

# Holly Hill Road East Community Development District

12051 Corporate Boulevard, Orlando, FL 32817; 407-723-5900

[www.hollyhillroadeastcdd.com](http://www.hollyhillroadeastcdd.com)

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The following is the proposed agenda for the meeting of the Board of Supervisors for the Holly Hill Road East Community Development District, scheduled to be held **Wednesday, August 21, 2019 at 10:00 a.m.**, at the **Offices of Cassidy Homes, 346 East Central Ave., Winter Haven, FL 33880**. Questions or comments on the Board Meeting or proposed agenda may be addressed to Jane Gaarlandt at [gaarlandtj@pfm.com](mailto:gaarlandtj@pfm.com) or (407) 723-5900. As always, the personal attendance of three (3) Board Members will be required to constitute a quorum.

If you would like to attend the Board Meeting by phone, you may do so by dialing:

Phone: **1-866-546-3377**

Participant Code: **964985**

## **PROPOSED BOARD OF SUPERVISORS' MEETING AGENDA**

### **Administrative Matters**

- Roll Call to Confirm Quorum
- Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board]*
- 1. **Consideration of the Minutes of the July 24, 2019 Board of Supervisors' Meeting**

### **Business Matters**

2. **Discussion of Memorandum of Updated Provisions of the District's Rule of Procedure**
3. **Consideration of Resolution 2019-23, Setting Public Hearing to Adopt Amended and Restated Rules of Procedure**
4. **Consideration of Proposals for the Installation of Security Cameras**
5. **Consideration of Proposals for the Installation of Fan in the Electrical Room**
6. **Consideration of Proposals for Shade Structures on the Pool Deck**
7. **Consideration of Proposals for Landscaping Maintenance along the Pathway *(provided under separate cover)***
8. **Ratification of Payment Authorization Nos. 81 – 84**
9. **Review of Monthly Financials**

### **Other Business**

#### **Staff Reports**

District Counsel  
Interim Engineer  
District Manager

**Supervisor Requests and Audience Comments**  
**Adjournment**





# **Holly Hill Road East Community Development District**

## **Minutes**

## **MINUTES OF MEETING**

**HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS' MEETING  
Wednesday, July 24, 2019 at 10:06 a.m.  
Offices of Cassidy Homes  
346 East Central Avenue  
Winter Haven, Florida 33880**

Board Members present at roll call:

|                  |              |             |
|------------------|--------------|-------------|
| Rennie Heath     | Board Member |             |
| Andrew Rhinehart | Board Member |             |
| Lauren Schwenk   | Board Member |             |
| Patrick Marone   | Board Member |             |
| Scott Shapiro    | Board Member | (via phone) |

Also, Present:

|                 |                            |
|-----------------|----------------------------|
| Jane Gaarlandt  | PFM                        |
| Sonali Patil    | PFM                        |
| Michelle Rigoni | Hopping Green & Sams, P.A. |
| Roy             |                            |

### **FIRST ORDER OF BUSINESS**

#### **Call to Order and Roll Call**

The meeting was called to order at 10:06 a.m. Those in attendance are outlined above.

### **SECOND ORDER OF BUSINESS**

#### **Public Comment Period**

There were no members of the public present.

### **THIRD ORDER OF BUSINESS**

#### **Consideration of the Minutes of the June 19, 2019 Board of Supervisors Meeting**

The Board reviewed the minutes.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Board approved the Minutes of the June 19, 2019 Board of Supervisors Meeting.

### **FOURTH ORDER OF BUSINESS**

#### **Consideration of Resolution 2019-18, Appointing District Officers**

Ms. Gaarlandt presented the slate of officers to the Board. She requested adding Ms. Patil as an Assistant Secretary and replacing Dr. Fishkind with Ms. Amy Champagne as Treasurer and Ms. Jennifer Glasgow as the Assistant Treasurer.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the Board approved Resolution 2019-18, Appointing District Officers, as presented.

#### **FIFTH ORDER OF BUSINESS**

#### **Consideration of Resolution 2019-19, Annual Meeting Schedule for Fiscal Year 2019-2020**

Ms. Gaarlandt suggested keeping the meeting schedule the 3<sup>rd</sup> Wednesday of the month at 10:00 a.m. at the Offices of Cassidy Homes, 346 East Central Avenue, Winter Haven, Florida 33880.

On MOTION by Mr. Heath, seconded by Ms. Rhinehart, with all in favor, the Board approved Resolution 2019-19, Annual Meeting Schedule for Fiscal Year 2019-2020.

#### **SIXTH ORDER OF BUSINESS**

#### **Consideration of Resolution 2019-20, Setting a Landowners' Election**

Ms. Gaarlandt specified that this being the District's second landowner's meeting, it is required to be held on the second Tuesday of November which would be November 5, 2019 but there is no need for a quorum, only the proxy holders need to be present.

On MOTION by Ms. Schwenk, seconded by Ms. Rhinehart, with all in favor, the Board approved Resolution 2019-20, Setting a Landowners' Election on November 5, 2019 at 10:00 a.m. at the Offices of Cassidy Homes, 346 East Central Avenue, Winter Haven, Florida 33880.

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

#### **Public Hearing on the Adoption of the District's Fiscal Year 2019-2020 Budget**

- a) **Public Comments and Testimony**
- b) **Board Comments**
- c) **Consideration of Resolution 2019-21, Adopting a Fiscal Year 2019-2020 Budget and Appropriating Funds.**

Ms. Gaarlandt noted that the District has two public hearings scheduled for today have been noticed per statutory requirements and the budget has been provided to the City or County with the 60 days noticing requirements. She requested a motion to open the public hearing.

On MOTION by Mr. Rhinehart, seconded by Mr. Heath, with all in favor, the Board opened the Public Hearing.

There were no members of the public present. Ms. Gaarlandt requested a motion to close the public hearing.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Board closed the Public Hearing.

Ms. Gaarlandt presented the Fiscal Year 2019-2020 Budget to the Board. There are no changes to the budget since the proposed budget was approved. There were no questions and she requested a motion to approve Resolution 2019-21.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Board approved Resolution 2019-21, Adopting a Fiscal Year 2019-2020 Budget and Appropriating Funds.

#### **EIGHTH ORDER OF BUSINESS**

#### **Public Hearing on the Imposition of Special Assessments to Fund the District's Fiscal Year 2019-2020 Budget**

- d) Public Comments and Testimony**
- e) Board Comments**
- f) Consideration of Resolution 2019-22, Adopting an Assessment roll for Fiscal Year 2019-2020 and Certifying Special Assessments for Collection**

Ms. Gaarlandt requested a motion to open the public hearing.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, the Board opened the Public Hearing.

There were no members of the public present. Ms. Gaarlandt requested a motion to close the public hearing.

On MOTION by Mr. Rhinehart, seconded by Mr. Heath, with all in favor, the Board closed the Public Hearing.

Ms. Gaarlandt noted that there have been no changes to the assessments discussed by the Board at the previous meeting. The assessment roll is attached.

On MOTION by Mr. Heath, seconded by Mr. Marone, with all in favor, the Board approved Resolution 2019-22, Adopting an Assessment roll for Fiscal Year 2019-2020 and Certifying Special Assessments for Collection.

#### **NINTH ORDER OF BUSINESS**

#### **Consideration of Fiscal Year 2018 Audited Financial Report**

Ms. Gaarlandt presented the Fiscal Year 2018 Audited Financial Report to the Board.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Board accepted the Fiscal Year 2018 Audited Financial Report to the Board.

#### **TENTH ORDER OF BUSINESS**

#### **Consideration of Proposals for the Installation of Security Cameras - Tabled**

#### **ELEVENTH ORDER OF BUSINESS**

#### **Consideration of Proposals for the Installation of Fan(s) in the Electrical Room - Tabled**

#### **TWELFTH ORDER OF BUSINESS**

#### **Ratification of Payment Authorization Numbers 77 – 80**

The Board reviewed Payment Authorization Numbers 77 - 80.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Board ratified Payment Authorization Numbers 77 – 80.

**THIRTEENTH ORDER OF BUSINESS****Review of Monthly Financials**

The Board reviewed the District's monthly financials. There was no action required by the Board.

**FOURTEENTH ORDER OF BUSINESS****Staff Reports**

**District Counsel –** No Report

**District Engineer –** Not Present

**District Manager –** Ms. Patil stated that the slope is getting cut today. The vendor was having staffing issues. She will look for a backup vendor that is more reliable.

Ms. Patil mentioned that residents are requesting shade or sunsails on the pool deck and will bring proposals to the next meeting.

Ms. Patil brought up the issue with the wastewater treatment facility that abuts the pathway between the two subdivisions. She suggested planting fragrant flowers like jasmine. Mr. Heath asked District staff to contact the City Manager of Davenport and tell them there have been complaints from the neighborhood about the smell in the neighborhood and walkway, they are supposed to apply a spray or something to cover the smell.

CAS will submit a proposal for landscaping along the pathway. She will send a proposal to maintain mowing of the pathway too. Ms. Gaarlandt will put it on the agenda for the next meeting.

Ms. Patil discussed putting three dog stations along the pathway. Mr. Heath asked the cost. Ms. Patil replied that it is about \$350.00 per station.

A discussion took place about maintaining and mowing the pathway. Ms. Gaarlandt suggested planting jasmine. Ms. Schwenk will submit a proposal including planting jasmine.

Mr. Heath agreed to direct staff to purchase the three dog stations for the pathway. CAS will maintain the dog stations. The vendor can also bring back proposals with different options for the Board to consider at the next meeting.

**FIFTEENTH ORDER OF BUSINESS****Supervisor Requests and Audience Comments**

There were no Supervisor requests or audience comments.

**SIXTEENTH ORDER OF BUSINESS****Adjournment**

There were no other questions or comments. Ms. Gaarlandt requested a motion to adjourn.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the July 24, 2019 Board of Supervisors' meeting for the Holly Hill Road East Community Development District was adjourned.

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Secretary / Assistant Secretary

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Chairman / Vice Chairman



# **Holly Hill Road East Community Development District**

## **Memorandum of Updated Provisions of the District's Rule of Procedure**

# Hopping Green & Sams

Attorneys and Counselors

## MEMORANDUM

TO: Holly Hill Road East Community Development District  
Board of Supervisors

FROM: Roy Van Wyk

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

DATE: August 21, 2019

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Please find attached to this memorandum an updated version of the Holly Hill Road East 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 [royv@hgslaw.com](mailto:royv@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).

**AMENDED AND RESTATED  
RULES OF PROCEDURE  
HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT**

**EFFECTIVE AS OF \_\_\_\_\_, 20\_\_\_\_**

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**Rule 1.0      General.**

- (1) The Holly Hill Road East 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), 190.010(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 the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
  - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
  - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
  - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
  - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) 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 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, 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 (407) 723-5900. 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 an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. 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 attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to

litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article I 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: §§ 190.010(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.
- (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 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 two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
  - (c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.

- (d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.
- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
  - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
  - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds

that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) “Invitation to Bid” is a written 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 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 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. 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 3.01 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 auditor selection committee appointed by the Board as described in section (2) of this Rule.

(2) Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

(3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

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

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

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

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

- (4) **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 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. 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 3.01 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), 190.010(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 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 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 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 proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (3) 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 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)(1) of the Florida Statutes;
  - b. Hold all required applicable federal licenses in good standing, if any;
  - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
  - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may

be considered ineligible by the District to submit a bid, response, or proposal for a District project.

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

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, 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. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
  9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
  10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) 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), 190.010(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 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) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct

purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) 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: §§ 190.010(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 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 proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) 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 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: §§ 109.0701, 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:** §§ 109.0701, 190.011(3), 190.033, Fla. Stat.

