 and for the proposed FY20 budget it's \$412,344. We do have a few areas where we gain revenue and that makes the total budget \$413,494. Administration costs have increased from \$100,000 to \$118,000 and that's mainly the insurance and other current charges. Our insurance rate for 2018 was \$10,663. Our proposed amount for FY20 is \$11,196. The other area you will see an increase is labeled other current charges and that is what the property appraiser charges to do the tax roll. There is a 1% increase there. Some of these increases we can't control. The board gave me guidance at the last meeting to explore other insurance providers and I am in the middle of that. This insurance rate does not take effect until October so during my report to the board I will be asking for the Board to approve a switch in insurance companies if I am in fact able to find a lower rate. Down further in the budget you will see a repairs and maintenance line and based on the Board's guidance from the May meeting we wanted to fund the facility repairs at \$15,000 and that would cover any issues such as mulch, additional plants, any issues to the bathrooms for gazebo like we've experienced in the last few years. The Board recommended we allot \$30,000 for capital reserve funds and the reason we did this is District which has ownership of the roads and in the event sinkholes or any storm drain lines require repairs like we've had this past year we would need capital reserve funds. The capital projects line was set at \$57,500. The main purpose for that line was to prioritize projects such as the parking lot expansion and mail kiosk or anything project the district would like to pursue. We do not currently have a budget line for items such as those so this would be the very beginning of funding those types of projects. That brings your total budget to \$413,494. The total assessment per lot would be \$593, which is an increase of \$132 from FY19. I've reduced some of these lines to show different scenarios if the board would like to entertain those. If you do not fund the capital projects and keep capital reserves at \$30,000 the assessment would decrease to \$515 per unit per year and that would be an increase of \$55 from FY19. The second scenario allots \$10,000 for repairs and maintenance and maintains your capital reserves at \$30,000 and the total increase would be \$49. The last scenario is to keep the capital reserves and repairs and replacements as we had them last year but factors in your administrative costs increase and the

assessment would decrease to \$503 per unit, which is a \$43 increase from last year. At minimum you're going to have to approve the last scenario because we have those bills we have to pay.

Mr. Blessing stated I like the budget as proposed.

Mr. Rowell stated right now we don't have the money to satisfy some of the homeowners by putting in a mail kiosk, or if we got hit by a hurricane or something that causes us to do a major repair we have no money for that so we have to start somewhere.

Mr. Martyn stated didn't we decide the assessment increase we decided on at the last meeting was only going to be for one year?

Mr. Torres stated it was. At that time the engineer thought that the parking lot project was going to come in at about \$60,000 and that was just a rough guess. He does have a 10% contingency to go up or down but he did come up with an estimate of \$78,000 after doing more research.

Mr. Martyn asked so this should go on how long instead of one year?

Mr. Torres stated depending on when you start the project you could perhaps split it over two years. We could have almost \$10,000 remaining based on the pressure washing that we do in FY19. If you're able to save some capital outlay from this year it will carry forward to next year and then you would have another \$10,000.

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| On MOTION by Mr. Blessing seconded by Mr. Martyn with all in favor the public hearing was opened. |
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A resident stated you mentioned repaving the roadway for \$1.4 million for a community that is the same age as Heron Isles so the fact that we're even considering adding a parking lot and delaying something as simple pressure washing. Have you even noticed how nasty our post toppers look? They're green with algae and half of them fall off. I read in the minutes that Cheryl recommended taking them off and I totally agree with that. Let's move away from the parking lot and away from the kiosk. Why hasn't anyone reached out to the developer about splitting the cost?

A resident asked is Fiscal Year 2018 when we adopted the extra \$30,000 that would be allocated for the pool and just split it up for different areas?

Mr. Torres stated yes last year we had a public hearing similar to this one and we considered the pool and there was an overwhelming no from the community and that is the first

year we established a capital reserve line and funded it at \$30,000. With that \$30,000 we've made repairs to the gazebo, the restrooms, some sinkhole issues, and some minor improvements in other areas.

A resident asked and this year we're wanting to increase it an additional \$87,000 for reserves?

Mr. Torres stated we will continue to fund the capital reserves to let that build and the board is considering a capital projects line, which is currently funded at \$57,500, to set funds aside to fund projects such as the mail kiosk or the parking lot.

A resident stated my concern is last year we adopted \$30,000 for reserves and this year we're looking at \$50,000 and we still need money to put in reserves.

Mr. Torres stated the community needs a capital reserve study so we will have a scientific calculation as to how much funds should be going in the capital reserves. That study costs about \$3,000 to \$4,000 so as of this point the board has been looking at what repairs are known. \$30,000 seemed sufficient last year and we're trying to fund it again this year.

A resident asked does the board ever take into consideration what the homeowners need for the common areas? We finally got the mulch before this meeting but the play equipment is a little deplorable. It needs to be cleaned and updated and we'd like to see some more age appropriate things for our older children. I know we have the soccer field, but it's just a field of grass. Instead of funding \$78,000 for eight parking spots does the board listen to the community?

Mr. Torres stated the board does and that's how we ended up with these two projects. At meetings members of the public come in and Mr. Watson has been to every meeting very adamant about the mail kiosk and that's why it's being discussed.

A resident asked the \$78,000 estimate is from a civil engineer? Have there been any other bids?

Mr. Torres stated it's just a number to give the board some direction as to how much they would need to consider for capital projects. It hasn't gone out to bid. We're in the preliminary stage.

A resident asked what does the pest control involve? I see on the budget it is \$225.

Ms. Graham stated that's the annual termite bond for the restroom facility.

A resident asked you mentioned the sinkholes on the roadways. Is that the main road or in the neighborhood?

Ms. Graham stated there was one on the southern side of Graylon Drive. Where two of the storm drains connect it just kind of worked its way apart and was causing erosion and created a hole. It needs a little more dirt due to settling but the pipe is fixed.

A resident asked do we maintain Heron Isles Parkway too?

Ms. Graham stated no, Heron Isles Parkway is a county road.

Mr. Greg Watson stated I just want the board to know that I'm against putting in a parking lot. They don't have enough money to do landscaping along Heron Isles Parkway; the HOA had to take care of that so they're not managing their money well. I understand you may have a little mailbox and your mail may get wet but then they do our mail they open the whole thing and it stays open for 30-45 minutes. If you can't put a kiosk up there you don't need to put a parking lot up there. A couple meetings ago Cheryl brought up putting pumps in that would help alleviate a lot of the costs for our water. If it's going to save us money, let's get it done.

Ms. Graham stated Martex is trying to determine if one well will be sufficient or two, but then it's trying to get all of the zones connected into the one line so they are still working on it.

Mr. Watson stated let's get it going because we're paying close to \$50,000 a year on water and I'm sure it would be a lot closer to \$10,000 and that would be \$40,000 we could pocket and maybe get a kiosk or parking lot. I had a lawn care business for a lot of years. That contract seems extremely high. Could we not reach out to all of the landscape companies in the area and ask them to bid. Last time I brought it up you all said you had three bids. Let's reach out to everybody.

Mr. Rowell stated we have several times.

A resident asked what does the lake bank maintenance budget involve? Is that all of the retention ponds in Heron Isles?

Ms. Graham stated Lake Doctors is the aquatic maintenance provider and they are responsible for all of the retention ponds in the community for algae control and submersive weeds.

A resident asked do they show a record of when they are out because I haven't seen anybody yet.

Ms. Graham stated they do. There are two technicians and they will come do separate days and they will send a report labeled by pond number that coincides with the map that we have and they report their findings but I will check on yours.

A resident asked why isn't the community allowed to vote on these matters like the budget?

Mr. Torres stated you voted on the board here. These are your representatives and you are the constituents so if you have issues you'd like them to consider or champion or to let them know how you feel there's an opportunity at the beginning of the meeting and I mentioned we have a website, heronislescdd.com. Their e-mail addresses are on there. Last year we did send out a survey to poll the community as to whether they wanted improvements such as an amenity center and pool and that was just a survey, not a vote.

Ms. Michelle Henning stated I would respectfully like to ask the Board to consider doing some of the bigger projects before doing a playground or soccer field. Even though those are nice things, going back to what Cheryl said, I live on Breezeway and we have a retention pond that is looking really ragged. Even with all of the rain it is sinking lower and lower.

A resident stated since they want to expand the entranceway to the playground area, have they considered asking our neighbors because how can we control Black Hawk from deciding they want to go up there and use it? We haven't asked them to help improve that out there? Secondly, I moved in back in September of last year and I know nothing about an election for the CDD.

Mr. Torres stated we have three supervisors whose terms expire in 2020. You have to be a registered voter, be a resident of Heron Isles, and you have to go to the Supervisor of Elections office of Nassau County and you can run for the board.

A resident stated I agree that it's about time you have a capital reserve fund. Getting that established is step one and now you have to be able to prioritize. The parking lot is nice, and I think the kiosk is important; more important than the parking spots, but the roads are in pretty bad shape and they're getting worse. I think the focus should be on the maintenance of the area and the roads are going to be a big part of the maintenance.

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| On MOTION by Mr. Lyons seconded by Mr. Blessing with all in favor the public hearing was closed. |
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A. Consideration of Resolution 2019-07, Relating to Annual Appropriations and Adopting the Budget for Fiscal Year 2020

On MOTION by Mr. Rowell seconded by Mr. Blessing with all in favor resolution 2019-07, relating to annual appropriations and adopting the budget for Fiscal Year 2020 as presented was approved.

B. Consideration of Resolution 2019-08, Imposing Special Assessments and Certifying an Assessment Roll

On MOTION by Mr. Rowell seconded by Mr. Blessing with all in favor resolution 2019-08, imposing special assessments and certifying an assessment roll was approved.

Mr. Torres stated I would recommend based on the budget that you just adopted that we set some sort of priority list of projects at the next meeting, or you can establish a project for future years and let that capital project line grow. We heard a few comments tonight regarding roadways, the playground structure and other things.

SEVENTH ORDER OF BUSINESS

Public Hearing to Adopt Rates and Fees Relating to Access Cards

A. Consideration of Resolution 2019-09

Mr. Torres stated if you recall, the HOA provided the funds to have the access card system installed on your bathrooms and due to the cost of the cards it was decided to issue a free card per family initially and any replacement cards would be charged to the residents. Any time you charge a fee for CDD facilities you must have a public hearing and it must be established in your rules. At the last meeting it was discussed that replacement cards would cost \$25.

Mr. Blessing stated I specifically said I wouldn't want to pay that much. The cost is \$7, right? I would be happy with \$10 personally.

On MOTION by Mr. Blessing seconded by Mr. Rowell with all in favor the public hearing was opened.

A resident asked if we're going to charge \$25 and the card costs \$7 where is the other \$18 going?

Mr. Torres stated the general fund.

A resident stated we have video of the place now I believe. If I go over there and use the facility and leave and some kid driving through from Black Hawk decides to go in and damage it

and take out the camera I don't want somebody coming back to me saying you were the last card used so you have to pay for it. There's got to be some sort of a fair system in place.

A resident stated if the card costs \$7, why a \$25 fee? I think \$10 would be better.

Ms. Graham stated it was an incentive to not lose the card.