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

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

(1)      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.
- (c)      If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3,

3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (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 \_\_\_\_\_, 2019, 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.



**Holly Hill Road East  
Community Development District**

**Resolution 2019-23**

**RESOLUTION 2019-23**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HOLLY HILL ROAD EAST 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**, Holly Hill Road East 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 the City of Davenport, Florida; and

**WHEREAS**, the Board of Supervisors of the District (the "Board") is authorized by Section 190.014(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 HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** A Public Hearing will be held to adopt the District's Amended and Restated Rules of Procedure on \_\_\_\_\_, 2019, at e e e .m., at \_\_\_\_\_.

**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 21<sup>st</sup> day of August, 2019.

**ATTEST:**

**HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors



# **Holly Hill Road East Community Development District**

## **Proposals for the Installation of Security Cameras**

Sonali Patil

**From:** Dexter Glasgow  
**Sent:** Monday, April 22, 2019 4:18 PM  
**To:** Sonali Patil; Jane Gaarlandt  
**Subject:** ADT Security Proposal for Davenport Rd

Please note my new email address and phone number, effective March 7, 2019

Dexter Glasgow  
Field Specialist

PfM Group Consulting LLC  
glasgowd@pfm.com | Main Line 407.723.5900 | Cell 407.212.2313 | Fax 407.723.5901 | Web pfm.com | 12054  
Corporate Blvd Orlando, FL 32817

**From:** ADT Security Services [mailto:ADT@business.adt.com]  
**Sent:** Monday, April 22, 2019 12:36 PM  
**To:** Dexter Glasgow <glasgowd@pfm.com>  
**Subject:** Your ADT Security Proposal Confirmation

**EXTERNAL EMAIL:** Use care with links and attachments.

Your quote proposal is here.



Contact Your Security Specialist  
Call: 8132991821

# SAFETY AND SECURITY IS A STEP CLOSER

Dear Dexter Glasgow,

Thank you for choosing ADT® Security Services. Below is your quote proposal. If you have any additional questions, please do not hesitate to reach out to me. Otherwise, I look forward to setting up your installation.

Sincerely,

Joseph Campisi  
[icampisi@adt.com](mailto:icampisi@adt.com)  
8132991821  
ADT Security Services

Request for:

Additional Contact:

HOLLY HILL CDD

**Service Address:**

5111 Citrus Isle Blvd  
Davenport, FL 33837

**Your Local ADT Manager:**

Zeyad Hamad  
[zhamad@adt.com](mailto:zhamad@adt.com)  
727-243-2332

**Proposal ID:**

106828918

**Proposal Expires:** 5/22/2019

| Video  | Qty | Install           | Monthly         |
|--|-----|-------------------|-----------------|
| [DS-7608NI-E2/8P-4TB] - NVR, 8-Channel, H264, up to 6MP w/4TB Package:   | 1   | \$700.00          | \$37.92         |
| <b>Accessories:</b>  |     |                   |                 |
| [DS-2CD2722FWD-IZS] - Outdoor Dome, 2MP/1080p, H264, 2.8-12mm            | 8   | \$2,632.00        | \$164.64        |
| <b>Solution Subtotal:</b>  |     | <b>\$3,332.00</b> | <b>\$202.56</b> |
| <b>Additional Fees:</b>  |     |                   |                 |
| [EPERMIT] - Municipal Electrical / Decal Permit                          | 1   | \$55.00           | \$0.00          |
| [APERMIT] - Municipal Police/ Alarm Use Permit - Customer Responsibility |     | \$0.00            | \$0.00          |
| [ADMINFEE] - Admin Fee   | 1   | \$15.00           | \$0.00          |
| <b>Fees Subtotal:</b>  |     | <b>\$70.00</b>    | <b>\$0.00</b>   |

**Promotional Discounts:**

|   |   |        |          |
|---|---|--------|----------|
| 25% off Monthly Fee for Onsite<br>Video Cameras & Recorders<br>(Requires Purchase of 4 Cameras) | 1 | \$0.00 | \$-50.64 |
|---|---|--------|----------|

|                            |               |                 |
|----------------------------|---------------|-----------------|
| <b>Discounts Subtotal:</b> | <b>\$0.00</b> | <b>\$-50.64</b> |
|----------------------------|---------------|-----------------|

**Permits:**

**Reinstatement Charges**

|                 |        |
|-----------------|--------|
| Past Due Amount | \$0.00 |
|-----------------|--------|

|               |        |
|---------------|--------|
| Pre payAmount | \$0.00 |
|---------------|--------|

**Taxes:**

|               |          |
|---------------|----------|
| Install Taxes | \$234.29 |
|---------------|----------|

|                         |        |
|-------------------------|--------|
| Monthly Service Charges | \$0.00 |
|-------------------------|--------|

|                                   |                   |
|-----------------------------------|-------------------|
| <b>TOTAL INSTALLATION PRICE*:</b> | <b>\$3,636.29</b> |
|-----------------------------------|-------------------|

|                                      |                 |
|--------------------------------------|-----------------|
| <b>TOTAL MONTHLY SERVICE CHARGE:</b> | <b>\$162.56</b> |
|--------------------------------------|-----------------|

|                       |               |                 |
|-----------------------|---------------|-----------------|
| <b>TOTAL SAVINGS:</b> | <b>\$0.00</b> | <b>\$-50.64</b> |
|-----------------------|---------------|-----------------|

|                             |                   |
|-----------------------------|-------------------|
| <b>Minimum Deposit Due:</b> | <b>\$1,818.14</b> |
|-----------------------------|-------------------|

|                                     |                   |
|-------------------------------------|-------------------|
| <b>Balance Due at Installation:</b> | <b>\$1,818.15</b> |
|-------------------------------------|-------------------|

Again, if you have additional questions, please do not hesitate to reach out to me. Otherwise, our next step will be setting up your installation. Please review your proposal and call to have your installation scheduled.

Sincerely,  
Joseph Campisi, ADT Security Service  
[jcampisi@adt.com](mailto:jcampisi@adt.com)  
8132991821



**ADT Security Services. Providing rapid response and peace of mind, 24 hours a day.®**

\*36 month monitoring contract required. Total installation charge based on equipment system configuration contained in this Quote Proposal. This is a quote only and is not a binding contract between you and ADT. You will be required to sign a small business contract prior to installation. Refer to ADT.com/legal for Small Business Terms and Conditions and Contract Information.

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## Sonali Patil

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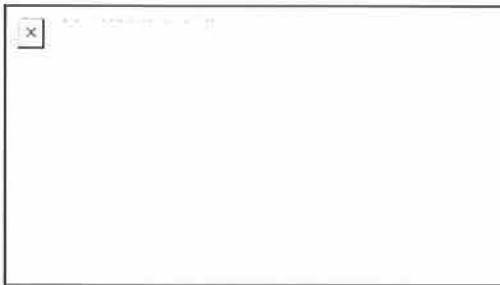
**From:** Michael Allbee <michael.allbee@swsprotection.com>  
**Sent:** Friday, August 2, 2019 12:53 PM  
**To:** Sonali Patil; Dexter Glasgow  
**Cc:** Jane Gaarlandt  
**Subject:** Re: Cameras and vent fans

EXTERNAL EMAIL: Use care with links and attachments.

Sonali,

Here is what I suggested:

Here's what I would suggest. Instead of doing an ac enclosure or a mini-split, I'm thinking a portable A/C like this should do the job: <https://www.homedepot.com/p/LG-Electronics-14-000-BTU-8-000-BTU-DOE-Portable-Air-Conditioner-115-Volt-w-Dehumidifier-Function-and-LCD-Remote-in-Graphite-LP1417GSR/300422886>. We would just cut the ceiling to exhaust into the attic space and then pipe out the condensate drain - something your maintenance team should be able to handle - if not, I'll get my guys to do it for \$150.00



LG Electronics 14,000 BTU (8,000 BTU,DOE) Portable Air Conditioner, 115-Volt w/ Dehumidifier Function and LCD Remote in Graphite-LP1417GSR

[www.homedepot.com](https://www.homedepot.com)

The LG Electronics 14,000 BTU Portable Air Conditioner with LCD remote features a dehumidification mode that removes up to 3.1 pt. of moisture from the air per hour. Equipped with casters that allow for

As for cameras, a complete 8 camera turn key solution would be \$4,580. This would include retrofitting wire to support a total of 8 cameras with full remote zoom and focus, 16 channel NVR, POE switch and shelf. I would recommend the 16 port to have a few spares in case we need to add additional cameras or we have a port go down etc. Much more cost effective this way for future add-ons.



Digi Home Solutions, LLC

4564 Powderhorn PL DR

Clermont, FL 34711 US

407-271-7426

Info@digihomesolutions.net

www.InstallMyElectronics.co

m

## Estimate 1041



| ADDRESS             | SHIP TO             | DATE       | TOTAL       | EXPIRATION DATE |
|---------------------|---------------------|------------|-------------|-----------------|
| Sonali Patil        | Sonali Patil        | 08/18/2019 | \$10,258.60 | 09/03/2019      |
| Citrus Pointe       | Citrus Pointe       |            |             |                 |
| 127 Bergamot Loop   | 127 Bergamot Loop   |            |             |                 |
| Davenport, Fl 33837 | Davenport, Fl 33837 |            |             |                 |

| ACTIVITY   | QTY | RATE   | AMOUNT    |
|--|-----|--------|-----------|
| LTS Platinum Professional Level 8 Channel NVR Platinum Professional Level 8 Channel NVR, 8 PoE Ports, 1U, SATA up to 6TB, LTN8708Q-P8 8TB HD included. | 1   | 650.00 | 650.00T   |
| Acegear IP 4MP 2.8~12mm Motorized Acegear IP 4MP 2.8~12mm Motorized H.265+ EXIR 100ft 48vPoE 12VDC UL Listed. (C11488H265ML)                           | 2   | 219.00 | 438.00T   |
| Acegear 4MP IP 2.8mm Night Fight Turret Acegear IP 4MP 2.8mm H.265 Night Fight EXIR 100ft 48vPoE 12VDC UL Listed. (C11408WDFWH)                        | 6   | 199.00 | 1,194.00T |

| ACTIVITY  | QTY      | RATE            | AMOUNT           |
|---|----------|-----------------|------------------|
| <b>NavePoint 6U Wall Rack</b>   | <b>1</b> | <b>99.00</b>    | <b>99.00T</b>    |
| NavePoint 6U Wall Mount Open Frame 19" Server Equipment Rack Threaded 15 inch depth Black. Supports standard 19" rack mount equipment. 13.75"H x 20"W x 16"D. 110 pound weight capacity |          |                 |                  |
| <b>Camera Pole</b>  | <b>1</b> | <b>1,599.00</b> | <b>1,599.00T</b> |
| Camera Pole for mounting cameras for remote viewing. Hurricane proof. Aluminum direct burial 5". 8FT Pole.  |          |                 |                  |
| <b>Custom Amount Labor</b>  | <b>1</b> | <b>6,000.00</b> | <b>6,000.00</b>  |

This estimate is for 8 cameras at the community recreation area.

SUBTOTAL9,980.00

TAX278.60

1 camera on the front of building for entry and parking lot.

TOTAL\$10,258.60

THANK YOU.

1 camera in Hallway as you enter through gate.

2 adjustable cameras for Pool area.

1 camera for Pool patio

3 cameras on pole for Playground area. 8FT Pole would be placed by gate ,behind shrubs next to irrigation equipment.

Needs internet access for remote viewing.