A resident stated I don't have a problem with the \$25.

A resident stated even \$15 seems more reasonable to me. You're still going to get money for your gain but \$25 just seems like a lot.

On MOTION by Mr. Rowell seconded by Mr. Martyn with all in favor the public hearing was closed.

Mr. Torres stated you have under exhibit A of the resolution an initial key card range of \$0-\$10 and replacement, lost, damaged or stolen cards in the range of \$0-\$50. In the event a year from now you decide to entertain increasing the rate you don't have to go through another public hearing.

Mr. Rowell stated for any extra money instead of it going into the general fund I'd like it to go into the capital project improvements budget line.

Mr. Torres stated it has to come in on the revenues side so we can add a revenue line for key access cards so you'll know each year how much you're collecting and then at the end of the year we can transfer that to the capital projects line.

On MOTION by Mr. Blessing seconded by Mr. Lyons with all in favor resolution 2019-09 was approved with the current rate for replacement, damaged, or stolen cards set at \$10.

EIGHTH ORDER OF BUSINESS

Acceptance of the Fiscal Year 2018 Audit Report

Mr. Torres stated page two says, "In our opinion, the basic financial statements referred to above present fairly, in all material respects, the financial position of the government activities and each major fund as of September 30, 2018, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in conformity with accounting principles generally accepted in the United States of America." On page 34 it says, "In our opinion, Heron Isles Community Development District complied, in all

material respects, with the aforementioned requirements during the year ended September 30, 2018.” This is a clean report.

On MOTION by Mr. Blessing seconded by Mr. Rowell with all in favor the Fiscal Year 2018 audit was accepted.

NINTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Mr. Walters stated as some of the longer term supervisors recall, we have a fairly comprehensive rules of procedure that govern the operations of the district and as you know every year we monitor statutory operations that affect district operations and anything related to ongoing issues within the district and about every three or four years we like to update those rules of procedure to make sure they agree with and are in conformance with any of the statutory changes so as a firm we’ve undergone a comprehensive review of those rules of procedure and we have a series of edits related to statutory changes so we will be bringing that back to the board, which will have to be adopted at a hearing, similar to what you did for your rates. We will provide a summary outline, which will show all of the changes and we will also have a redline against the prior rules of procedure so you can see all of those. I just wanted to give you heads up that those will be coming down the pipe for our next meeting.

B. District Engineer

There being none, the next item followed.

C. District Manager – Discussion of the Fiscal Year 2020 Meeting Schedule

On MOTION by Mr. Blessing seconded by Mr. Martyn with all in favor the meeting schedule was approved.

Mr. Torres stated I am working with a company called Florida League of Cities to obtain a quote for insurance. The proposed budget is funded at \$11,000 for our current insurance company, EGIS, and that is effective in October. In the event that I receive a quote for less than what we are currently under contract for I would ask for a motion from the board to grant me to enter into an agreement with another insurance provider. I will email Justin with anything that I receive.

On MOTION by Mr. Blessing seconded by Mr. Rowell with all in favor the District Manager was authorized to engage the insurance firm with the lowest quote not to exceed the budgeted amount.

D. Property Manager - Report

Ms. Graham stated in the proposals that I've submitted in the past you have quotes for pressure washing of the sidewalks and play structures and also to tighten up the bolts and make sure the play equipment is secure. Krystal Klean submitted their quote for \$6,697, Pro Services is \$10,470.70 and SG Maintenance Services is \$6,800. Those do not include the fences. For pressure washing and paint the fencing HuGus is \$8,875 and Krystal Klean is \$8,250. There are several quotes for construction and repair of the column caps. Krystal Klean can repair 27 column caps for \$2,590 and six new ones would be \$2,400. Gene Pruitt quoted \$2,100 for new column caps, along with construction and repair of the other 27 for \$5,400. I'm in agreement that they look terrible.

Mr. Torres stated I think we gave you authorization to remove them last time.

Mr. Blessing stated I would rather clean them personally. We've got \$57,500 for this parking lot and it's not going to get done this year, right?

Mr. Torres stated we're still in FY19 and as of June 30th we have \$19,387. There is an invoice that is not included for the mulch and that was about \$1,600 so we have somewhere in the neighborhood of \$18,000 remaining.

Mr. Blessing stated assuming we even go forward with the parking lot if we spread it over two years the excess money that we have could pay for every single one of these projects.

On MOTION by Mr. Rowell seconded by Mr. Blessing with all in favor SG Maintenance Services proposal for pressure washing of the sidewalks and play structures and Krystal Klean's proposal for repair and replacement of the column caps were approved.

TENTH ORDER OF BUSINESS

Supervisor's Requests and Audience Comments

Audience Comments

A resident asked is there a reason you're using two different pressure washing companies? We offered our services to the HOA and no one has returned any emails.

Mr. Torres stated one company is pressure washing the sidewalk, the other is repairing the column caps.

Mr. Rowell stated get with Cheryl and give her an estimate.

A resident stated Bill and I have been discussing about how the mail kiosk's entryway is really narrow for wheel chairs so we're working on figuring out if it's something we need to discuss with the postal service, county or developer so I think we hold off on a mailbox covering because if we cover it and it turns out it's not ADA approved we'd have to take it down anyway. We have a meeting on the 13th to discuss it further.

Ms. Jessica Ary stated we're new to the whole CDD thing and we've never voted so I'm going to respect you guys as our board. You are elected officials; I don't know you and I don't know what you stand for but you're getting paid to sit there. The least you could do is remember we're not the public; we're the homeowners. You represent us and these snide remarks that we're the public or being very dismissive is very off putting. I know you said there's a three-minute time limit and then you cut people off and I get it but if we could have a timer on display so everyone in the audience could be aware of what the time is we could police each other and you're not the bad guy. I'm just asking that you be more patient with us and not dismiss homeowners.

A resident stated I mentioned the roads earlier and one of the other issues I have with the roads is we have some areas that need speed bumps, places where there are curves particularly to get people to slow down.

Ms. Graham stated last year when we had the election for the board of directors, we added that to the ballot to give the information to the CDD board and no one was willing to have a speed bump in front of their homes.

A resident stated somebody asked you earlier if you took bids for landscaping. I walk my dogs every morning and when Martex was redoing the landscaping they put in a lot of little hedges and a lot of them died and they never came back through to replace them. At the entrance of Albatross, they didn't do a thing. A lot of entrances have grass and a couple bushes, but our entrance has dirt and some flowers.

Ms. Graham stated that was actually paid for by the Homeowners Association and the main areas requested by the board were the playground area, park area, along the median by the round-a-bout and by the front sign off Heron Isles Parkway and Chest Road. They weren't

adding into the individual areas of the community. Everything that was planted in this recent planting by Martex is warrantied so they will replace anything that expired.

A resident stated I leave for work at 6:30 in the morning and the irrigation is going. I get off from my second job at 12:00, sometimes 1:00 and the irrigation is going again. Half the time it's watering the road and not the plants. It will be pouring down rain and it's still spraying. I thought we had a sensor so it doesn't come on so we may need to look at that. Sometimes on the weekend it's going in the middle of the day, so the timer has got to be off on that thing.

Ms. Graham stated I'll have them check that. Initially they had it running a lot because it was so hot, and they didn't want to burn up the plants but now it shouldn't be on in the middle of the day at all.

A resident stated by the pond where I walk near Albatross I don't know if a line has been cut by the landscaper, but they need to check that.

Ms. Graham stated I'll go check.

A resident asked for the dates of the next CDD meetings.

Mr. Torres stated they will be posted on our website as well, but they are November 7, 2019, February 6, 2020, May 7, 2020, and August 6, 2020. The August 6th meeting will be your budget adoption meeting.

A resident asked would it more efficient to email you or Cheryl on things we spot? I've dealt with Mr. Torres many times and he's very efficient on getting back to me. This stuff should be brought up by email to handle it at the time you see it.

Mr. Torres stated 100% and that's why I've referred to the website a few times. I can spend more time with you, respond to your email and I can certainly direct staff. You don't have to wait until the meeting to express your issues and concerns. These are your public representatives and you can certainly run your issues and concerns through them as well.

A resident asked are any of the meetings beside the budget one evening meetings?

Mr. Torres stated no they will all be at 10:30. The location for the August 2020 meeting is to be determined.

A resident stated I brought up in the last meeting that maybe you all should have every other meeting in the evening. A lot of people here can't make it.

Supervisors' Requests

Mr. Martyn stated Cheryl, they're starting to build the two houses down at the end of Commodore Point and that 'no parking' sign really needs to go up on that turn-around because I noticed yesterday the school bus was turning around back there and if they're building houses construction workers are going to be parking there. Right now, people park there to go fishing.

Mr. Blessing stated Cheryl, I would appreciate it if you could get with Martex and get the ball moving on the wells.

Mr. Torres stated also if you could get an estimate by the next meeting in November.

Mr. Rowell asked Mr. Torres to check the schedule and see if the November and May meetings could be at 6:00.

ELEVENTH ORDER OF BUSINESS Financial Reports

A. Balance Sheet & Income Statement

Copies of the financial statements were included in the agenda package.

B. Assessment Receipt Schedule

Mr. Torres stated you are 101% collected.

C. Approval of Check Register

Mr. Torres stated the check register totals \$100,411.54 and your utilities total \$11,502.61.

On MOTION by Mr. Blessing seconded by Mr. Rowell with all in favor the Check Register was approved.

TWELFTH ORDER OF BUSINESS Next Scheduled Meeting

Mr. Torres stated as of now our next scheduled meeting is November 7, 2019 at 10:30 and I will let the Board know if an evening meeting is possible.

THIRTEENTH ORDER OF BUSINESS Adjournment

On MOTION by Mr. Rowell seconded by Mr. Blessing with all in favor the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

FIFTH ORDER OF BUSINESS



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

September 10, 2019

Ernesto Torres, District Manager
Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of Heron Isles Community Development District, which comprise governmental activities and each major fund for the General Fund as of and for the year ended September 30, 2019, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the years ending September 30, 2019.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

The Responsibilities of the Auditor

We will conduct the audit in accordance with auditing standards generally accepted in the United States of America and "Government Auditing Standards" issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with generally accepted auditing standards. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements.

Fort Pierce / Stuart

Member AICPA

Member AICPA Division For CPA Firms
Private Companies Practice Section

Member FICPA

Heron Isles Community Development District
September 10, 2019
Page 2

In making our risk assessments, we consider internal control relevant to Heron Isles Community Development District's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the Board any fraud involving senior management and fraud that causes a material misstatement of the financial statements that becomes known to us during the audit, and any instances of noncompliance with laws and regulations that we become aware of during the audit.

The funds that you have told us are maintained by Heron Isles Community Development District and that are to be included as part of our audit are listed below:

1. General Fund
2. Debt Service Fund
3. Capital Projects Fund

Heron Isles Community Development District
September 10, 2019
Page 3

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. For the preparation and fair presentations of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
4. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit, we will request certain written confirmation concerning representations made to us in connection with the audit including, among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Heron Isles Community Development District
September 10, 2019
Page 4

Management is responsible for identifying and ensuring that Heron Isles Community Development District complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, or others.

The Board is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

Heron Isles Community Development District agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, Heron Isles Community Development District agrees to contact us before it includes our reports or otherwise makes reference to us, in any public or private securities offering.

Because Berger, Toombs, Elam, Gaines & Frank will rely on Heron Isles Community Development District and its management and Board of Supervisors to discharge the foregoing responsibilities, Heron Isles Community Development District holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of Heron Isles Community Development District's management, which has caused, in any respect, Berger, Toombs, Elam, Gaines & Frank's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

Records and Assistance

If circumstances arise relating to the condition of the Heron Isles Community Development District's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion, issuing a report, or withdrawing from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the Heron Isles Community Development District books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

Heron Isles Community Development District
September 10, 2019
Page 5

The assistance to be supplied, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Bernadette Peregrino. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Other Relevant Information

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided to you, for your information.

Fees, Costs and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2019 will not exceed \$3,250, unless the scope of the engagement is changed, the assistance which Heron Isles Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment.

In the event we are requested or authorized by Heron Isles Community Development District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for Heron Isles Community Development District, Heron Isles Community Development District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.

Heron Isles Community Development District
September 10, 2019
Page 6

Information Security – Miscellaneous Terms

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of Heron Isles Community Development District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. Heron Isles Community Development District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of Heron Isles Community Development District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Reporting

We will issue a written report upon completion of our audit of Heron Isles Community Development District's financial statements. Our report will be addressed to the Board of Heron Isles Community Development District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In addition to our report on Heron Isles Community Development District's financial statements, we will also issue the following types of reports:

- Reports on internal control and compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any internal control findings and/or noncompliance which could have a material effect on the financial statements;
- Management letter required by the Auditor General, State of Florida; and
- Attestation reports required by the Auditor General, State of Florida.

This letter constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines, & Frank and Heron Isles Community Development District, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.



Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants P.A.

Heron Isles Community Development District
September 10, 2019
Page 7

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely,

*Berger Toombs Elam
Gaines & Frank*

BERGER, TOOMBS, ELAM, GAINES & FRANK
J. W. Gaines, CPA

Confirmed on behalf of the addressee:

[Signature]

September 25, 2019

System Review Report

To the Directors

November 2, 2016

Berger, Toombs, Elam, Gaines & Frank, CPAs PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs PL (the firm), in effect for the year ended May 31, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards and audits of employee benefit plans*.

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs PL in effect for the year ended May 31, 2016 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs PL, has received a peer review rating of *pass*.



Baggett, Reutimann & Associates, CPAs, PA

(BERGER_REPORT16)

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS,
ELAM, GAINES AND FRANK AND HERON ISLES COMMUNITY
DEVELOPMENT DISTRICT
(DATED SEPTEMBER 10, 2019)**

Public Records. Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

GMS-NF, LLC
475 WEST TOWN PLACE, SUITE 114
ST. AUGUSTINE, FL 32092
TELEPHONE: 904-940-5850
EMAIL: ETORRES@GMSNF.COM

Auditor: J.W. Gaines

District: Heron Isles CDD

By: _____

By: Eduardo J. Torres

Title: Director

Title: District Manager

Date: September 10, 2019

Date: September 26, 2019

SIXTH ORDER OF BUSINESS



The Lake Doctors, Inc.
Aquatic Management Services

Corporate Offices
3543 State Road 419
Winter Springs, FL 32708
1-800-666-5253
lakes@lakedoctors.com
www.lakedoctors.com

August 20, 2019

Ms. Cheryl Graham
Heron Isles CDD
c/o GMS
475 West Town Place, #114
St. Augustine, FL 32092

Dear Ms. Graham:

The anniversary date of your Lake Doctors, Inc., Water Management Program for **Heron Isles CDD** is October 1, 2019 at which time your program is due to automatically extend. Your monthly investment amount of \$1,075.00/ per month will remain unchanged

If you have any questions or concerns regarding your Lake Doctors Water Management Program, **please feel free to give me a call at (904)626-1886 or contact me by email at eric.williams@lakedoctors.com.**

To assure continuous and uninterrupted service, kindly return a copy of the executed agreement by September 15, 2019. For your convenience, we have provided a pre-addressed, stamped envelope.

As always, we will continue to focus upon fully satisfying your water management needs by providing excellent, quality service, quick response to questions or problems and deep concern for the health of your pond, lake or waterway.

We at The Lake Doctors very much appreciate your current business and look forward to continuing to work with you to keep your waterway(s) in excellent condition.

Sincerely,

ERW/jkw
711057

Eric R. Williams
Aquatic Consultant



The Lake Doctors, Inc.
Aquatic Management Services

Corporate Offices
3543 State Road 419
Winter Springs, FL 32708
1-800-666-5253
lakes@lakedoctors.com
www.lakedoctors.com

Water Management Agreement

ERW/711057 R

This Agreement, made this _____ day of _____, 20____ is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and

PROPERTY NAME (Community/Business/Individual) Heron Isles CDD

MANAGEMENT COMPANY _____

INVOICING ADDRESS _____

CITY _____ STATE _____ ZIP _____ PHONE () _____

EMAIL ADDRESS _____ EMAIL INVOICE: YES OR NO

THIRD PARTY COMPLIANCE/REGISTRATION: YES OR NO THIRD PARTY INVOICING PORTAL: YES OR NO

***If a Third Party Compliance/Registration or an Invoice Portal is required; it is the customer's responsibility to provide the information.*

Hereinafter called "CUSTOMER"

REQUESTED START DATE: _____

PURCHASE ORDER #: _____

The parties hereto agree to follows:

- A. THE LAKE DOCTORS agrees to manage certain lakes and/or waterways for a period of twelve (12) months from the date of execution of this Agreement in accordance with the terms and conditions of this Agreement in the following location(s):

Twenty three (23) ponds associated with Heron Isles CDD, Yulee, FL

Includes a minimum of twelve (12) inspections and/or treatments, as necessary, for control and prevention of noxious aquatic weeds and algae. Service will cease effective October 1, 2019 if the signed Agreement is not returned. Note - #11 on Terms & Conditions does not apply.

- B. CUSTOMER agrees to pay THE LAKE DOCTORS, its agents or assigns, the following sum for specified aquatic management services:

| | | |
|---|----|-------------------------|
| 1. Underwater and Floating Vegetation Control Program | \$ | <u>1,075.00 monthly</u> |
| 2. Shoreline Grass and Brush Control Program | \$ | <u>INCLUDED</u> |
| 3. Additional Treatments, if Required | \$ | <u>INCLUDED</u> |
| 4. Free Callback Service | \$ | <u>INCLUDED</u> |
| 5. Monthly Written Service Reports | \$ | <u>INCLUDED</u> |
| Total of Services Accepted | \$ | <u>1,075.00 monthly</u> |

\$0.00 of the above sum-total shall be due and payable upon execution of this Agreement, the balance shall be payable in advance in monthly installments of \$1,075.00, including sales use taxes, fees or charges that are imposed by any governmental body relating to the service provided under this Agreement.

- C. THE LAKE DOCTORS uses products which, in its sole discretion, will provide effective and safe results.
- D. THE LAKE DOCTORS agrees to commence treatment within **fifteen (15)** business days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or required government permits.
- E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before September 15, 2019.
- F. The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned in its entirety to be considered valid.

THE LAKE DOCTORS, INC.

Eric Williams
Eric R. Williams, Aquatic Consultant

CUSTOMER

Signed Ernesto J. Torres Dated 8/23/19

Name Ernesto J. Torres

OFFICE/CUSTOMER District Manager

SEVENTH ORDER OF BUSINESS

* Includes fixture fee and \$.99 monthly conversion fee



Existing 2200 Kelvin HPS



3000 Kelvin



4000 Kelvin

EIGHTH ORDER OF BUSINESS

MEMORANDUM

TO: Heron Isles Community Development District
Board of Supervisors

FROM: Jason M. Walters

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

DATE: November 7, 2019

Please find attached to this memorandum an updated version of the Heron Isles Community Development District's (the "District's") Rules of Procedure (the "Rules"). Several substantive revisions were made to maintain consistency between the Rules and the current Florida Statutes, including changes implemented in the most recent legislative session, as well as to facilitate greater efficiency in the operation of the District. An explanation of each material change to the Rules is provided below. Minor formatting changes and edits are not discussed. Should you have any questions regarding the revisions to the Rules, please do not hesitate to contact me via e-mail at jasonw@hgslaw.com, or via phone at 850-222-7500.

Costs Associated With Public Records Requests (Pages 8–9)

Language was added to Rule 1.2(4) to reflect statutory language regarding calculation of special charges for responding to certain public records requests, and to state that the District is under no duty to produce requested records if the requestor has not paid the required costs or has outstanding charges. The language will help minimize expenses incurred by the District in responding to public records requests.

Financial Disclosure Coordination (Page 9)

Rule 1.2(7) was added to maintain consistency with legislation that was passed during the 2019 legislative session. The rule designates the Secretary as the District's Financial Disclosure Coordinator (the "Coordinator") (unless the District designates otherwise by resolution) and requires the Coordinator to create, maintain, and update certain records and provide them to the Florida Commission on Ethics by certain deadlines. Each Supervisor or other Reporting Individual must notify the Coordinator in writing if there are changes to his or her name, e-mail address, or physical address, and must notify the Commission on Ethics of changes to his or her e-mail address.

Agenda and Meeting Materials (Page 11)

Rule 1.3(3) was amended to reflect statutory requirements that the agenda and meeting materials available in an electronic format, excluding confidential and exempt information, shall be

made available to the public at least seven days before a meeting, hearing, or workshop. The amended rule also clarifies circumstances in which the agenda may be amended or additional materials added after initial posting. It additionally specifies which documents constitute “meeting materials.” Documents that do not meet the definition of “meeting materials” may still be provided to the Board, but will be considered supplementary materials and are not required to be made available to the public before the meeting. Supplementary materials may include, but are not necessarily limited to, the following: financial statements, informational reports, and copies of receipts and invoices.

Flexibility for Board Authorization (Page 13)

Language was added to Rule 1.3(11) to allow the Board to waive formal approval or disapproval procedures. This will allow the Board flexibility to use different procedures when necessary and will protect the validity of the Board’s actions where there is a technical irregularity but the Board has otherwise made its decision clear.

Security and Firesafety Board Discussions (Page 14)

Rule 1.3(14) was added to reflect the fact that portions of a meeting which would reveal a security or firesafety system plan or portion thereof made confidential and exempt by Florida law are exempt from Florida’s statutory public meeting requirements. Including this rule will clarify the procedures the Board should use to ensure that confidential and exempt information is not made public.

Internal Controls to Prevent Fraud, Waste and Abuse (Page 15)

Rule 1.4 was added to reflect legislative changes enacted in the 2019 legislative session requiring special districts to establish and maintain internal controls to prevent fraud, waste, and abuse. Our office plans to work with the District Manager and auditor to develop the internal controls, which the Board will adopt in the same manner as it does policies.