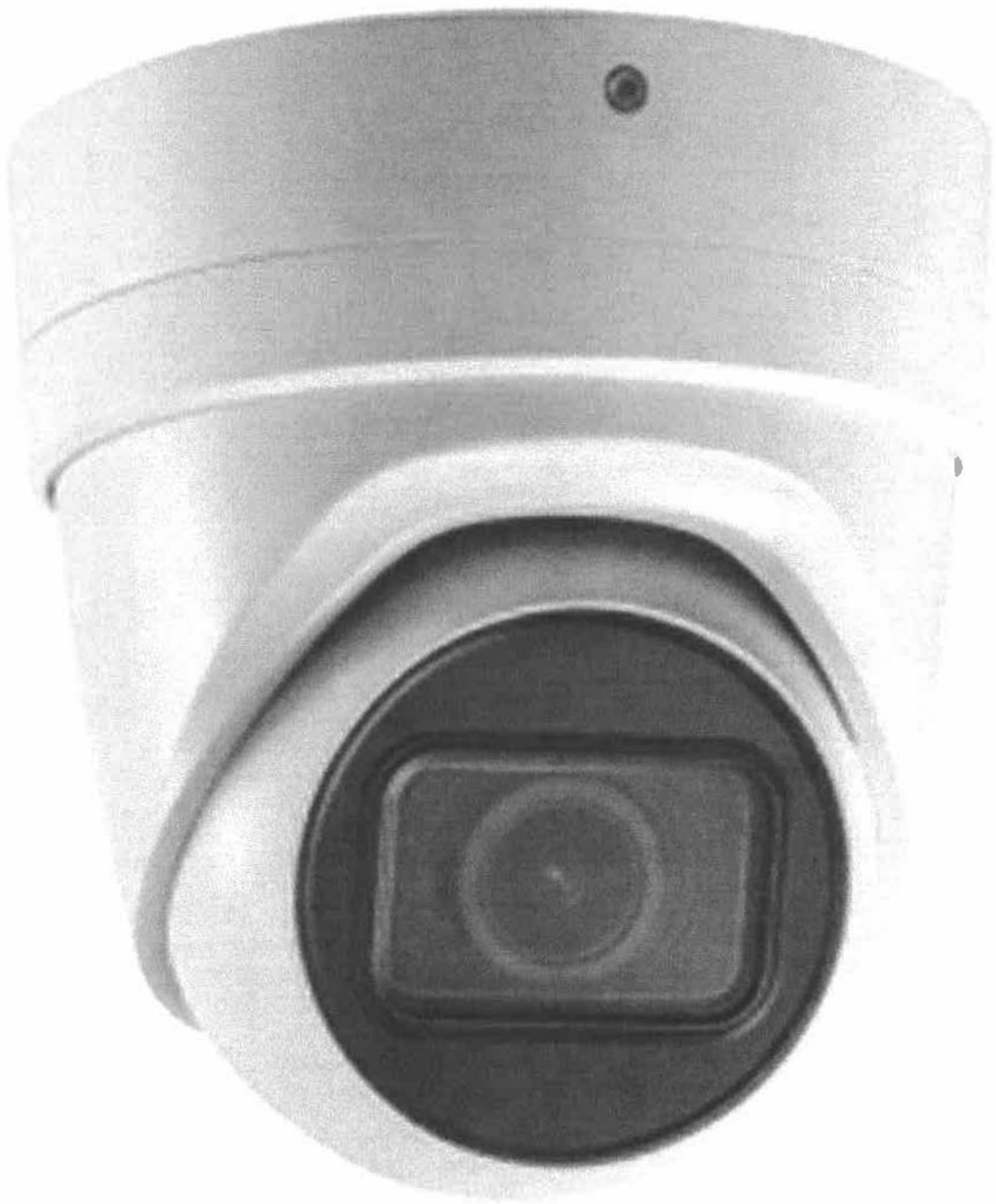
Accepted By

Accepted Date



**NIGHTFIGHTERIP**

Night Vision in Color.





**Holly Hill Road East  
Community Development District**

**Proposals for the Installation of Fan in the  
Electrical Room**

## Sonali Patil

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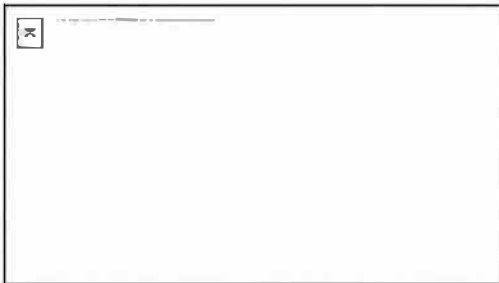
**From:** Michael Allbee <michael.allbee@swsprotection.com>  
**Sent:** Friday, August 2, 2019 12:53 PM  
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LG Electronics 14,000 BTU (8,000 BTU,DOE) Portable Air Conditioner, 115-Volt w/ Dehumidifier Function and LCD Remote in Graphite-LP1417GSR

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[Home](#) / [Heating, Venting & Cooling](#) / [Air Conditioners](#) / [Portable Air Conditioners](#)

Internet #300422886    Model # LP1417GSR    Store SKU #1002219200    Store SO SKU #1002182747



[Save to Favorites](#)

## LG Electronics

14,000 BTU (8,000 BTU,DOE) Portable Air Conditioner, 115-Volt w/ Dehumidifier Function and LCD Remote in Graphite

★★★★☆ (590)    [Write a Review](#)

**\$589<sup>00</sup>**

Get up to \$10 in Rebates for 19103 ()

OR

**\$99<sup>00</sup>** per month\* suggested payments with  
6 months\* financing on this \$589.00 purchase\*.

[Apply for a Home Depot Consumer Card](#)

### ☐ LET'S PROTECT THIS.

Add a 3-year Home Depot Protection Plan for **\$100.00**  
[Learn More](#)





**Holly Hill Road East  
Community Development District**

**Proposals for Shade Structures on the Pool Deck**



Pro Playgrounds  
8490 Cabin Hill Road  
Tallahassee, FL 32311

## Quote

| Project Name                       |
|------------------------------------|
| Davenport CDD - Shades for pool... |



| Date      | Estimate # |
|-----------|------------|
| 8/12/2019 | 6720       |



WE WILL BEAT ANY PRICE BY 5%!

| Customer / Bill To  |
|---|
| Attn: Jane Gaarlandt<br>PMF Group Consulting LLC.<br>12051 Corporate Blvd<br>Orlando FL 32817 |

| Ship To   |
|---|
| Davenport Road CDD<br>940 Orchid Grove Blvd<br>Davenport FL 33837 |

| Item     | Description   | Qty | Cost     | Total:   |
|----------|---|-----|----------|----------|
|          | Furnish labor & materials to complete the following:<br>1. Provide engineered sealed drawings & permit for custom sail shade<br>2. Installation of two custom triangle sail shades - 26x26x30 |     |          |          |
| CSSD     | ***CUSTOM SAIL SHADE PRODUCTS***<br>COLUMNS FOR CUSTOM SAIL SHADE:<br>(3) COLUMNS: 10" SCH 40<br>- 2 @ 8' HT + 6" RECESS TO BASE PLATE.<br>- 1 @ 11' HT + 6" RECESS TO BASE PLATE.            | 2   | 4,072.00 | 8,144.00 |
| CSSD     | CANOPY FOR CUSTOM SAIL SHADE:<br>(1) TRIANGULAR CANOPY TO FIT AN OPENING APPROXIMATELY 26' X 26' X 30' WITH QUICK TENSION AND RELEASE MECHANISMS, CABLES, & CLAMPS.                           | 2   | 1,750.00 | 3,500.00 |
| ENGDRAW  | Engineered Drawings for Permitting - Shade Structure Seals  | 1   | 690.00   | 690.00   |
| Shipping | Combined Shipping and Freight Charges   | 1   | 1,207.68 | 1,207.68 |
|          | ***RAW MATERIALS***   |     |          |          |
| RMC      | Ready Mix Concrete 2500 PSI MIN   | 8   | 170.00   | 1,360.00 |
| RBAR5    | No. 5 Rebar   | 240 | 1.75     | 420.00   |
| FBLOCK   | Footer Blocks   | 24  | 2.00     | 48.00    |

### AGREED AND ACCEPTED:

If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

Signature

Name / Title

Date

Subtotal:

Sales Tax: (7.5%)

Total:

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect or damage at time of delivery and inventory parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs in relationship to any cancelled or missed delivery appointment. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness.

1-800-573-7529 | www.proplaygrounds.com



Pro Playgrounds  
8490 Cabin Hill Road  
Tallahassee, FL 32311

## Quote

|                                    |
|------------------------------------|
| <b>Project Name</b>                |
| Davenport CDD - Shades for pool... |



| Date      | Estimate # |
|-----------|------------|
| 8/12/2019 | 6720       |



|   |
|---|
| <b>Customer / Bill To</b>   |
| Attn: Jane Gaarlandt<br>PMF Group Consulting LLC.<br>12051 Corporate Blvd<br>Orlando FL 32817 |

|   |
|---|
| <b>Ship To</b>  |
| Davenport Road CDD<br>940 Orchid Grove Blvd<br>Davenport FL 33837 |

**WE WILL BEAT ANY PRICE BY 5%!**

| Item  | Description                            | Qty | Cost     | Total:   |
|---|--|-----|----------|----------|
| <b>***INSTALLATION, RENTALS &amp; PERMITTING***</b> |  |     |          |          |
| PERMIT  | Permitting Costs                       | 1   | 1,695.00 | 1,695.00 |
| CONPUMP   | Concrete Pumping Services, Basic, 4 Hr |     | 500.00   | 500.00   |
| CRN   | Crane and Operator                     | 1.5 | 1,050.00 | 1,575.00 |
| FLIFTDAY  | Fork Lift Weekly Rental                | 1   | 1,638.00 | 1,638.00 |
| MINEXDAY  | Mini Excavator Daily Rental            | 1   | 458.00   | 458.00   |
| DEL FEE   | Equipment Delivery & Pick Up Fees      | 1   | 300.00   | 300.00   |
| Dumpster Rental                                     | Dumpster Rental                        | 1   | 650.00   | 650.00   |
| LBRSS   | Labor and Installation of Sail Shades  | 1   | 8,491.32 | 8,491.32 |

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Name / Title

Date

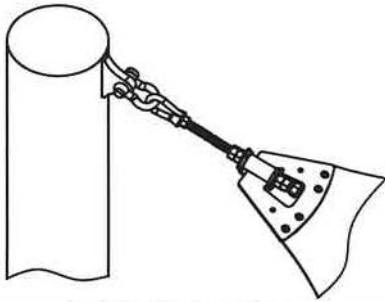
**Subtotal:** \$30,677.00

**Sales Tax: (7.5%)** \$0.00

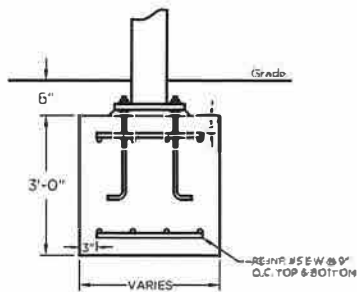
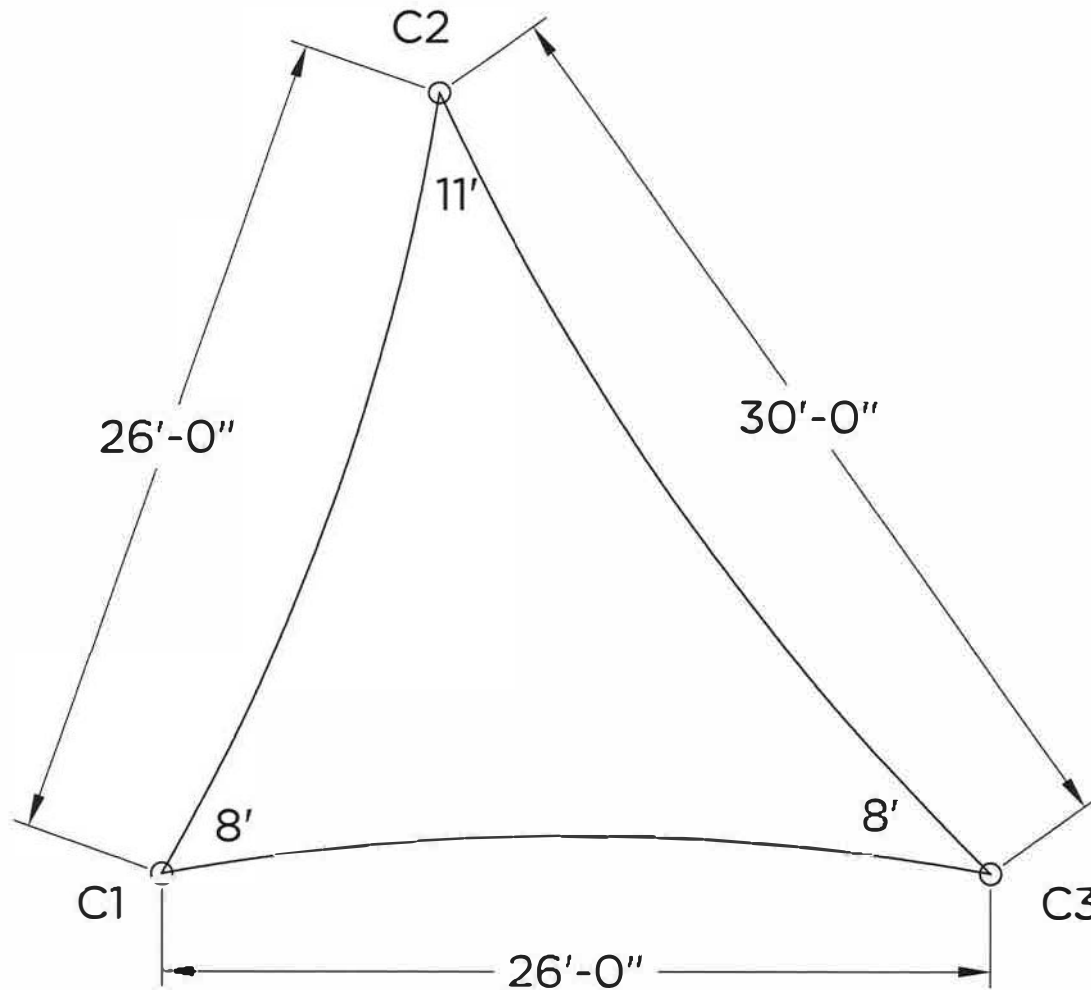
**Total:** \$30,677.00

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1-800-573-7529 | [www.proplaygrounds.com](http://www.proplaygrounds.com)



Fabric Connection



Footing Detail

| Column & Footing Schedule |             |                    |
|---------------------------|-------------|--------------------|
| Column ID                 | Column Size | Est. Footing Size  |
| C1                        | 8" Sch40    | 3.0' x 3.0' x 3.0' |
| C2                        | 8" Sch40    | 3.0' x 3.0' x 3.0' |
| C3                        | 8" Sch40    | 3.0' x 3.0' x 3.0' |

**SHADE**

PROJECT NAME  
PMF POOL SHADES

QUOTE  
QUO0186204

TITLE  
Proposal

DATE  
08/09/19

SCALE  
Not to Scale

DRAWN BY  
JSJ

SHEET  
1 of 1





## Traditional Shade Fabric Colors

All colors are fire retardant and pass the NFPA 701 and ASTM E84 tests.



Cream\*



Beige\*



Latte



Rivergum  
Green\*



Mint  
Green



Forest  
Green



Brunswick  
Green\*



Turquoise\*



True Blue



Sky Blue\*



Navy  
Blue



Purple



Sun Blaze



Cayenne\*



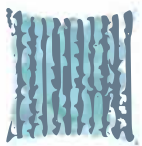
Cedar\*



Brown



Yellow\*



Pearl  
Only



Silver



Steel  
Gray\*



Midnight

# Powder Coat Colors



Yellow



Butterscotch



Orange



Red



Burgundy



Terracotta



Blue



Ocean  
Blue



Deep  
Periwinkle



Patina



Spring  
Green



Green



Electric  
Purple



Deep  
Green



Brown



Black



Starry  
Night



Iron Gray



Rubbed  
Bronze



Feather  
Gray



Iced  
Coffee



White





Pro Playgrounds  
8490 Cabin Hill Road  
Tallahassee, FL 32311

## Quote

|                                    |
|------------------------------------|
| <b>Project Name</b>                |
| Davenport CDD - Shades for pool... |



| Date      | Estimate # |
|-----------|------------|
| 8/12/2019 | 6720       |



|   |
|---|
| <b>Customer / Bill To</b>   |
| Attn: Jane Gaarlandt<br>PMF Group Consulting LLC.<br>12051 Corporate Blvd<br>Orlando FL 32817 |

|   |
|---|
| <b>Ship To</b>  |
| Davenport Road CDD<br>940 Orchid Grove Blvd<br>Davenport FL 33837 |

**WE WILL BEAT ANY PRICE BY 5%!**

| Item     | Description   | Qty | Cost     | Total:   |
|----------|---|-----|----------|----------|
|          | Furnish labor & materials to complete the following:<br>1. Provide engineered sealed drawings & permit for custom sail shade<br>2. Installation of two custom triangle sail shades - 26x26x30 |     |          |          |
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Signature

Name / Title

Date

**Subtotal:**

**Sales Tax: (7.5%)**

**Total:**

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1-800-573-7529 | [www.proplaygrounds.com](http://www.proplaygrounds.com)



Pro Playgrounds  
8490 Cabin Hill Road  
Tallahassee, FL 32311

## Quote

|                                    |
|------------------------------------|
| <b>Project Name</b>                |
| Davenport CDD - Shades for pool... |



| Date      | Estimate # |
|-----------|------------|
| 8/12/2019 | 6720       |



|   |
|---|
| <b>Customer / Bill To</b>   |
| Attn: Jane Gaarlandt<br>PMF Group Consulting LLC.<br>12051 Corporate Blvd<br>Orlando FL 32817 |

|   |
|---|
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| Item                                     | Description                            | Qty | Cost     | Total:   |
|--|--|-----|----------|----------|
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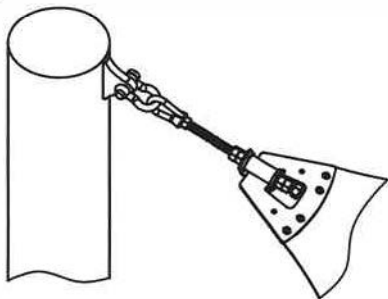
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**Sales Tax: (7.5%)** \$0.00

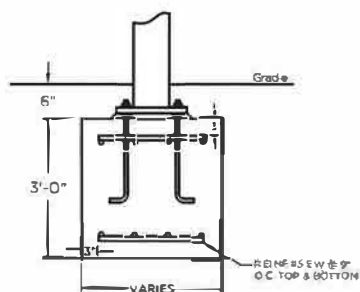
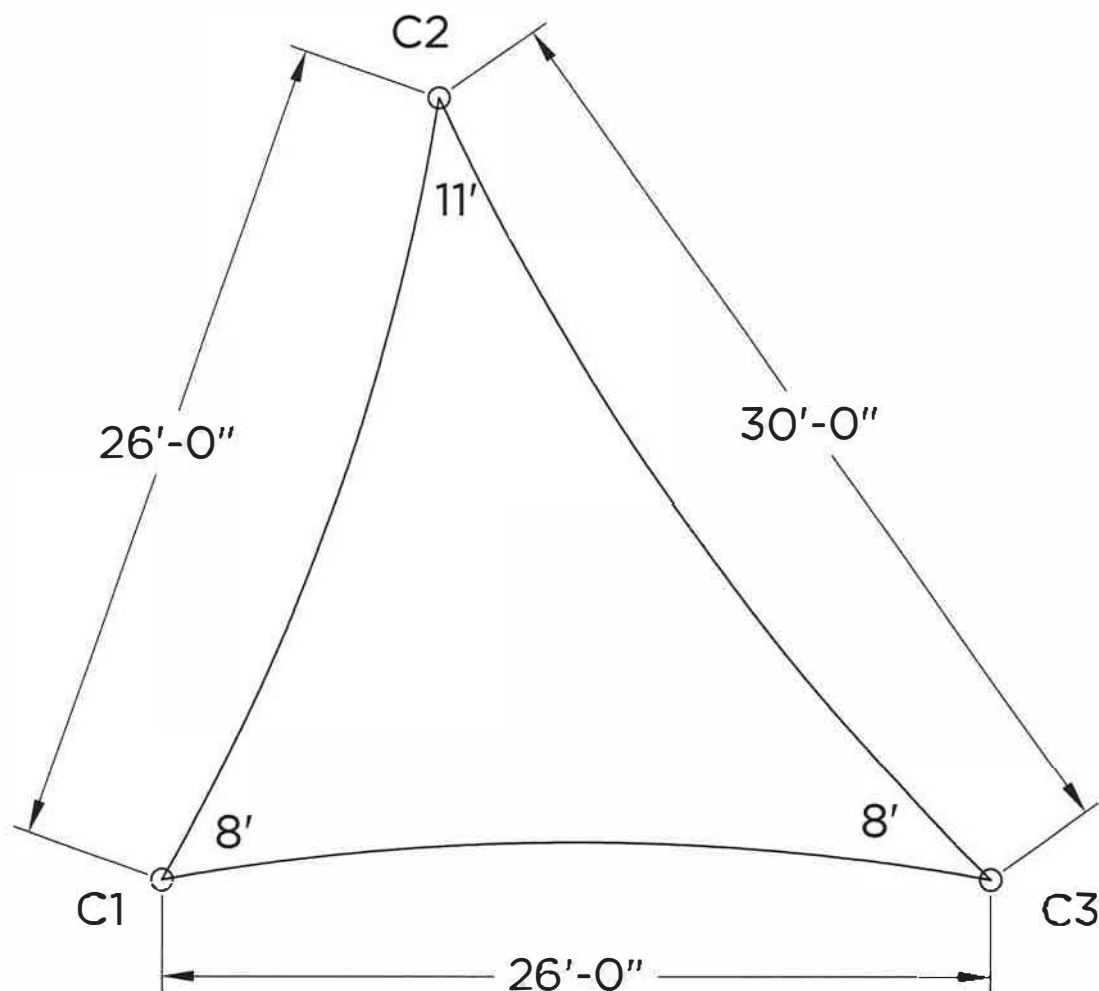
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Fabric Connection



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|---------------------------|-------------|--------------------|
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| C3                        | 8" Sch40    | 3.0' x 3.0' x 3.0' |

# SHADE

PROJECT NAME  
PMF POOL SHADES

QUOTE  
QU00186204

TITLE  
Proposal

DATE  
08/09/19

SCALE  
Not to Scale

DRAWN BY  
JSJ

SHEET  
1 of 1





## Traditional Shade Fabric Colors

All colors are fire retardant and pass the NFPA 701 and ASTM E84 tests.