Notice of Competitive Solicitation (Pages 27 and 36)

Rules 3.1(3) and 3.3(2)(c) have been amended to state that when a consultant has asked to be provided with notice of the District’s competitive solicitations, the District Manager’s failure to provide them with a copy of the notice will not give them bid protest rights or otherwise disqualify the District’s otherwise valid procurement. This will reduce the District’s exposure to potential bid protests and decrease the likelihood of a procurement being considered invalid due to a technical irregularity.

Procedure Regarding Auditor Selection (Page 31)

Language has been added to the introductory paragraph to Rule 3.2 to clarify that the District need not use the procedures set out by the Rule for audits required under Chapter 190 of the Florida Statutes but which do not meet the thresholds of Chapter 218 of the Florida Statutes.

Additionally, the requirements for composition of the Auditor Selection Committee in Rule 3.2(2) have been amended to reflect legislation passed during the 2019 legislative session. Now, at

least one individual on the Committee must be a member of the Board; the Chairperson of the Committee must be a member of the Board; and an employee, chief executive officer, or chief financial officer of the District may not be a member of the Committee but may serve in an advisory capacity.

Contract Periods (Pages 34, 56, and 59)

Rules 3.2(8)(d), 3.8(5), and 3.9(4) have been amended to set the maximum contract period for auditing services, the maximum renewal period for contracts for the purchase of goods, supplies, materials, and the maximum renewal period for contracts for maintenance services at five (5) years. This will provide greater specificity to guide contract terms.

Suspension, Revocation, or Denial of Qualification (Pages 40–42)

Rule 3.4(3) has been added to specify the procedures to be used if the District wishes to suspend, revoke, or deny a pre-qualified vendor's pre-qualified status. It specifies what constitutes good cause for such suspension, revocation, or denial; the effect of the suspension, revocation, or denial; hearing procedures the District must follow; and factors influencing the time period of the suspension, revocation, or denial.

Protest Bonds (Pages 61–62)

Rule 3.11(1)(c) has been amended to require that both the requirement for and the amount of the protest bond be disclosed in the competitive solicitation documents, and to allow the amount of the bond to be any amount within the limits imposed by Florida law.

Minor Changes

The following minor changes have also been made to the Rules:

Rule 1.1(1): This Rule has been amended to clarify requirements for Board members appointed or elected to elector seats. (Page 2).

Rule 1.1(2)(c) and (d): These Rules have been amended to include the words “at least” before the required amounts of the Secretary’s or Treasurer’s fidelity bonds or employee theft insurance policies to accommodate the possibility of greater amounts. (Page 4).

Rule 1.1(6): This Rule has been amended to include the Florida Constitution as a governing authority on voting conflicts of interest. This change reflects the recently passed Amendment 12 to the Florida Constitution. (Pages 5–6).

Rules 1.3(1)(e), (1)(d), (1)(f); and 3.2(9): These Rules were amended to allow inclusion of language substantially similar to that recited in the Rules. (Pages 10–11 and 34).

Rule 1.3(6): This Rule was amended to require the chair or vice chair to consult with the District Manager and District Counsel, if they are available, before calling an emergency meeting. (Page 12).

Rule 2.0(12)(d): This Rule has been amended to allow 90 days instead of 60 days for the Board to announce a decision on a petition for variance or waiver of its Rules. (Page 21).

Rule 3.0(3)(b): The dollar thresholds in this Rule have been increased to \$2,000,000 for a study activity when the fee for such Professional Services to the District does not exceed the increased amount of \$200,000, to reflect the current statutory thresholds. (Page 22).

Rules 3.1(4)(b), 3.6(2)(c)(ii)6., and 3.8(2)(k): The word “responsive” has been added to allow the Board to proceed with evaluating and selecting a proposal from the submissions if it receives fewer than three responsive proposals. (Pages 28, 49 and 55).

Rule 3.2(3)(b): “Understanding of scope of work” has been removed from the list of required factors used to evaluate auditing proposals. The District may still include this as an evaluation criterion if it wishes, but it is not required to do so. (Page 32).

Rule 3.2(7)(b): Language has been added to specify that if the Board does not select the highest-ranked qualified auditing firm, it must document in its records its reason for not doing so. (Page 33).

Rules 3.5(2)(e) and 3.6(2)(c)(ii)3.: “Reemployment assistance” has been added to the non-exclusive list of subjects of federal labor or employment laws of which violation may render a contractor ineligible to submit a bid, response, or proposal for a District project. (Pages 44 and 48).

Rule 3.11(6): Language was added specifying that the District may reject all qualifications, proposals, replies, or responses and start the competitive solicitation process anew if all of the bids, proposals, replies, and responses are too high. (Page 63).

RESOLUTION 2020-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
HERON ISLES COMMUNITY DEVELOPMENT DISTRICT TO
DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND
AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR
THE PURPOSE OF ADOPTING AMENDED AND RESTATED RULES
OF PROCEDURE; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, Heron Isles 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 Nassau 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*.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE HERON ISLES COMMUNITY
DEVELOPMENT DISTRICT:**

SECTION 1. A Public Hearing will be held to adopt the District’s Amended and Restated Rules of Procedure on February 6, 2020, at 6:00 p.m., at the Association of Realtors Auditorium, 910 South 14th Street, Fernandina, Beach, Florida.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 7th day of November, 2019.

ATTEST:

**HERON ISLES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

AMENDED AND RESTATED
RULES OF PROCEDURE
HERON ISLES COMMUNITY DEVELOPMENT DISTRICT

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Rule 1.0 General.

- (1) The Heron Isles Community Development District (the “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 (the “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.
- (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) Board of Supervisors. The Board of Supervisors of the District (the “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 ~~resident electors~~ 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~~ 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) Officers. 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) Committees. 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.
- (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 accord 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 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) District Offices. 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 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.

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

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

Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07., 119.0701, 190.006, ~~119.07,~~ 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, but no more than thirty (30) 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. 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) hours before the meeting/hearing/workshop by contacting the District Manager at (____) _____. 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.”
- (2) Mistake. 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 Chairperson or Vice-Chairperson, shall prepare ~~a notice and~~ an agenda of the meeting/hearing/workshop. The ~~notice and~~ 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 ~~seventy-two (72) hours~~ 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. 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, 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 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) Minutes. 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) Special Requests. 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, if it has one. 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 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) Budget Hearing. 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) Public Hearings. 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.
- (11) Board Authorization. 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, 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) Continuances. 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) Attorney-Client Sessions. 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 attorneysattorney 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) Internal Controls. 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) 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, 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 forth a short, plain explanation of the purpose and effect of the proposed action, 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. The notice shall include a summary of the District’s statement of the estimated regulatory costs, 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 shall be available for inspection and copying by the public at the time of the publication of notice.
 - (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, 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. ~~Notice will then be mailed to all persons whom, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its proceedings.~~
- (4) Rule Development Workshops. 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) 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) Rulemaking Materials. 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 immediate danger to the public health, safety, or welfare exists which requires immediate action. 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 emergency rules 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 as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) Negotiated Rulemaking. 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) Rulemaking Record. 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) Petitions to Challenge Existing Rules.
- (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 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 person as a hearing officer who shall conduct a hearing within 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 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) Variances and Waivers. 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, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
 - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District’s Rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;
 - (iii) The specific facts that would justify a waiver or variance for the petitioner; and

- (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
 - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
 - (d) The Board shall grant or deny a petition for variance or waiver, and shall announce such disposition at a publicly held meeting of the Board, within ~~sixty (60)~~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) Rates, Fees, Rentals and Other Charges. 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: §§ 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. 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) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (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 ~~one~~two million dollars (\$~~1~~2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed ~~fifty~~two hundred thousand dollars (\$~~50~~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 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 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 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;
 - (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.

- (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, 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under ~~The~~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) Qualifying Procedures. 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 ~~federal licenses in good standing, if any;~~

~~(b) 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.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the 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. ~~Consultants who provide their name and address to the District Manager for inclusion on the list shall receive~~

~~notices by mail.~~ 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) Competitive Selection.

- (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, 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 ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (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) Contracts; Public Records. 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) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. 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: §§ 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) Definitions.

- (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 ~~audit~~auditor selection committee appointed by the Board as described in section (2) of this Rule.

(2) Establishment of ~~Audit~~Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an ~~audit~~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 ~~should~~shall include at least three individuals, ~~some or all~~at least one of ~~whom may~~which must also ~~serve as members~~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) Minimum Qualifications. 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 ~~federal~~state professional licenses in good standing, ~~if any~~;
- (ii) Hold all required applicable ~~state professional~~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) ~~Understanding of scope of work;~~
 - ~~(iv)~~—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) Public Announcement. 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) Committee’s Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for 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) Contract. 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 ~~July 1~~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, 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 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) Procedure. 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. ~~Persons who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail. 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, the geographic location of the company's headquarters and

offices in relation to the District, 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) Scope. 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) Procedure. 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 pre-qualification 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, 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 ~~the~~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, 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 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) Suspension, Revocation, or Denial of Qualification

(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), Fla. Stat., 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.

1. 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.

(b) 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 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) 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.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

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) Procedure. 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, 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, 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 ~~the~~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 any violation of federal labor or employment tax laws regarding subjects ~~such as~~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 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 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. 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, 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 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 ~~take whatever steps reasonably necessary in order to~~ proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which ~~steps~~ may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (3) Sole Source; Government. 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) Contracts; Public Records. 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. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. 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~~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) Scope. 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) Procedure.
 - (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) Qualifications-Based Selection. 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) Competitive Proposal-Based Selection. 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, 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 ~~such as~~ 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 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) ~~proposals~~Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no ~~proposals~~Responsive Proposals are received, the District may ~~take whatever steps reasonably necessary in order to~~ proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which ~~steps~~ 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, 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 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. ~~Failing~~
~~accord~~Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified firm, the Board at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must terminate negotiations, 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) Contracts; Public Records. 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) Emergency Purchase. 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) Exceptions. 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) Scope. 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) Discretionary Bond. 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) Procedure. 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, 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 ~~the~~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, or 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 (5) percent. 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, 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) ~~bids, proposals, replies~~ Responsive Bids, Proposals, Replies, or ~~responses~~ 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 ~~take whatever steps reasonably necessary in order to~~ proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best

interests of the District, which ~~steps~~ 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) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for ~~a period that may not exceed three (3) years or the term of the original contract, whichever period is longer~~ a maximum period of five (5) years.
- (6) Emergency Purchases. 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) Procedure. 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, 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 ~~the~~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, make non-material modifications, clarifications, or 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, 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 ~~take whatever steps reasonably necessary in order to~~ proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which ~~steps~~ may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. 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) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for ~~a period that may not exceed three (3) years or the term of the original contract, whichever period is longer. a maximum period of five (5) years.~~
 - (5) Contracts; Public Records. 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) Emergency Purchases. 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) Contracts; Public Records. 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.~~

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) Filing.

- (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.

- ~~(e) If~~ (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, the Board may require

any person who files a notice of protest ~~to~~must post ~~a~~the protest bond ~~in the. The~~ amount ~~equal to 1% of the anticipated contract amount that is the subject 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.
- (2) Contract Execution. 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) Informal Proceeding. 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 facsimile, United States Mail, or hand delivery 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) Formal Proceeding. 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 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) 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) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms 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) Settlement. 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 _____, ~~2018,20~~, 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.