Cream\*



Beige\*



Latte



Rivergum  
Green\*



Mint  
Green



Forest  
Green



Brunswick  
Green\*



Turquoise\*



True Blue



Sky Blue\*



Navy  
Blue



Purple



Sun Blaze



Cayenne\*



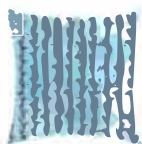
Cedar\*



Brown



Yellow\*



Pearl  
Only



Silver



Steel  
Gray\*



Midnight

# Powder Coat Colors



Yellow



Butterscotch



Orange



Red



Burgundy



Terracotta



Blue



Ocean  
Blue



Deep  
Periwinkle



Patina



Spring  
Green



Green



Electric  
Purple



Deep  
Green



Brown



Black



Starry  
Night



Iron Gray



Rubbed  
Bronze



Feather  
Gray



Iced  
Coffee



White



**Holly Hill Road East  
Community Development District**

**Proposals for Landscaping Maintenance along the  
Pathway**

*(provided under separate cover)*



**Holly Hill Road East  
Community Development District**

**Payment Authorization No. 81 – 84**

**HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization No. 081**

7/19/2019

| Item No. | Vendor   | Invoice Number       | General Fund                                     |
|----------|--|----------------------|--|
| 1        | <b>City of Davenport</b><br>Acct: 90571; Service 06/05/2019 - 07/04/2019<br>Acct: 95341; Service 06/05/2019 - 07/04/2019 | --<br>--             | \$ 85.80<br>\$ 33.22                             |
| 2        | <b>Complete Pool Care</b><br>August Pool Service   | 13148                | \$ 1,525.00                                      |
| 3        | <b>Fuqua Janitorial Services</b><br>July Clubhouse Cleaning  | 7830                 | \$ 1,190.00                                      |
| 4        | <b>Supervisor Fees - 06/19/2019 Meeting</b><br>Rennie Heath<br>Lauren Schwenk<br>Patrick Marone<br>Andrew Rhinehart      | --<br>--<br>--<br>-- | \$ 200.00<br>\$ 200.00<br>\$ 200.00<br>\$ 200.00 |

**TOTAL \$ 3,634.02**

  
\_\_\_\_\_  
Board Member

Please Return To:  
Holly Hill Road East CDD  
c/o Fishkind & Associates  
12051 Corporate Boulevard  
Orlando, FL 32817

**RECEIVED JUL 20 2019**



City Of Davenport  
1 South Allapaha Ave.  
Davenport, Fl. 33837

ADDRESS SERVICE REQUESTED

For Billing inquiries, please call:  
(863) 419-3300  
utilityservices@mydavenport.org  
Office Hours: Monday-Friday 8:00 - 5:00  
After Hours (863) 419-3306  
Superintendent: pgill@mydavenport.org

| ACCOUNT#  | LOCATION# | PAY ID    |
|-----------|-----------|-----------|
| 9057      | 25001     | 6ZLA      |
| BILL DATE | DUE DATE  | TOTAL DUE |
| 07/11/19  | 08/01/19  | 171.60    |

\*\*\*AUTO\*\*MIXED AADC 750 11 MAAD 113900A11-A-1  
2772 L MB 0.425



HHREAST  
346 E CENTRAL AVE  
WINTER HAVEN FL 33880-3046

HHRE COD - Attn: Amanda

*PA*

| ACCOUNT #     |              | SERVICE ADDRESS   |              | BILLING PERIOD        |         | BILL DATE               | DUE DATE | TOTAL DUE |
|---------------|--------------|-------------------|--------------|-----------------------|---------|-------------------------|----------|-----------|
| 9057          |              | 500 Holly Hill Rd |              | 06/05/19 to 07/04/19  |         | 07/11/19                | 08/01/19 | 171.60    |
| PREVIOUS DATE | CURRENT DATE | READ              | METER NUMBER | CONSUMPTION (100 gal) | YR. AGO | DESCRIPTION             |          | CHARGE    |
| 03/28/19      | 103536       | 03/28/19          | 103536       | 70285341              | 0       | PREVIOUS UNPAID CHARGES |          | 85.80     |
|               |              |                   |              |                       |         | HYDRANT                 |          | 78.00     |
|               |              |                   |              |                       |         | TAXES                   |          | 7.80      |
|               |              |                   |              |                       |         | CURRENT CHARGES         |          | 85.80     |
|               |              |                   |              |                       |         | TOTAL AMOUNT DUE        |          | \$ 171.60 |

SPECIAL MESSAGES

GARBAGE, BULK, YARD WASTE IS PICKED UP EVERY WEDNESDAY

COMMISSION MEETING ON THE 1st AND 3rd MONDAYS AT 7pm IN COMMISSION CHAMBERS--

FARMERS MARKET DATES: WED JULY 17th and FRI AUG 9th TIMES: 9AM-3PM  
BAY STREET CLASSIC CAR SHOW: AUGUST 31st TIMES: 9AM-3PM

\*\*\*NOTICE !!!\*\*\* ALL BILLS ARE DUE ON THE 1ST OF EACH MONTH AND CONSIDERED PAST DUE ON THE 10TH AND SUBJECT TO TERMINATION OF UTILITY SERVICES ANY DAY AFTER THE 10TH OF THE SAME MONTH. RECONNECT FEES ARE \$25.00

*emailed to CAA 7/17/19*

RECEIVED JUL 17 2019

Payment

Coupon

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT  
MAKE YOUR CHECKS PAYABLE TO: CITY OF DAVENPORT

| ACCOUNT # | LOCATION# | PAY ID    |
|-----------|-----------|-----------|
| 9057      | 25001     | 6ZLA      |
| BILL DATE | DUE DATE  | TOTAL DUE |
| 07/11/19  | 08/01/19  | 171.60    |

| AMOUNT ENCLOSED   |
|-------------------|
|                   |
| REMIT PAYMENT TO: |
|                   |

HHREAST  
346 E CENTRAL AVE  
WINTER HAVEN FL 33880-3046



CITY OF DAVENPORT  
1 SOUTH ALLAPAHA AVE  
DAVENPORT FL 33837-4161



**City Of Davenport**  
**1 South Allapaha Ave.**  
**Davenport, FL 33837**

# ADDRESS SERVICE REQUESTED

For Billing inquiries, please call:  
 (863) 419-3300  
 utilitieservices@mydavenport.org  
 Office Hours: Monday-Friday 8:00 - 5:00  
 After Hours (863) 419-3306  
 Superintendent: pgill@mydavenport.org

| ACCOUNT # | LOCATION# | PAY ID    |
|-----------|-----------|-----------|
| 9534      | 25004     | 7CUB      |
| BILL DATE | DUE DATE  | TOTAL DUE |
| 07/11/19  | 08/01/19  | 33.22     |

\*\*AUT0\*\*ALL FOR AADC 328 3D AADC 113900A11-A-1  
 2471 1 AB 0e407



HOLLY HILL ROAD EAST CDD  
 12051 CORPORATE BLVD  
 ORLANDO FL 32817-1450

| ACCOUNT #     |      | SERVICE ADDRESS                |      | BILLING PERIOD       |                       | BILL DATE | DUE DATE                  | TOTAL DUE |
|---------------|------|--------------------------------|------|----------------------|-----------------------|-----------|---------------------------|-----------|
| 9534          |      | POOL METER / 127 Bergamot Loop |      | 06/05/19 to 07/04/19 |                       | 07/11/19  | 08/01/19                  | 33.22     |
| PREVIOUS DATE | READ | CURRENT DATE                   | READ | METER NUMBER         | CONSUMPTION (100 gal) | YR. AGO   | DESCRIPTION               | CHARGE    |
| 06/05/19      |      | 5 07/08/19                     | 44   | 1551206762           | 3900                  |           | WATER SERVICE INSIDE CITY | 11.33     |
| 06/05/19      |      | 5 07/08/19                     | 44   |                      | 3900                  |           | WASTEWATER SERVICE        | 20.76     |
|               |      |                                |      |                      |                       |           | TAXES                     | 1.13      |
|               |      |                                |      |                      |                       |           | CURRENT CHARGES           | 33.22     |
|               |      |                                |      |                      |                       |           | TOTAL AMOUNT DUE          | \$ 33.22  |

## SPECIAL MESSAGES

GARBAGE, BULK, YARD WASTE IS PICKED UP EVERY WEDNESDAY

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RECEIVED JUL 15 2019

## Payment Coupon

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT  
 MAKE YOUR CHECKS PAYABLE TO: CITY OF DAVENPORT

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|-----------|-----------|-----------|
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| 07/11/19  | 08/01/19  | 33.22     |

| AMOUNT ENCLOSED   |
|-------------------|
| E                 |
| REMIT PAYMENT TO: |
| E                 |

HOLLY HILL ROAD EAST CDD  
 12051 CORPORATE BLVD  
 ORLANDO FL 32817-1450



CITY OF DAVENPORT  
 1 SOUTH ALLAPAHA AVE  
 DAVENPORT FL 33837-4161

**Complete Pool Care**

PO Box 2196  
Winter Haven, FL 33883  
completepool05@aol.com  
863-287-5015

# Invoice

Date: 07/16/2019  
Invoice No.: 13148  
Due Date: 08/15/2019

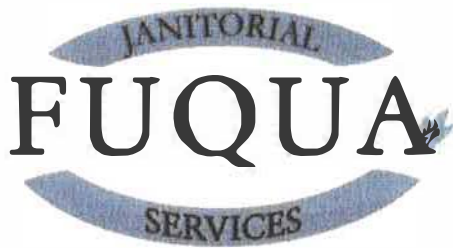
**Bill To:**  
Hollyhill RD CDD  
Citrus Pointe

| Qty                  | Item | Description                  | Unit Price | Total      |
|----------------------|------|------------------------------|------------|------------|
| 1                    |      | Pool Service for August 2019 | \$1,525.00 | \$1,525.00 |
| RECEIVED JUL 16 2019 |      |                              |            |            |

Total \$1,525.00  
Balance Due \$1,525.00

Please contact us for more information about payment options.

Thank you for your business.



Fuqua Janitorial Services  
5962 Murphy Road  
Bartow, FL 33830  
(863) 651-9348

## Invoice

**BILL TO**  
HOLLY HILL ROAD EAST CDD  
12051 CORPORATE BLVD.  
ORLANDO, FL 32817

**SHIP TO**  
HOLLY HILL ROAD EAST CDD  
500 HOLLY HILLS ROAD  
DAVENPORT, FL 33837

| INVOICE# | DATE       | TOTAL DUE  | DUE DATE   | TERMS  | ENCLOSED |
|----------|------------|------------|------------|--------|----------|
| 7830     | 07/16/2019 | \$1,190.00 | 08/15/2019 | Net 30 |          |

| QTY         | DESCRIPTION             | NET PRICE | EXT PRICE         |
|-------------|-------------------------|-----------|-------------------|
| 14          | JULY CLUBHOUSE CLEANING | 85.00     | 1,190.00          |
| BALANCE DUE |                         |           | <b>\$1,190.00</b> |

RECEIVED JUL 16 2019

Thank you for your business!

## Holly Hill Road East Community Development District

Date of Meeting: June 19, 2019

### Board Members:

|                     | Attendance | Fee          |
|---------------------|------------|--------------|
| 1. Rennie Heath     | <u>x</u>   | <u>\$200</u> |
| 2. Scott Shapiro    | <u></u>    | <u>\$0</u>   |
| 3. Lauren Schwenk   | <u>x</u>   | <u>\$200</u> |
| 4. Patrick Marone   | <u>x</u>   | <u>\$200</u> |
| 6. Andrew Rhinehart | <u>x</u>   | <u>\$200</u> |
|                     |            | <u>\$800</u> |

Approved For Payment:

  
Manager

7/17/19  
Date

RECEIVED JUL 17 2019

**HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization No. 082**

7/26/2019

| Item No. | Vendor   | Invoice Number                     | General Fund  |
|----------|--|------------------------------------|---|
| 1        | <b>Navitas</b><br>Playground Lease   | --                                 | \$ 1,642.78   |
| 2        | <b>PFM Group Consulting</b><br>DM Fee: July 2019<br>Website Fee: July 2019   | DM-07-2019-0030<br>DM-07-2019-0031 | \$ 1,666.67<br>\$ 125.00                                      |
| 3        | <b>Supervisor Fees - 07/24/2019 Meeting</b><br>Rennie Heath<br>Scott Shapiro<br>Lauren Schwenk<br>Patrick Marone<br>Andrew Rhinehart | --<br>--<br>--<br>--<br>--         | \$ 200.00<br>\$ 200.00<br>\$ 200.00<br>\$ 200.00<br>\$ 200.00 |
| 4        | <b>Wood &amp; Associates</b><br>Engineering Services Through 07/07/2019  | 293                                | \$ 312.50   |

**TOTAL \$ 4,746.95**

  
\_\_\_\_\_  
Board Member

Please Return To:  
Holly Hill Road East CDD  
c/o Fishkind & Associates  
12051 Corporate Boulevard  
Orlando, FL 32817

**RECEIVED JUL 27 2019**



**NAVITAS CREDIT CORP.**  
A UNITED COMMUNITY BANK COMPANY

201 EXECUTIVE CENTER DR., SUITE 100  
COLUMBIA, SC 29210

Return Service Requested

Invoice Date: 07/24/2019

HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT  
12051 CORPORATE BLVD  
ORLANDO FL 32817-1450

## Remittance Section

Contract Number: 40428476  
Due Date: 8/15/2019  
Amount Due: \$1,642.78

Amount Enclosed: \$

☐ Please check here if your address has changed.  
Provide new address on reverse side.

Use enclosed envelope and make check payable to:

NAVITAS CREDIT CORP.  
PO BOX 935204  
ATLANTA, GA 311935204



000404284762019072400001642789

Keep lower portion for your records - Please return upper portion with your payment.



**NAVITAS CREDIT CORP.**  
A UNITED COMMUNITY BANK COMPANY

Your Opinion Matters! Click below, let us know how we are doing.  
<https://engage.navitascredit.com/Satisfaction-Survey>

PH: 888-978-6353

**DUE DATE**  
8/15/2019

**CONTRACT NO.**  
40428476

**EQUIPMENT DESCRIPTION**  
PLAY GROUND

**CUSTOMER NAME**  
HOLLY HILL ROAD EAST COMMUNITY  
DEVELOPMENT DISTRICT

## Important Messages

### NAVITAS ADVANTAGE

#### Introducing the Navitas Customer Advantage Program

At Navitas, loyalty matters. As a valued customer, your company automatically qualifies for our Advantage Equipment Financing Program. Start enjoying unique services and preferred pricing designed to make financing with Navitas effortless.

- ➔ Automatic Pre-Approvals
- ➔ Payment Lock-in
- ➔ Lowest Payment Guarantee
- ➔ Bonus Working Capital
- ➔ Special Financing Programs
- ➔ Application Only Approvals
- ➔ Preferred Support
- ➔ Dealer Locator Service

**Command More Borrowing Power With Navitas**



To learn more about our Advantage Program email [dthomas@navitascredit.com](mailto:dthomas@navitascredit.com).

| CONTRACT NUMBER | DESCRIPTION      | DUE DATE   | PAYMENT AMOUNT | SALES/ USE TAX | LATE CHARGE | INSURANCE CHARGES | OTHER CHARGES | TOTAL AMOUNT |
|-----------------|------------------|------------|----------------|----------------|-------------|-------------------|---------------|--------------|
| 40428476-1      | Contract Payment | 08/15/2019 | \$1,642.78     |                |             |                   |               | \$1,642.78   |
| SUBTOTALS:      |                  |            | \$1,642.78     |                |             |                   |               | \$1,642.78   |

RECEIVED JUL 26 2019



**NAVITAS CREDIT CORP.**  
A UNITED COMMUNITY BANK COMPANY



| Date          | Invoice Number  |
|---------------|-----------------|
| July 22, 2019 | DM-07-2019-0030 |
| Payment Terms | Due Date        |
| Upon Receipt  | July 22, 2019   |

Bill To:  
Holly Hill Road East Community Development District  
c/o PFM Group Consulting District Accounting  
Department  
12051 Corporate Blvd  
Orlando, FL 32817  
United States of America

RECEIVED JUL 22 2019

Company Address:  
1735 Market Street  
43rd Floor  
Philadelphia, PA 19103  
+1 (215) 567-6100  
Federal Tax ID: 81-1642478

**Remittance Options:**

Via ACH (preferred):

PFM Group Consulting LLC  
Bank Name: M&T Bank  
ACH# (ACH): 031302955  
Account#: 8865883822

Via Wire:

Bank Name: M&T Bank  
ABA# (Wire): 022000046  
Account#: 8865883822

Via Mail:

PFM Group Consulting LLC  
PO Box 65126  
Baltimore, MD 21264-5126  
United States of America

RE: District Management Fee: July 2019

Total Amount Due

**\$1,666.67**



| Date          | Invoice Number  |
|---------------|-----------------|
| July 22, 2019 | DM-07-2019-0031 |
| Payment Terms | Due Date        |
| Upon Receipt  | July 22, 2019   |

Bill To:  
Holly Hill Road East Community Development District  
c/o PFM Group Consulting District Accounting  
Department  
12051 Corporate Blvd  
Orlando, FL 32817  
United States of America

RECEIVED JUL 22 2019

Company Address:  
1735 Market Street  
43rd Floor  
Philadelphia, PA 19103  
+1 (215) 567-6100  
  
Federal Tax ID: 81-1642478

**Remittance Options:**

Via ACH (preferred):

PFM Group Consulting LLC  
Bank Name: M&T Bank  
ACH# (ACH): 031302955  
Account #: 9865883822

Via Wire:

Bank Name: M&T Bank  
ABA# (Wire): 022000046  
Account #: 9865883822

Via Mail:

PFM Group Consulting LLC  
PO Box 65126  
Baltimore, MD 21264-5126  
United States of America

RE: Website Fee - July, 2019

**Total Amount Due**

**\$125.00**

## Holly Hill Road East Community Development District

Date of Meeting: July 24, 2019

| Board Members:      | Attendance   | Fee            |
|---------------------|--------------|----------------|
| 1. Rennie Heath     | <u>x</u>     | <u>\$200</u>   |
| 2. Scott Shapiro    | <u>x (p)</u> | <u>\$200</u>   |
| 3. Lauren Schwenk   | <u>x</u>     | <u>\$200</u>   |
| 4. Patrick Marone   | <u>x</u>     | <u>\$200</u>   |
| 6. Andrew Rhinehart | <u>x</u>     | <u>\$200</u>   |
|                     |              | <u>\$1,000</u> |

Approved For Payment:

  
Manager

7/26/19  
Date

RECEIVED JUL 26 2019



# Invoice

| Date      | Invoice # |
|-----------|-----------|
| 7/16/2019 | 293       |

1925 Bartow Road Suite 100  
Lakeland, FL 33801

| Bill To   |
|---|
| Rennie Heath<br>Holly Hill Road East CDD<br>346 East Central Avenue<br>Winter Haven, FL 33880 |

RK  
1702

RECEIVED JUL 23 2019

| Quantity                      | Description  | Rate         | Amount   |
|-------------------------------|--|--------------|----------|
| 0.5                           | Principal Engineer 5-10-19 Review and approve requisitions | 125.00       | 62.50    |
| 0.5                           | Principal Engineer 5-28-19 Review and approve requisitions | 125.00       | 62.50    |
| 0.5                           | Principal Engineer 5-31-19 Review and approve requisitions | 125.00       | 62.50    |
| 1                             | Principal Engineer 6-24-19 Review and approve requisitions | 125.00       | 125.00   |
| <i>emailed to CDA 7/23/19</i> |  | <b>Total</b> | \$312.50 |

Holly Hill Road East CDD  
Billing 4-29-19 thru 7-7-19

Please make checks payable to Wood & Associates Engineering, LLC.

**HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization No. 083**

8/2/2019

| Item No. | Vendor  | Invoice Number | General Fund |
|----------|---|----------------|--------------|
| 1        | <b>A&amp;R Contracting &amp; Cleaning</b>           |                |              |
|          | Fence Materials                                     | 2485           | \$ 590.21    |
|          | Fence Installation                                  | 2517           | \$ 530.00    |
| 2        | <b>Complete Pool Care</b>                           |                |              |
|          | July Pool Service                                   | 13134          | \$ 1,702.00  |
| 3        | <b>Deluxe for Business</b>                          |                |              |
|          | Check Order   | --             | \$ 168.26    |
| 4        | <b>Duke Energy</b>                                  |                |              |
|          | Acct: 31118 94380r; Service 06/27/2019 - 07/29/2019 | --             | \$ 384.93    |
|          | Acct: 66949 31127; Service 06/24/2019r- 07/24/2019  | --             | \$ 79.82     |
|          | Acct: 65321 85118r; Service 07/02/2019 - 08/01/2019 | --             | \$ 25.29     |
| 5        | <b>Egis Insurance &amp; Risk Advisors</b>           |                |              |
|          | Amenity Center, Pool, and Fencing Insurance         | 8586           | \$ 2,371.00  |
| 6        | <b>Hopping Green &amp; Sams</b>                     |                |              |
|          | General Counsel Through 06/30/2019                  | 108830         | \$ 1,942.19  |
| 7        | <b>PFM Group Consulting</b>                         |                |              |
|          | April Copies  | OE-EXP-0146    | \$ 55.65     |
|          | March Postage                                       | OE-EXP-0147    | \$ 3.50      |
|          | April Postage                                       | OE-EXP-0148    | \$ 7.50      |
|          | May Postage   | OE-EXP-0149    | \$ 7.00      |
|          | March FedEx   | OE-EXP-0150    | \$ 11.72     |
|          | April FedEx   | OE-EXP-0151    | \$ 66.90     |
|          | May FedEx   | OE-EXP-0152    | \$ 20.92     |

**TOTAL \$ 7,956.89**

  
\_\_\_\_\_  
Board Member

Please Return To:  
Holly Hill Road East CDD  
c/o Fishkind & Associates  
12051 Corporate Boulevard  
Orlando, FL 32817

**RECEIVED AUG 03 2019**



## A & R Contracting & Cleaning, LLC



A & R Contracting & Cleaning, LLC  
2061 9th Lane Ne  
Winter Haven, FL 33881  
(863) 582-6202  
alvarezandramirez@gmail.com

## Invoice

### BILL TO

holly hill ccd citrus isle  
12051 Corporate Blvd. | Orlando, FL  
32817

RECEIVED JUL 31 2019

| INVOICE # | DATE       | TOTAL DUE | DUE DATE   | TERMS | ENCLOSED |
|-----------|------------|-----------|------------|-------|----------|
| 2485      | 07/24/2019 | \$590.21  | 08/23/2019 | Net30 |          |

| ACTIVITY  | QTY | RATE   | AMOUNT |
|---|-----|--------|--------|
| <b>Material</b><br>15 Bags of concrete, 24 pickets, 4 post, 5 bottom rails and 2 top rails. | 1   | 590.21 | 590.21 |

BALANCE DUE **\$590.21**



## A & R Contracting & Cleaning, LLC

A & R Contracting & Cleaning, LLC  
2061 9th Lane NE  
Winter Haven, FL 33881  
863-582-6202  
alvarezandramirez@gmail.com