NINTH ORDER OF BUSINESS

D.

1.

Heron Isles Community Development District

Community Report – November 2019

Community Maintenance

Landscaping:

Martex has been grooming the property accordingly. Occasional reports from owners are received regarding missed areas. Martex is then immediately notified and they send out a technician to take care of the area. We are now entering the “off-peak” season for landscape maintenance. The crews will be mowing on a bi-weekly basis instead of weekly. During this period there will be more trimming of trees and shrubs during this time.

Janitorial Services:

All Repairs and Maintenance Service has been providing janitorial services and picking up debris around the ponds in an acceptable manner.

Fence Columns – Krystal Klean was approved to repair and replace fence caps. **Note:** This work has not been performed yet. Evaluation is taking place on the number of caps to repair/replace and if there is a change in the cost, it will be provided.

Restroom Repairs:

The repairs for the restroom facility and the pavilion were completed in October 2018. The magnetic locks have been working well and there are 133 access control cards that have been programmed for owners that submitted their application.

Mailboxes – Community manager (Cheryl) met with George Vargas of the Yulee Post office in August to report that the carrier was opening all of the mailboxes at one time and sorting the mail on site, instead of sorting at the post office. On rainy days, the mail was getting wet.

A discussion continued regarding the inconvenience and dissatisfaction of the owners regarding the mail kiosk. The post office has agreed to allow the mailboxes to be separated and placed closer to the homes that they service. Boxes would need to be placed between the curb and sidewalk on the property lines. This would require 4' x 4' concrete bases for sixteen (16) mailboxes to be strategically placed and mounted on.

Maintenance:

The sidewalk along Heron Isles Parkway and Chester Road has been cleaned/pressure washed. The sidewalks in common areas on Coral Reef and Commodore Pointe have also been cleaned. The restroom facility, pavilions, playground equipment and walkways at the playground were also cleaned/pressure washed.

The playground equipment is in need of improvement. The finish is dull, stained and some pieces are off. Replacement parts or a change in some features would be beneficial.

Holiday Decorations:

The CDD owns the wreaths and garland that have been on display for the past two (2) holiday seasons. Two (2) wreaths are placed on each community sign and three (3) plus garland at the Chester Road/Heron Isles Pkwy. sign. One large wreath is placed at the large pavilion. **Note:** Quote provided for installation.

To ensure all lights/receptables are working, Johnny's Electric will check each location and repair/replace (bulbs) accordingly. Some shrubbery will need to be trimmed back as it is affecting the amount of light on the signs.

**Heron Isles CDD
November 2019
Proposals and Price Comparisons**

Mail Kiosk Project – This project has been indefinitely tabled

Proposed design of gazebo was provided to each contractor for a quote to build

| | |
|-------------------------------------|----------|
| Alden Contracting | \$24,950 |
| Dantzler Construction | \$49,601 |
| Schofield's Home Improvement | \$16,830 |

Proposals for Pressure Washing of Sidewalks & Play Structures

Tighten Bolts (replace if needed)

| | |
|--------------------------------|--|
| Krystal Klean | \$6,997.00 |
| ProServices | \$10,470.70 |
| SG Maintenance Services | \$6,800.00 – Approved / Completed |

Additional Maintenance Services - This Service was Postponed
New Quote to be Obtained

Pressure Washing and Painting of Fence

| | |
|--|------------|
| HuGus - Pressure Washing & Painting | \$8,875.00 |
| Krystal Klean - Pressure Washing & Painting | \$8,250.00 |

Repair / Replacement of Column Caps -

Krystal Klean

- Construction of 6 new column caps \$2,400.00 - **Approved**
- Construction/Repair of 27 column caps \$2,590.00 - **Approved**

Gene Pruitt

- Construction of 6 new column caps \$2,100.00
- Construction/Repair of 27 column caps \$5,400.00



Elite Christmas Lighting

1607 91st Ct. Vero Beach, FL 32966
7729339349 | sales@elitechristmaslighting.com |
elitechristmaslighting.com

RECIPIENT:

Heron Isles

96005 Starlight Ln,
Yulee, FL 32097

Estimate #2187

Sent on 07/30/2019

Total \$1,830.07

SERVICE ADDRESS:

96005 Starlight Ln,
Yulee, FL 32097

| SERVICE / PRODUCT | DESCRIPTION | QTY. | UNIT COST | TOTAL |
|--|--|------|-----------|----------|
| 26 ct. WREATH - 24" Deluxe Oregon Fir - Warm White with bow | 24" Deluxe Oregon Fir Wreath -Warm White with bow (26ct.) purchased 2016 / 2 wreaths per exit sign. There are 13 signs | 26 | \$15.00 | \$390.00 |
| GARLAND 9 X 14 Oregon Fir - Warm White LED | 9 X 14 Oregon Fir Garland - Warm White (2) purchased in 2016 | 1 | \$31.50 | \$31.50 |
| WREATH- 24" Deluxe Oregon Fir - Warm White with bow | New add on in 2017. These will be leased. (2) per sign on 3 signs. | 6 | \$44.50 | \$267.00 |
| GARLAND 9 X 14 Oregon Fir - Warm White LED | New addition in 2017 these will be leased. To add to the large sign. | 2 | \$77.50 | \$155.00 |
| Bushes - 5MM RED LED | 5MM Red LED lights on the bushes in front of the long entrance sign | 10 | \$19.25 | \$192.50 |
| WREATH- 24" Deluxe Oregon Fir- Unlit with bow | 24" Deluxe Oregon Fir Wreath - Unlit with bow To hang on the gazebo by the playground on the side that faces the parking lot. One wreath on each side of the archway. These wreaths will be leased | 2 | \$28.95 | \$57.90 |
| Garland:9' x 14" Deluxe Oregon Fir - Unlit | 9' x 14" Deluxe Oregon Fir Garland - Unlit-2 pieces of garland hung along the arch of the gazebo by the playground on the side facing the parking lot. | 2 | \$42.75 | \$85.50 |
| BOW-18" Red Velvet with Gold Trim | 18" Red Velvet with Gold Trim-to hang in the middle garland on the archway. | 1 | \$38.95 | \$38.95 |
| Commercial grade 24" Wreath lit with 5mm LED lights & 12" premium red/gold structure bow | New addition in 2018. These will be leased (2) wreaths on new neighborhood entrance sign, one block down from the main entrance. | 2 | \$129.00 | \$258.00 |



Elite Christmas Lighting

1607 91st Ct. Vero Beach, FL 32966
7729339349 | sales@elitechristmaslighting.com |
elitechristmaslighting.com

| SERVICE / PRODUCT | DESCRIPTION | QTY. | UNIT COST | TOTAL |
|--|---|------|-----------|----------|
| Commercial grade garland 9ft x 14" with 5mm LED lights | New addition in 2018 these will be leased. To add to the large sign. | 2 | \$117.00 | \$234.00 |

This estimate is valid for 30 days, prices may be subject to change.

Returned checks will be charged a \$75.00 Non-Sufficient funds fee.
Customer is required to make a minimum deposit equal to 50% of the total project cost at the
time of booking, prior to commencement of installation. (Installation dates are first come, first
served and will not be reserved until full deposit payment is received.) Deposits are non-
refundable

Remaining 50% (or balance) of total project cost is due in full the day of project completion.
Accounts not paid within terms are subject to a 1.5% monthly finance charge.

If final payment is not made within a timely manner Elite Christmas Lighting reserves the
right to remove all decorations immediately with no refund of prior payments. In the event
payment is not made and decorations are removed the customer is still liable for full payment

| | |
|---|-------------------|
| Subtotal | \$1,710.35 |
| Florida, Duval County (1.0%) | \$17.10 |
| Florida State (6.0%) | \$102.62 |
| Total | \$1,830.07 |



Elite Christmas Lighting

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Notes Continued...

of agreed contract price. Customer will be responsible for any collection fees and or legal expenses required to resolve non payment.

Elite Christmas Lighting, as part of the services provided to the customer, will install and remove all lighting, décor, and other miscellaneous equipment. Removal of decor will begin on January 2nd, please advise if you would like to keep the decor beyond that date. Decor can not be kept up beyond the month of January.

Unless specifically stated the customer acknowledges that Elite Christmas Lighting will not be liable for the removal or storage of any pre-existing lighting, décor, and other miscellaneous equipment belonging to the customer or venue, and not provided by Elite Christmas Lighting.

Customer is willfully requesting the services provided by Elite Christmas Lighting, and understands all risks (including personal injury and loss of personal property) associated with any and all lighting, décor, and other miscellaneous equipment. Customer releases Elite Christmas Lighting from any known or unknown liability for injuries, loss or damage to personal property, which may occur during installation, use, or removal of all lighting, décor, and other miscellaneous equipment.

Customer understands all risks associated with the use of equipment such as vehicles, man-lifts, ladders, etc. And releases Elite Christmas Lighting from liability of damage to structures or landscaping, including sod, grass, and sidewalks.

Elite Christmas Lighting reserves the right to use photo/video of the decor for promotional use.

Elite Christmas Lighting will maintain the lighting and equipment due to any lighting issues arising from natural failures of equipment and installation. (For example faulty light sets, or falling light strands) valid from date of installation to January 2nd.

Elite Christmas Lighting does not warranty lighting and decor failures due to GFI trips, power surges, lightning strikes, vandalism, cut wiring from landscapers, damage from storms/natural disasters/acts of god, misuse/tampering with equipment, or any other issue not caused by an Elite Christmas Lighting staff member.

Elite Christmas Lighting will service lighting issues as described above at the following rate: \$100/hr for the first hour and \$75/hr each additional hour plus cost of materials/supplies.

Customer understands it is their responsibility to have electrical outlets installed and in working order prior to the day of installation. All trees, shrubs, and landscaping should also be trimmed prior to the day of installation. (Trimming by Elite Christmas Lighting is an additional \$75 / hour)

GFI outlets may trip when wet and we do everything possible to minimize this however, customers are responsible for resetting GFI's. All service calls that are due to GFI trips and unplugged lighting will be charged a service fee as described above.

Elite Christmas Lighting attempts to minimize any permanent fastening to buildings and structures however if deemed necessary will notify customer who will release Elite Christmas Lighting from any future claims arising from the use of such fasteners.

All lighting, décor, and other miscellaneous equipment will be leased to the customer however, Elite Christmas Lighting will retain full ownership of all equipment. (unless specifically stated)

The customer assumes full responsibility for potential damage and theft to all lighting, décor, and other equipment. If the equipment is damaged while in use by the customer, the customer will reimburse Elite Christmas Lighting for the full original price of the equipment damaged.

Customer acknowledges that they are entering into a legally binding contract with Elite Christmas Lighting and agrees to use their services for the full duration of the contract listed. Customer can not cancel this contract without the prior approval of Elite Christmas Lighting. Customer may change the design throughout the length of contract but agrees not to spend less than the predetermined amounts for the predetermined time. Elite Christmas Lighting may cancel this contract with customer at any time if determined necessary.

Signature: _____ Date: _____

ELEVENTH ORDER OF BUSINESS

A.

HERON ISLES
Community Development District
Unaudited Financial Statements
as of
September 30, 2019

Meeting Date
November 7, 2019

Heron Isles
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
September 30, 2019

| | <u>General</u> | <u>Debt Service</u> | <u>Total Governmental Funds</u> |
|--|------------------|-------------------------|---|
| ASSETS: | | | |
| Cash - Wells Fargo | \$55,268 | --- | \$55,268 |
| State Board | \$210 | --- | \$210 |
| Custody-Reserves | \$752 | --- | \$752 |
| Custody-Excess Funds | \$27,567 | --- | \$27,567 |
| Investments: | | | |
| Series 2017A-1 | | | |
| Revenue | --- | \$55,255 | \$55,255 |
| Series 2017A-2 | | | |
| Reserve | --- | \$34,813 | \$34,813 |
| Prepayment | --- | \$10,926 | \$10,926 |
| Prepaid Expenses | \$12,390 | --- | \$12,390 |
| Electric Deposits | \$1,580 | --- | \$1,580 |
| Due from Other | \$6,262 | --- | \$6,262 |
| TOTAL ASSETS | <u>\$104,029</u> | <u>\$100,994</u> | <u>\$205,022</u> |
| LIABILITIES: | | | |
| Accounts Payable | \$2,750 | --- | \$2,750 |
| FUND BALANCES: | | | |
| Restricted for Debt Service | --- | \$100,994 | \$100,994 |
| Nonspendable | \$1,580 | --- | \$1,580 |
| Assigned | \$0 | --- | \$0 |
| Unassigned | \$99,698 | --- | \$99,698 |
| TOTAL LIABILITIES & FUND EQUITY & OTHER CREDITS | <u>\$104,029</u> | <u>\$100,994</u> | <u>\$205,022</u> |

HERON ISLES

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues, Expenditures and Changes in Fund Balance
For The Period Ending 09/30/19

| | ADOPTED BUDGET | PRORATED BUDGET Thru 09/30/19 | ACTUAL Thru 09/30/19 | VARIANCE |
|---|-------------------|----------------------------------|-------------------------|------------------|
| <u>Revenues</u> | | | | |
| Assessments - On Roll | \$320,236 | \$320,236 | \$324,160 | \$3,924 |
| Interest/Miscellaneous Income | \$400 | \$400 | \$704 | \$304 |
| <i>Total Revenues</i> | \$320,637 | \$320,637 | \$324,865 | \$4,228 |
| <u>Expenditures</u> | | | | |
| <u>Administrative</u> | | | | |
| Supervisors | \$4,000 | \$4,000 | \$4,200 | (\$200) |
| FICA Expense | \$306 | \$306 | \$321 | (\$15) |
| Engineering | \$5,000 | \$5,000 | \$3,634 | \$1,366 |
| Assessment Roll | \$7,500 | \$7,500 | \$7,500 | \$0 |
| Dissemination | \$1,500 | \$1,500 | \$1,500 | \$0 |
| Attorney | \$15,000 | \$15,000 | \$9,151 | \$5,850 |
| Auditing | \$4,000 | \$4,000 | \$3,250 | \$750 |
| Trustee Fees | \$2,200 | \$2,200 | \$3,717 | (\$1,517) |
| Management Fees | \$45,423 | \$45,423 | \$45,423 | \$0 |
| Computer Time | \$1,000 | \$1,000 | \$1,000 | \$0 |
| Website Compliance | \$500 | \$500 | \$2,250 | (\$1,750) |
| Telephone | \$100 | \$100 | \$195 | (\$95) |
| Postage | \$500 | \$500 | \$868 | (\$368) |
| Printing & Binding | \$1,250 | \$1,250 | \$1,296 | (\$46) |
| Rental & Leases | \$0 | \$0 | \$640 | (\$640) |
| Meeting Room Rental | \$1,300 | \$1,300 | \$475 | \$825 |
| Insurance | \$6,700 | \$6,700 | \$10,663 | (\$3,963) |
| Legal Advertising | \$2,500 | \$2,500 | \$6,319 | (\$3,819) |
| Other Current Charges | \$1,000 | \$1,000 | \$6,429 | (\$5,429) |
| Office Supplies | \$100 | \$100 | \$76 | \$24 |
| Dues, Licenses & Subscriptions | \$175 | \$175 | \$175 | \$0 |
| Capital Outlay | \$250 | \$250 | \$0 | \$250 |
| <i>Total Administrative Expenditures</i> | \$100,304 | \$100,304 | \$109,083 | (\$8,779) |
| <u>Utilities</u> | | | | |
| Electric | \$32,005 | \$32,005 | \$22,825 | \$9,180 |
| Water & Sewer | \$46,813 | \$46,813 | \$50,058 | (\$3,245) |
| <i>Total Utilities</i> | \$78,818 | \$78,818 | \$72,883 | \$5,935 |

HERON ISLES
COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues, Expenditures and Changes in Fund Balance
For The Period Ending 09/30/19

| | ADOPTED BUDGET | PRORATED BUDGET Thru 09/30/19 | ACTUAL Thru 09/30/19 | VARIANCE |
|---|-------------------|----------------------------------|-------------------------|-------------------|
| Expenditures | | | | |
| <i><u>Contract Services</u></i> | | | | |
| Landscape Maintenance | \$64,250 | \$64,250 | \$91,691 | (\$27,441) |
| Irrigation Maintenance | \$3,000 | \$3,000 | \$2,679 | \$321 |
| Lake Maintenance | \$12,900 | \$12,900 | \$12,900 | \$0 |
| Janitorial Services | \$7,200 | \$7,200 | \$6,600 | \$600 |
| Trash Removal Services | \$7,440 | \$7,440 | \$6,000 | \$1,440 |
| Management Company | \$9,000 | \$9,000 | \$6,750 | \$2,250 |
| Pest Control Services | \$225 | \$225 | \$227 | (\$2) |
| Holiday Decorations | \$1,500 | \$1,500 | \$1,710 | (\$210) |
| <i>Total Contract Services</i> | \$105,515 | \$105,515 | \$128,557 | (\$23,042) |
| <i><u>Repairs & Maintenance</u></i> | | | | |
| Repairs & Maintenance | \$30,000 | \$30,000 | \$7,530 | \$22,470 |
| <i>Total Repairs & Maintenance</i> | \$30,000 | \$30,000 | \$7,530 | \$22,470 |
| <i><u>Reserves</u></i> | | | | |
| Capital Reserve | \$6,000 | \$6,000 | \$500 | \$5,500 |
| <i>Total Reserves</i> | \$6,000 | \$6,000 | \$500 | \$5,500 |
| <i>TOTAL EXPENDITURES</i> | \$320,637 | \$320,637 | \$318,553 | \$2,084 |
| EXCESS REVENUES (EXPENDITURES) | \$0 | | \$6,311 | |
| FUND BALANCE - Beginning | \$0 | | \$94,967 | |
| FUND BALANCE - Ending | \$0 | | \$101,278 | |

Heron Isles
COMMUNITY DEVELOPMENT DISTRICT

| | October | November | December | January | February | March | April | May | June | July | August | September | Total |
|--|-------------------|------------------|------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|------------------|
| <u>REVENUES:</u> | | | | | | | | | | | | | |
| Maintenance Assessments | \$0 | \$18,189 | \$289,594 | \$3,013 | \$3,322 | \$2,324 | \$3,822 | \$609 | \$3,287 | \$0 | \$0 | \$0 | \$324,160 |
| Interest Income | \$38 | \$17 | \$14 | \$60 | \$76 | \$120 | \$250 | \$0 | \$53 | \$39 | \$25 | \$13 | \$704 |
| TOTAL REVENUES | \$38 | \$18,206 | \$289,607 | \$3,073 | \$3,398 | \$2,444 | \$4,073 | \$609 | \$3,340 | \$39 | \$25 | \$13 | \$324,865 |
| <u>EXPENDITURES:</u> | | | | | | | | | | | | | |
| <u>Administrative:</u> | | | | | | | | | | | | | |
| Supervisors | \$0 | \$1,000 | \$0 | \$0 | \$800 | \$0 | \$1,000 | \$600 | \$0 | \$0 | \$800 | \$0 | \$4,200 |
| FICA Expense | \$0 | \$77 | \$0 | \$0 | \$61 | \$0 | \$77 | \$46 | \$0 | \$0 | \$61 | \$0 | \$321 |
| Engineering | \$0 | \$0 | \$0 | \$0 | \$0 | \$780 | \$455 | \$1,365 | \$390 | \$0 | \$644 | \$0 | \$3,634 |
| Attorney | \$907 | \$782 | \$92 | \$634 | \$1,704 | \$696 | \$1,275 | \$1,415 | \$555 | \$157 | \$935 | \$0 | \$9,151 |
| Dissemination | \$125 | \$125 | \$125 | \$125 | \$125 | \$125 | \$125 | \$125 | \$125 | \$125 | \$125 | \$125 | \$1,500 |
| Trustee Fees | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$3,717 | \$0 | \$3,717 |
| Annual Audit | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$3,250 | \$0 | \$0 | \$3,250 |
| Assessment Roll Services | \$7,500 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$7,500 |
| Management Fees | \$3,785 | \$3,785 | \$3,785 | \$3,785 | \$3,785 | \$3,785 | \$3,785 | \$3,785 | \$3,785 | \$3,785 | \$3,785 | \$3,785 | \$45,423 |
| Computer Time | \$83 | \$83 | \$83 | \$83 | \$83 | \$83 | \$83 | \$83 | \$83 | \$83 | \$83 | \$83 | \$1,000 |
| Website Administration | \$42 | \$42 | \$42 | \$1,792 | \$42 | \$42 | \$42 | \$42 | \$42 | \$42 | \$42 | \$42 | \$2,250 |
| Telephone | \$0 | \$0 | \$26 | \$0 | \$0 | \$0 | \$46 | \$0 | \$67 | \$0 | \$0 | \$56 | \$195 |
| Postage | \$64 | \$19 | \$7 | \$73 | \$33 | \$0 | \$83 | \$62 | \$394 | \$68 | \$5 | \$60 | \$868 |
| Printing & Binding | \$35 | \$112 | \$0 | \$5 | \$207 | \$38 | \$8 | \$123 | \$483 | \$37 | \$221 | \$25 | \$1,296 |
| Rental & Leases | \$0 | \$0 | \$0 | \$640 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$640 |
| Insurance | \$10,663 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$10,663 |
| Legal Advertising | \$783 | \$580 | \$0 | \$248 | \$0 | \$248 | \$248 | \$0 | \$3,618 | \$0 | \$0 | \$595 | \$6,319 |
| Other Current Charges | \$405 | \$5,380 | \$28 | \$41 | \$102 | \$85 | \$95 | \$63 | \$124 | \$41 | \$38 | \$26 | \$6,429 |
| Meeting Room Rental | \$0 | \$100 | \$0 | \$0 | \$100 | \$0 | \$100 | \$100 | \$0 | \$75 | \$0 | \$0 | \$475 |
| Office Supplies | \$0 | \$18 | \$0 | \$1 | \$18 | \$6 | \$0 | \$15 | \$1 | \$1 | \$15 | \$1 | \$76 |
| Dues, Licenses, Subscriptions | \$175 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$175 |
| Capital Outlay | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total Administrative | \$24,568 | \$12,102 | \$4,189 | \$7,427 | \$7,060 | \$5,889 | \$7,422 | \$7,824 | \$9,667 | \$7,665 | \$10,472 | \$4,798 | \$109,083 |
| <u>Maintenance:</u> | | | | | | | | | | | | | |
| Electric | \$2,046 | \$2,153 | \$2,051 | \$1,957 | \$2,065 | \$0 | \$2,064 | \$2,114 | \$2,112 | \$2,086 | \$2,114 | \$2,063 | \$22,825 |
| Water & Sewer | \$4,558 | \$4,431 | \$0 | \$3,730 | \$2,936 | \$2,547 | \$1,902 | \$2,113 | \$3,100 | \$4,641 | \$12,992 | \$7,109 | \$50,058 |
| Landscape Maintenance | \$4,765 | \$4,765 | \$4,765 | \$5,071 | \$6,735 | \$5,719 | \$5,071 | \$32,297 | \$7,291 | \$5,071 | \$5,071 | \$5,071 | \$91,691 |
| Irrigation Repairs | \$320 | \$47 | \$0 | \$136 | \$0 | \$282 | \$262 | \$700 | \$932 | \$0 | \$0 | \$0 | \$2,679 |
| Lake Maintenance | \$1,075 | \$1,075 | \$1,075 | \$1,075 | \$1,075 | \$1,075 | \$1,075 | \$1,075 | \$1,075 | \$1,075 | \$1,075 | \$1,075 | \$12,900 |
| Janitorial | \$600 | \$600 | \$600 | \$600 | \$600 | \$600 | \$600 | \$600 | \$0 | \$600 | \$600 | \$600 | \$6,600 |
| Trash Removal Services | \$500 | \$500 | \$500 | \$500 | \$500 | \$500 | \$500 | \$500 | \$500 | \$500 | \$500 | \$500 | \$6,000 |
| Management Company | \$750 | \$750 | \$750 | \$750 | \$750 | \$750 | \$750 | \$750 | \$750 | \$0 | \$0 | \$0 | \$6,750 |
| Pest Control | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$227 | \$0 | \$0 | \$0 | \$0 | \$227 |
| Repairs & Maintenance | \$1,284 | \$120 | \$120 | \$120 | \$430 | \$626 | \$4,174 | \$120 | \$120 | \$178 | \$120 | \$120 | \$7,530 |
| Holiday Decorations | \$915 | \$0 | \$795 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$1,710 |
| Total Maintenance | \$16,813 | \$14,441 | \$10,656 | \$13,938 | \$15,091 | \$12,099 | \$16,397 | \$40,496 | \$15,879 | \$14,151 | \$22,472 | \$16,538 | \$208,970 |
| Total Expenditures | \$41,381 | \$26,543 | \$14,845 | \$21,365 | \$22,151 | \$17,987 | \$23,819 | \$48,320 | \$25,546 | \$21,815 | \$32,945 | \$21,336 | \$318,053 |
| <u>TOTAL OTHER SOURCES AND USES</u> | | | | | | | | | | | | | |
| Capital Reserve | \$0 | \$500 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$500 |
| Total Other Sources and Uses | \$0 | \$500 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$500 |
| Excess Revenues (Expenditures) | (\$41,343) | (\$7,837) | \$274,762 | (\$18,292) | (\$18,753) | (\$15,543) | (\$19,747) | (\$47,711) | (\$22,205) | (\$21,777) | (\$32,920) | (\$21,323) | \$6,311 |

HERON ISLES
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2017
Statement of Revenues, Expenditures and Changes in Fund Balance
For The Period Ending 09/30/19

| | ADOPTED BUDGET | PRORATED BUDGET Thru 09/30/19 | ACTUAL Thru 09/30/19 | VARIANCE |
|--|-------------------|----------------------------------|-------------------------|-------------------|
| <u>Revenues</u> | | | | |
| Special Assessments - On Roll | \$233,370 | \$233,370 | \$228,957 | (\$4,413) |
| Prepayments | \$0 | \$0 | \$10,392 | \$10,392 |
| Interest Income | \$0 | \$0 | \$463 | \$463 |
| <i>Total Revenues</i> | \$233,370 | \$233,370 | \$239,813 | \$6,443 |
| <u>Expenditures</u> | | | | |
| <u>Series 2017A1</u> | | | | |
| Interest - 11/1 | \$29,863 | \$29,863 | \$29,863 | \$0 |
| Special Call - 11/1 | \$0 | \$0 | \$30,000 | (\$30,000) |
| Interest - 5/1 | \$29,863 | \$29,863 | \$29,475 | \$388 |
| Principal - 5/1 | \$100,000 | \$100,000 | \$100,000 | \$0 |
| <u>Series 2017A2</u> | | | | |
| Interest - 11/1 | \$20,000 | \$20,000 | \$20,000 | \$0 |
| Special Call - 11/1 | \$0 | \$0 | \$15,000 | (\$15,000) |
| Interest - 5/1 | \$20,000 | \$20,000 | \$19,625 | \$375 |
| Principal - 5/1 | \$30,000 | \$30,000 | \$25,000 | \$5,000 |
| <i>Total Expenditures</i> | \$229,725 | \$229,725 | \$268,963 | (\$39,238) |
| <u>Other Sources/(Uses)</u> | | | | |
| Interfund Transfer In(Out) | \$0 | \$0 | \$0 | \$0 |
| <i>Total Other Sources/(Uses)</i> | \$0 | \$0 | \$0 | \$0 |
| EXCESS REVENUES (EXPENDITURES) | \$3,645 | | (\$29,150) | |
| FUND BALANCE - Beginning | \$58,302 | | \$130,144 | |
| FUND BALANCE - Ending | <u>\$61,947</u> | | <u>\$100,994</u> | |

Heron Isles
Community Development District
Long Term Debt Report

Series 2017A-1 Capital Improvement Revenue Bonds

| | |
|-------------------------------|--------------------------------|
| Interest Rate: | 2.0%-3.375% |
| Maturity Date: | 11/1/36 |
| Reserve Fund Definition: | 50% of Max Annual Debt Service |
| Reserve Fund Requirement: | \$78,975.00 |
| Reserve Balance: | --- |
| Bonds outstanding - 9/30/2018 | \$2,155,000 |
| Less: November 1, 2018 | (\$30,000) |
| Less: May 1, 2019 | (\$100,000) |

| | |
|---------------------------|-------------|
| Current Bonds Outstanding | \$2,025,000 |
|---------------------------|-------------|

Series 2017A-2 Capital Improvement Revenue Bonds

| | |
|-------------------------------|--------------------------------|
| Interest Rate: | 5.00% |
| Maturity Date: | 11/1/36 |
| Reserve Fund Definition: | 50% of Max Annual Debt Service |
| Reserve Fund Requirement: | \$34,250.00 |
| Reserve Balance: | \$34,812.50 |
| Bonds outstanding - 9/30/2018 | \$800,000 |
| Less: November 1, 2018 | (\$15,000) |
| Less: May 1, 2019 | (\$25,000) |

| | |
|---------------------------|-----------|
| Current Bonds Outstanding | \$760,000 |
|---------------------------|-----------|

B.

HERON ISLES COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2019 ASSESSMENT RECEIPTS SUMMARY

| ASSESSED | # UNITS ASSESSED | SERIES 2017A1-2 DEBT SERVICE ASSESSED | O&M ASSESSED | TOTAL ASSESSED |
|-----------------------|---------------------|---|--------------|-------------------|
| NET REVENUE TAX ROLL | 748 | 225,882.03 | 319,806.58 | 545,688.60 |
| TOTAL NET ASSESSMENTS | | 225,882.03 | 319,806.58 | 545,688.60 |

| SUMMARY OF TAX ROLL RECEIPTS | | | | |
|------------------------------|------------------|----------------|--------------------------|-----------------|
| NASSAU COUNTY DISTRIBUTION | DATE RECEIVED | TOTAL RECEIVED | DEBT SERVICE RECEIPTS | O&M RECEIPTS |
| 1 | 11/07/18 | 2,349.39 | 972.51 | 1,376.88 |
| 2 | 11/26/18 | 28,686.10 | 11,874.31 | 16,811.79 |
| 3 | 12/07/18 | 477,143.00 | 197,508.30 | 279,634.70 |
| 4 | 12/20/18 | 16,993.32 | 7,034.21 | 9,959.11 |
| 5 | 01/09/18 | 5,141.13 | 2,128.12 | 3,013.01 |
| 6 | 02/07/19 | 5,668.20 | 2,346.29 | 3,321.91 |
| 7 | 03/08/19 | 3,966.03 | 1,641.70 | 2,324.33 |
| 8 | 04/12/19 | 6,522.17 | 2,699.78 | 3,822.39 |
| 9 | 05/10/19 | 1,039.24 | 430.18 | 609.06 |
| TAX CERTIFICATES | 06/05/19 | 5,144.72 | 2,129.60 | 3,015.12 |
| 11 | 06/06/19 | 464.05 | 192.09 | 271.96 |
| | | | - | - |
| | | | - | - |
| | | | - | - |
| | | | - | - |
| | | | - | - |
| TOTAL TAX ROLL RECEIPTS | | 553,117.35 | 228,957.09 | 324,160.26 |

| | | | |
|-----------------------------|------------|------------|------------|
| TOTAL DUE TAX ROLL RECEIPTS | (7,428.75) | (3,075.06) | (4,353.68) |
|-----------------------------|------------|------------|------------|

| PERCENT COLLECTED | TOTAL | DEBT | O&M |
|----------------------|---------|---------|---------|
| % COLLECTED TAX ROLL | 101.36% | 101.36% | 101.36% |

C.

HERON ISLES
Community Development District

Check Register Summary- General Fund

7/01/2019 - 9/30/2019

| <i>Check Date</i> | <i>Check #'s</i> | <i>Total Amount</i> |
|--------------------------|-------------------------|----------------------------|
| 7/1/19 - 7/30/19 | 64-73 | \$20,836.95 |
| 8/1/19 - 8/31/19 | 74-83 | \$16,852.39 |
| 9/1/19 - 9/30/19 | 84-92 | \$25,123.75 |

Total

\$62,813.09

| | | |
|--------|--------------------|-------------|
| 7/5/19 | FPL Online Payment | \$2,085.93 |
| 7/8/19 | JEA Online Payment | \$4,641.17 |
| 8/7/19 | FPL Online Payment | \$2,114.30 |
| 8/5/19 | JEA Online Payment | \$12,992.00 |
| 9/5/19 | FPL Online Payment | \$2,063.08 |
| 9/3/19 | JEA Online Payment | \$7,109.09 |

Total

\$31,005.57

| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | ...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK..... AMOUNT # |
|---------------|-------|-----------------------------------|--|------------------------------------|--------|----------|-----------------------------|
| 7/11/19 | 00113 | 7/01/19 346145 | 201907 310-51300-32200 | | * | 3,250.00 | |
| | | FYE 9/30/18 AUDIT | | BERGER, TOOMBS, ELAM, GAINES&FRANK | | | 3,250.00 000064 |
| 7/11/19 | 00006 | 6/24/19 108096 | 201905 310-51300-31500 | | * | 1,414.50 | |
| | | MAY GENERAL COUNSEL | | HOPPING GREEN & SAMS | | | 1,414.50 000065 |
| 7/11/19 | 00082 | 6/24/19 6988 | 201906 320-57200-46200 | | * | 2,219.65 | |
| | | BREEZEWAY COURT ENHANCE | | MARTEX SERVICES | | | 2,219.65 000066 |
| 7/11/19 | 00082 | 7/01/19 7125 | 201907 320-57200-46200 | | * | 5,071.00 | |
| | | JUL LANDSCAPE MAINTENANCE | | MARTEX SERVICES | | | 5,071.00 000067 |
| 7/11/19 | 00015 | 7/01/19 440375 | 201907 320-57200-46500 | | * | 1,075.00 | |
| | | JUL LAKE MAINTENANCE | | THE LAKE DOCTORS, INC. | | | 1,075.00 000068 |
| 7/11/19 | 00110 | 7/02/19 2434 | 201905 310-51300-31100 | | * | 1,365.00 | |
| | | MAY ENGINEERING SERVICES | | YURO AND ASSOCIATES, LLC. | | | 1,365.00 000069 |
| 7/18/19 | 00056 | 7/12/19 07122019 | 201907 310-51300-44500 | | * | 75.00 | |
| | | MEETING ROOM RENTAL FEE | | AINCAR | | | 75.00 000070 |
| 7/18/19 | 00045 | 7/15/19 1458 | 201906 320-57200-46700 | | * | 500.00 | |
| | | JUN TRASH PICK UP | | | * | 120.00 | |
| | | 7/15/19 1458 | 201906 320-57200-46000 | | * | | |
| | | JUN DEBRIS CLEANUP | | ALL REPAIRS & MAINTENANCE | | | 620.00 000071 |
| 7/18/19 | 00014 | 7/01/19 183 | 201907 310-51300-34000 | | * | 3,785.25 | |
| | | JUL MANAGEMENT FEES | | | * | 41.67 | |
| | | 7/01/19 183 | 201907 310-51300-35110 | | * | 83.33 | |
| | | JUL WEBSITE ADMIN | | | * | 125.00 | |
| | | 7/01/19 183 | 201907 310-51300-31300 | | * | .57 | |
| | | JUL INFORM TECHNOLOGY | | | * | 9.65 | |
| | | 7/01/19 183 | 201907 310-51300-51000 | | * | | |
| | | JUL DISSEMINATION SERVICE | | | * | | |
| | | 7/01/19 183 | 201907 310-51300-42000 | | * | | |
| | | OFFICE SUPPLIES | | | * | | |
| | | 7/01/19 183 | 201907 310-51300-42000 | | * | | |
| | | POSTAGE | | | * | | |

HIC -HERON ISLES - BPEREGRINO

| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | ...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK..... AMOUNT # |
|---------------|-------|-----------------------------------|--|----------------------------------|--------|----------|----------------------------|
| | | 7/01/19 183 | 201907 310-51300-42500 | | * | 37.35 | |
| | | COPIES | | | | | |
| | | | | GOVERNMENTAL MANAGEMENT SERVICES | | | 4,082.82 000072 |
| 7/24/19 00082 | | 6/20/19 4443 | 201902 320-57200-46200 | | * | 1,663.98 | |
| | | PLAYGROUND MULCH INSTALL | | | | | |
| | | | | MARTEX SERVICES | | | 1,663.98 000073 |
| 8/09/19 00045 | | 8/05/19 1524 | 201907 320-57200-46700 | | * | 500.00 | |
| | | JUL TRASH PICK UP | | | | | |
| | | 8/05/19 1524 | 201907 320-57200-46600 | | * | 600.00 | |
| | | JUL JANITORIAL SERVICE | | | | | |
| | | 8/05/19 1524 | 201907 320-57200-46000 | | * | 120.00 | |
| | | JUL DEBRIS CLEAN UP | | | | | |
| | | | | ALL REPAIRS & MAINTENANCE | | | 1,220.00 000074 |
| 8/09/19 00114 | | 6/05/19 19050012 | 201906 310-51300-49000 | | * | 71.39 | |
| | | BANK FEE | | | | | |
| | | | | BANK OF AMERICA | | | 71.39 000075 |
| 8/09/19 00003 | | 7/30/19 66287502 | 201907 310-51300-42000 | | * | 58.76 | |
| | | JUL FEDEX POSTAGE | | | | | |
| | | | | FEDEX | | | 58.76 000076 |
| 8/09/19 00014 | | 8/01/19 184 | 201908 310-51300-34000 | | * | 3,785.25 | |
| | | AUG MANAGEMENT FEE | | | | | |
| | | 8/01/19 184 | 201908 310-51300-35110 | | * | 41.67 | |
| | | AUG WEBSITE ADMIN | | | | | |
| | | 8/01/19 184 | 201908 310-51300-35100 | | * | 83.33 | |
| | | AUG INFORM TECHNOLOGY | | | | | |
| | | 8/01/19 184 | 201908 310-51300-31300 | | * | 125.00 | |
| | | AUG DISSEMINATION SERVICE | | | | | |
| | | 8/01/19 184 | 201908 310-51300-51000 | | * | 15.30 | |
| | | OFFICE SUPPLIES | | | | | |
| | | 8/01/19 184 | 201908 310-51300-42000 | | * | 5.00 | |
| | | POSTAGE | | | | | |
| | | 8/01/19 184 | 201908 310-51300-42500 | | * | 221.10 | |
| | | COPIES | | | | | |
| | | | | GOVERNMENTAL MANAGEMENT SERVICES | | | 4,276.65 000077 |
| 8/09/19 00066 | | 8/06/19 08062019 | 201907 320-57200-46000 | | * | 57.71 | |
| | | DOOR HANDLES TO RESTROOM | | | | | |
| | | | | CHERYL GRAHAM | | | 57.71 000078 |
| 8/09/19 00006 | | 7/31/19 109074 | 201906 310-51300-31500 | | * | 554.50 | |
| | | JUN GENERAL COUNSEL | | | | | |
| | | | | HOPPING GREEN & SAMS | | | 554.50 000079 |
| | | | | | | | |
| | | | | HIC -HERON ISLES - BPEREGRINO | | | |

| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | ...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK..... AMOUNT # |
|---------------|-------|-----------------------------------|--|----------------------------------|--------|----------|-----------------------------|
| 8/09/19 | 00062 | 6/04/19 06042019 | 201906 320-57200-34000 | JUN MANAGEMENT FEE | * | 750.00 | |
| | | | | LELAND MANAGEMENT INC | | | 750.00 000080 |
| 8/09/19 | 00082 | 8/01/19 7461 | 201908 320-57200-46200 | AUG LANDSCAPE MAINTENANCE | * | 5,071.00 | |
| | | | | MARTEX SERVICES | | | 5,071.00 000081 |
| 8/09/19 | 00015 | 8/01/19 446544 | 201908 320-57200-46500 | AUG LAKE MAINTENANCE | * | 1,075.00 | |
| | | | | THE LAKE DOCTORS, INC. | | | 1,075.00 000082 |
| 8/09/19 | 00031 | 7/25/19 5437511 | 201908 310-51300-32300 | TRUSTEE FEE THRU 6/30/20 | * | 3,717.38 | |
| | | | | US BANK | | | 3,717.38 000083 |
| 9/13/19 | 00045 | 9/04/19 1637 | 201908 320-57200-46700 | AUG TRASH PICK UP | * | 500.00 | |
| | | 9/04/19 1637 | 201908 320-57200-46600 | AUG JANITORIAL SERVICES | * | 600.00 | |
| | | 9/04/19 1637 | 201908 320-57200-46000 | AUG DEBRIES CLEAN UP | * | 120.00 | |
| | | | | ALL REPAIRS & MAINTENANCE | | | 1,220.00 000084 |
| 9/13/19 | 00014 | 9/01/19 185 | 201909 310-51300-34000 | SEP MANAGEMENT FEE | * | 3,785.25 | |
| | | 9/01/19 185 | 201909 310-51300-35110 | SEP WEBSITE ADMIN | * | 41.67 | |
| | | 9/01/19 185 | 201909 310-51300-35100 | SEP INFORMATION TECH | * | 83.33 | |
| | | 9/01/19 185 | 201909 310-51300-31300 | SEP DISSEMINATION SERVICE | * | 125.00 | |
| | | 9/01/19 185 | 201909 310-51300-51000 | OFFICE SUPPLIES | * | .54 | |
| | | 9/01/19 185 | 201909 310-51300-42000 | POSTAGE | * | 33.99 | |
| | | 9/01/19 185 | 201909 310-51300-42500 | COPIES | * | 24.90 | |
| | | 9/01/19 185 | 201909 310-51300-41000 | TELEPHONE | * | 55.93 | |
| | | | | GOVERNMENTAL MANAGEMENT SERVICES | | | 4,150.61 000085 |
| 9/13/19 | 00006 | 8/30/19 109606 | 201907 310-51300-31500 | JUL GENERAL COUNSEL | * | 157.00 | |
| | | | | HOPPING GREEN & SAMS | | | 157.00 000086 |

HIC -HERON ISLES - BPEREGRINO

| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | ...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK..... AMOUNT # |
|--------------------|-------|-----------------------------------|--|------------------------------|--------|-----------|----------------------------|
| 9/13/19 | 00015 | 9/01/19 452653 | 201909 320-57200-46500 | SEP LAKE MAINTENANCE | * | 1,075.00 | |
| | | | | THE LAKE DOCTORS, INC. | | | 1,075.00 000087 |
| 9/13/19 | 00110 | 9/02/19 2461 | 201907 310-51300-31100 | JUL ENGINEERING SERVICES | * | 390.00 | |
| | | | | YURO AND ASSOCIATES, LLC. | | | 390.00 000088 |
| 9/13/19 | 00110 | 9/02/19 2462 | 201908 310-51300-31100 | AUG ENGINEERING SERVICE | * | 644.40 | |
| | | | | YURO AND ASSOCIATES, LLC. | | | 644.40 000089 |
| 9/27/19 | 00040 | 9/12/19 9578 | 201909 300-15500-10000 | FY20 ADMIN INSURANCE | * | 6,193.00 | |
| | | 9/12/19 9578 | 201909 300-15500-10000 | FY20 PROPERTY INSURANCE | * | 6,197.00 | |
| | | | | EGIS INSURANCE ADVISORS, LLC | | | 12,390.00 000090 |
| 9/27/19 | 00003 | 8/20/19 67128024 | 201909 310-51300-42000 | SEP FEDEX POSTAGE | * | 25.74 | |
| | | | | FEDEX | | | 25.74 000091 |
| 9/27/19 | 00082 | 9/01/19 7767 | 201909 320-57200-46200 | SEP LANDSCAPE MAINTENANCE | * | 5,071.00 | |
| | | | | MARTEX SERVICES | | | 5,071.00 000092 |
| TOTAL FOR BANK B | | | | | | 62,813.09 | |
| TOTAL FOR REGISTER | | | | | | 62,813.09 | |

HIC -HERON ISLES - BPEREGRINO