## Invoice

### BILL TO

PFM Group Consulting LLC  
Holly Hill CDD  
12051 Corporate Blvd Orlando, FL  
32817

RECEIVED AUG 01 2019

| INVOICE # | DATE       | TOTAL DUE | DUE DATE   | TERMS  | ENCLOSED |
|-----------|------------|-----------|------------|--------|----------|
| 2517      | 08/01/2019 | \$530.00  | 08/09/2019 | Net 30 |          |

| ACTIVITY  | QTY | RATE   | AMOUNT          |
|---|-----|--------|-----------------|
| <b>Labor</b><br>installed 4 fence panel that were down and replaced the broken post | 1   | 410.00 | 410.00          |
| <b>Labor</b><br>reinstalled the fallen fence pickets behind citrus isle             | 1   | 120.00 | 120.00          |
| BALANCE DUE   |     |        | <b>\$530.00</b> |

**Complete Pool Care**  
PO Box 2196  
Winter Haven, FL 33883  
completepool05@aol.com  
863-287-5015

# Invoice

Date: 07/02/2019  
Invoice No.: 13134  
Due Date: 08/01/2019

**Bill To:**  
Hollyhill RD CDD  
Citrus Point

RECEIVED JUL 30 2019

[illegible]

|                    |                   |
|--------------------|-------------------|
| Total              | \$1,702.00        |
| <b>Balance Due</b> | <b>\$1,702.00</b> |

**Please contact us for more information about payment options.**

**Thank you for your business.**

7/31/2019

Deluxe for Business | Order Confirmation



Holly Hill

Shipping Details

Shipping Address

Amanda Lane  
12051 CORPORATE  
BLVD.  
ORLANDO, FL 32817  
USA (407) 723-5900

Shipping Method

Standard Shipping  
Arrives in 7-10 business  
days

Payment Summary

Direct Debit Billing

Amount:

\$168.26

Order Details: Order #: 381024735

| Product Name                                | Quantity | Price    | Total    |
|---|----------|----------|----------|
| Laser Top Checks, Unlined<br>Item # 60LT104 | 200      | \$157.99 | \$157.99 |

Product Total: \$157.99

Sub Total: \$157.99

Free shipping & handling on Click orders \$19.47

Tax \$10.27

Order Total: \$168.26

Total Savings: \$19.47

RECEIVED JUL 31 2019

[illegible]





# STATEMENT OF ELECTRIC SERVICE

AUGUST 2019

ACCOUNT NUMBER

65321 85118

FOR CUSTOMER SERVICE OR  
PAYMENT LOCATIONS CALL:  
1-877-372-8477

WEB SITE: [www.duke-energy.com](http://www.duke-energy.com)

TO REPORT A POWER OUTAGE:  
1-800-228-8485

HOLLY HILL ROAD EAST CDD  
12051 CORPORATE BLVD  
RE: CITRUSPOINTE LIFTSTATION  
ORLANDO FL 32817

SERVICE ADDRESS  
256 BERGAMOT LOOP LIFT  
DAVENPORT FL 33837

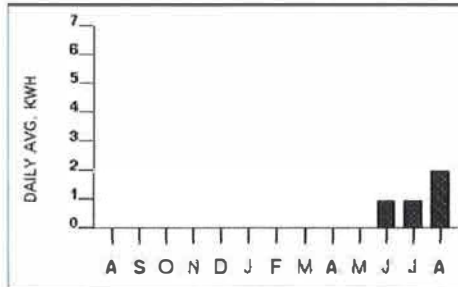
DUE DATE TOTAL AMOUNT DUE  
AUG 23 2019 25.29

NEXT READ DEPOSIT AMOUNT  
DATE ON OR ON ACCOUNT  
ABOUT  
AUG 29 2019 200.00

PIN: 568174431

## METER READINGS

|                     |           |
|---------------------|-----------|
| METER NO.           | 000196388 |
| PRESENT (ACTUAL)    | 000113    |
| PREVIOUS (ACTUAL)   | 000056    |
| DIFFERENCE          | 000057    |
| PRESENT ONPEAK      | 000017    |
| PREVIOUS ONPEAK     | 000008    |
| DIFFERENCE ONPEAK   | 000009    |
| TOTAL KWH           | 57        |
| ON PEAK KWH         | 9         |
| PRESENT KW (ACTUAL) | 0000.87   |
| PRESENT PEAK KW     | 0000.32   |
| BASE KW             | 1         |
| ON-PEAK KW          | 0         |
| LOAD FACTOR         | 7.9%      |



|                             |           |
|-----------------------------|-----------|
| <b>ENERGY USE</b>           |           |
| DAILY AVG. USE -            | 2 KWH/DAY |
| USE ONE YEAR AGO -          | 0 KWH/DAY |
| *DAILY AVG. ELECTRIC COST - | \$ .66    |

PAYMENTS RECEIVED AS OF JUL 18 2019

29.53 THANK YOU

GS-1 060 GENERAL SERVICE - NON DEMAND SEC  
BILLING PERIOD..07-02-19 TO 08-01-19 30 DAYS

|                             |                   |       |
|-----------------------------|-------------------|-------|
| CUSTOMER CHARGE             |                   | 12.78 |
| ENERGY CHARGE               | 57 KWH @ 8.07800¢ | 4.60  |
| FUEL CHARGE                 | 57 KWH @ 3.97400¢ | 2.27  |
| ASSET SECURITIZATION CHARGE | 57 KWH @ 0.23600¢ | 0.13  |

|                                   |       |
|-----------------------------------|-------|
| *TOTAL ELECTRIC COST              | 19.78 |
| GROSS RECEIPTS TAX                | .51   |
| MUNICIPAL FRANCHISE FEE           | 1.30  |
| MUNICIPAL UTILITY TAX             | 1.97  |
| STATE AND OTHER TAXES ON ELECTRIC | 1.73  |

TOTAL CURRENT BILL

25.29

TOTAL DUE THIS STATEMENT

\$25.29

Payment of this statement within 90 days from the billing date will avoid a 1% late charge being applied to this account.  
Duke Energy Florida utilized fuel in the following proportions to generate your power: Coal 14%, Purchased Power 13%, Gas 73%, Oil 0%, Nuclear 0% (For 12 months ending June 30, 2019).

RECEIVED AUG 01 2019

DETACH AND RETURN THIS SECTION

EB72 0017372

Make checks payable to: Duke Energy

ACCOUNT NUMBER 65321 85118

HOLLY HILL ROAD EAST CDD  
12051 CORPORATE BLVD  
RE: CITRUSPOINTE LIFTSTATION  
ORLANDO FL 32817 - 1450

P.O. BOX 1004  
CHARLOTTE,  
NC 28201-1004

DUE DATE

AUG 23 2019

TOTAL DUE

25.29

PLEASE ENTER  
AMOUNT PAID

65321851182000000025296000000000000000000002529601000000000000



Holly Hill Road East Community Development District  
 c/o PFM Group Consulting, LLC  
 12051 Corporate Blvd.  
 Orlando, FL 32817

# INVOICE

|                         |   |
|-------------------------|---|
| <b>Customer</b>         | Holly Hill Road East Community Development District |
| <b>Acct #</b>           | 751   |
| <b>Date</b>             | 04/17/2019  |
| <b>Customer Service</b> | Charisse Bitner                                     |
| <b>Page</b>             | 1 of 1  |

| Payment Information    |              |
|------------------------|--------------|
| <b>Invoice Summary</b> | \$ 2,371.00  |
| <b>Payment Amount</b>  |              |
| <b>Payment for:</b>    | Invoice#8586 |
| 100118314              |              |

Thank You

Please detach and return with payment



Customer: Holly Hill Road East Community Development District

| Invoice | Effective  | Transaction   | Description   | Amount       |
|---------|------------|---------------|---|--------------|
| 8586    | 04/10/2019 | Policy change | Policy #100118314 10/01/2018-10/01/2019<br>Florida Insurance Alliance<br>Package - Add Amenity Ctr, Pool & Fencing<br>Due Date: 5/17/2019 | 2,371.00     |
|         |            |               |   | <b>Total</b> |
|         |            |               |   | \$ 2,371.00  |

RECEIVED JUL 31 2019

Thank You

FOR PAYMENTS SENT OVERNIGHT:  
 Egis Insurance Advisors LLC, Fifth Third Wholesale Lockbox, Lockbox #234021, 4900 W. 95th St Oak Lawn, IL 60453

|   |                         |             |
|---|-------------------------|-------------|
| <b>Remit Payment To: Egis Insurance Advisors, LLC</b> | (321)320-7665           | <b>Date</b> |
| Lockbox 234021 PO Box 84021<br>Chicago, IL 60689-4002 | cbtner@egisadvisors.com | 04/17/2019  |



Florida<sup>TM</sup>  
Insurance  
Alliance

### Coverage Agreement Endorsement

**Endorsement No.:** 3

**Member:** Holly Hill Road East Community Development  
District

**Effective Date:** 04/10/2019

**Agreement No.:** 100118314

**Coverage Period:** October 1, 2018 to October 1, 2019

---

In consideration of an additional premium of \$2,371.00, the coverage agreement is amended as follows:

Property

Added:

As Per Schedule Attached

---

Subject otherwise to the terms, conditions and exclusions of the coverage agreement.

Issued: April 16, 2019

Authorized by:



**Florida  
Insurance  
Alliance™**

Property Schedule

Schedule Items Effective As of: 10/01/2018

**Holly Hill Road East Community Development District**

Policy No.: 100118314

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

| Unit# | Description                              |            | Year Built                              | Eff. Date      | Building Value    | Total Insured Value |
|-------|--|------------|---|----------------|-------------------|---------------------|
|       | Address                                  |            |   | Term Date      | Contents Value    |                     |
|       | Roof Shape                               | Roof Pitch |   | Roof Covering  | Covering Replaced |                     |
| 1     | Playground Equipment                     |            | 2018                                    | 12/21/2018     | \$81,289          | \$81,289            |
|       | 0 Holy Hill Road<br>Davenport FL 33837   |            | Non combustble                          | 10/01/2019     |                   |                     |
|       |  |            |   |                |                   |                     |
| Unit# | Description                              |            | Year Built                              | Eff. Date      | Building Value    | Total Insured Value |
|       | Address                                  |            | Const Type                              | Term Date      | Contents Value    |                     |
|       | Roof Shape                               | Roof Pitch |   | Roof Covering  | Covering Replaced | Roof Yr Blt         |
| 2     | Shade Sail Structure (2)                 |            | 2018                                    | 12/21/2018     | \$26,018          | \$26,018            |
|       | 0 Holy Hill Road<br>Davenport FL 33837   |            | Non combustible                         | 10/01/2019     |                   |                     |
|       |  |            |   |                |                   |                     |
| Unit# | Description                              |            | Year Built                              | Eff. Date      | Building Value    | Total Insured Value |
|       | Address                                  |            | Const Type                              | Term Date      | Contents Value    |                     |
|       | Roof Shape                               | Roof Pitch |   | Roof Covering  | Covering Replaced | Roof Yr Blt         |
| 3     | Dog Park                                 |            | 2018                                    | 12/21/2018     | \$4,992           | \$4,992             |
|       | 0 Holy Hill Road<br>Davenport FL 33837   |            | Non combustible                         | 10/01/2019     |                   |                     |
|       |  |            |   |                |                   |                     |
| Unit# | Description                              |            | Year Built                              | Eff. Date      | Building Value    | Total Insured Value |
|       | Address                                  |            | Const Type                              | Term Date      | Contents Value    |                     |
|       | Roof Shape                               | Roof Pitch |   | Roof Covering  | Covering Replaced | Roof Yr Blt         |
| 4     | Amenity Center                           |            | 2019                                    | 04/10/2019     | \$241,322         | \$256,322           |
|       | 500 Holy Hill Road<br>Davenport FL 33837 |            | Masonry non combustible                 | 10/01/2019     | \$15,000          |                     |
|       |  |            |   |                |                   |                     |
| Unit# | Description                              |            | Year Built                              | Eff. Date      | Building Value    | Total Insured Value |
|       | Address                                  |            | Const Type                              | Term Date      | Contents Value    |                     |
|       | Roof Shape                               | Roof Pitch |   | Roof Covering  | Covering Replaced | Roof Yr Blt         |
| 5     | Pool & Deck                              |            | 2019                                    | 04/10/2019     | \$359,928         | \$359,928           |
|       | 500 Holy Hill Road<br>Davenport FL 33837 |            | Below ground liquid storage tank w pool | 10/01/2019     |                   |                     |
|       |  |            |   |                |                   |                     |
| Unit# | Description                              |            | Year Built                              | Eff. Date      | Building Value    | Total Insured Value |
|       | Address                                  |            | Const Type                              | Term Date      | Contents Value    |                     |
|       | Roof Shape                               | Roof Pitch |   | Roof Covering  | Covering Replaced | Roof Yr Blt         |
| 6     | Fencing                                  |            | 2019                                    | 04/10/2019     | \$78,750          | \$78,750            |
|       | 500 Holy Hill Road<br>Davenport FL 33837 |            | Non combustible                         | 10/01/2019     |                   |                     |
|       |  |            |   |                |                   |                     |
|       |  |            | Total:                                  | Building Value | Contents Value    | Insured Value       |
|       |  |            |   | \$792,299      | \$15,000          | \$807,299           |

# Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300  
P.O. Box 6526  
Tallahassee, FL 32314  
850.222.7500

RECEIVED JUL 29 2019

===== STATEMENT =====

July 26, 2019

Holly Hill Road East CDD  
c/o PFM Group Consulting LLC  
12051 Corporate Blvd.  
Orlando, FL 32817

Bill Number 108830  
Billed through 06/30/2019

**General Counsel/Monthly Meeting**  
**HHECDD 00001 RVW**

**FOR PROFESSIONAL SERVICES RENDERED**

|          |     |  |          |
|----------|-----|--|----------|
| 06/03/19 | RVW | Confer with district manager regarding amenity center opening.   | 0.30 hrs |
| 06/03/19 | AHJ | Finalize agreements regarding landscape and janitorial services; transmit same to Patil; prepare correspondence to Patil regarding recorded conveyance documents; transmit same. | 0.60 hrs |
| 06/07/19 | APA | Prepare response to auditor request letter regarding fiscal year 2017-2018.  | 1.20 hrs |
| 06/10/19 | MGC | Review response to auditor request letter.   | 0.20 hrs |
| 06/11/19 | AHJ | Prepare agenda items.  | 0.60 hrs |
| 06/12/19 | RVW | Confer with Gaarlandt regarding release of notice.   | 0.30 hrs |
| 06/12/19 | AHJ | Finalize agenda items; transmit same to Patil.   | 0.60 hrs |
| 06/19/19 | RVW | Prepare for and attend board meeting.  | 2.10 hrs |
| 06/20/19 | AHJ | Confer with Patil regarding executed agenda items; prepare updates to development status chart; attend development status conference call.                                       | 0.40 hrs |
| 06/21/19 | RVW | Review and edit notices.   | 0.20 hrs |
| 06/21/19 | AHJ | Prepare mailed and published notices of hearing regarding budget and operation and maintenance assessments; prepare updates to district file regarding executed agenda items.    | 0.70 hrs |
| 06/24/19 | RVW | Review and edit audit report.  | 0.60 hrs |
| 06/27/19 | AHJ | Prepare budget assessment and budget appropriation resolutions; prepare resolutions setting dates regarding landowners' election and meeting schedule.                           | 1.10 hrs |

Total fees for this matter \$1,906.00

**DISBURSEMENTS**

|                       |       |
|-----------------------|-------|
| Document Reproduction | 27.75 |
| United Parcel Service | 8.44  |

=====

Total disbursements for this matter \$36.19

**MATTER SUMMARY**

|                               |          |         |            |
|-------------------------------|----------|---------|------------|
| Jaskolski, Amy H. - Paralegal | 4.00 hrs | 145 /hr | \$580.00   |
| Papp, Annie M. - Paralegal    | 1.20 hrs | 145 /hr | \$174.00   |
| Collazo, Mike                 | 0.20 hrs | 335 /hr | \$67.00    |
| Van Wyk, Roy                  | 3.50 hrs | 310 /hr | \$1,085.00 |

|                     |            |
|---------------------|------------|
| TOTAL FEES          | \$1,906.00 |
| TOTAL DISBURSEMENTS | \$36.19    |

|                                      |                   |
|--------------------------------------|-------------------|
| <b>TOTAL CHARGES FOR THIS MATTER</b> | <b>\$1,942.19</b> |
|--------------------------------------|-------------------|

**BILLING SUMMARY**

|                               |          |         |            |
|-------------------------------|----------|---------|------------|
| Jaskolski, Amy H. - Paralegal | 4.00 hrs | 145 /hr | \$580.00   |
| Papp, Annie M. - Paralegal    | 1.20 hrs | 145 /hr | \$174.00   |
| Collazo, Mike                 | 0.20 hrs | 335 /hr | \$67.00    |
| Van Wyk, Roy                  | 3.50 hrs | 310 /hr | \$1,085.00 |

|                     |            |
|---------------------|------------|
| TOTAL FEES          | \$1,906.00 |
| TOTAL DISBURSEMENTS | \$36.19    |

|                                    |                   |
|------------------------------------|-------------------|
| <b>TOTAL CHARGES FOR THIS BILL</b> | <b>\$1,942.19</b> |
|------------------------------------|-------------------|

**Please include the bill number on your check.**



| Date          | Invoice Number |
|---------------|----------------|
| July 26, 2019 | OE-EXP-00146   |
| Payment Terms | Due Date       |
| Upon Receipt  | July 26, 2019  |

**Bill To:**  
Holly Hill Road East Community Development District  
c/o PFM Group Consulting District Accounting  
Department  
12051 Corporate Blvd  
Orlando, FL 32817  
United States of America

**Company Address:**  
1735 Market Street  
43rd Floor  
Philadelphia, PA 19103  
+1 (215) 567-6100  
  
Federal Tax ID: 81-1642478

**Remittance Options:**

Via ACH (preferred):

PFM Group Consulting LLC  
Bank Name: M&T Bank  
ACH# (ACH): 031302955  
Account#: 9865883822

Via Wire:

Bank Name: M&T Bank  
ABA# (Wire): 022000046  
Account#: 9865883822

Via Mail:

PFM Group Consulting LLC  
PO Box 65126  
Baltimore, MD 21264-5126  
United States of America

**RE:** April 2019 Copies \$55.65

**Total Amount Due**

**\$55.65**

RECEIVED JUL 31 2019

## Copy Count

Account: Holly Hill Road east

Amount of Copies: 371

Total \$: 55.65

Month: April 2019



| Date          | Invoice Number |
|---------------|----------------|
| July 26, 2019 | OE-EXP-00147   |
| Payment Terms | Due Date       |
| Upon Receipt  | July 26, 2019  |

Bill To:  
Holly Hill Road East Community Development District  
c/o PFM Group Consulting District Accounting  
Department  
12051 Corporate Blvd  
Orlando, FL 32817  
United States of America

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Company Address:  
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43rd Floor  
Philadelphia, PA 19103  
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Federal Tax ID: 81-1642478

**Remittance Options:**

Via ACH (preferred):  
PFM Group Consulting LLC  
Bank Name: M&T Bank  
ACH# (ACH): 031302955  
Account#: 9865883822

Via Wire:  
Bank Name: M&T Bank  
ABA# (Wire): 022000046  
Account#: 9865883822

Via Mail:  
PFM Group Consulting LLC  
PO Box 65126  
Baltimore, MD 21264-5126  
United States of America

RE: March 2019 Postage \$3.50

**Total Amount Due**

**\$3.50**

## Account Summary Report

Date Range: Mar 1, 2019 to Mar 31, 2019

Meter Group: All Meters

Meter 1W000 1376538 OLD at ORLANDO, FL

Meter 4W00 - 0347354 at ORLANDO, FL

### Meter Details

| Location    | Meter Name         | Serial Number | PbP Account Number |
|-------------|--------------------|---------------|--------------------|
| ORLANDO, FL | 4W00 - 0347354     | 0347354       | 24978470           |
| ORLANDO, FL | 1W00 - 1376538 OLD | 1376538       | 24978470           |

### Account Summary

| Account                  | Sub Account | Pages | Total Charged |
|--------------------------|-------------|-------|---------------|
| Holly Hill Road East CDD |             | 7     | \$3.500       |

Grand Total:

\$3.500



| Date          | Invoice Number |
|---------------|----------------|
| July 26, 2019 | OE-EXP-00148   |
| Payment Terms | Due Date       |
| Upon Receipt  | July 26, 2019  |

Bill To:  
Holly Hill Road East Community Development District  
c/o PFM Group Consulting District Accounting  
Department  
12051 Corporate Blvd  
Orlando, FL 32817  
United States of America

RECEIVED JUL 31 2019

Company Address:  
1735 Market Street  
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Philadelphia, PA 19103  
+1 (215) 567-6100  
Federal Tax ID: 81-1642478

**Remittance Options:**

Via ACH (preferred):

PFM Group Consulting LLC  
Bank Name: M&T Bank  
ACH# (ACH): 031302955  
Account#: 9865883822

Via Wire:

Bank Name: M&T Bank  
ABA# (Wire): 022000046  
Account#: 9865883822

Via Mail:

PFM Group Consulting LLC  
PO Box 65126  
Baltimore, MD 21264-5126  
United States of America

RE: April 2019 Postage - \$7.50

Total Amount Due

\$7.50

## Account Summary Report

Date Range: April 1, 2019 to April 30, 2019

Meter Group: All Meters

Meter 1W00 - 1376538 OLD at ORLANDO, FL

Meter 4W00 - 0347354 at ORLANDO, FL

### Meter Details

| Location    | Meter Name         | Serial Number | PbP Account Number |
|-------------|--------------------|---------------|--------------------|
| ORLANDO, FL | 4W00 - 0347354     | 0347354       | 24978470           |
| ORLANDO, FL | 1W00 - 1376538 OLD | 1376538       | 24978470           |

### Account Summary

| Account                 | Sub Account | Placed | Total Charged |
|-------------------------|-------------|--------|---------------|
| Holly Hol Road East CDD |             | 15     | \$7.500       |

Grand Total

\$7.500



| Date          | Invoice Number |
|---------------|----------------|
| July 26, 2019 | OE-EXP-00149   |
| Payment Terms | Due Date       |
| Upon Receipt  | July 26, 2019  |

Bill To:  
  
Holly Hill Road East Community Development District  
c/o PFM Group Consulting District Accounting  
Department  
12051 Corporate Blvd  
Orlando, FL 32817  
United States of America

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Company Address:  
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Federal Tax ID: 81-1642478

**Remittance Options:**

Via ACH (preferred):

PFM Group Consulting LLC  
Bank Name: M&T Bank  
ACH# (ACH): 031402955  
Account#: 9865883822

Via Wire:

Bank Name: M&T Bank  
ABA# (Wire): 022000046  
Account#: 9865883822

Via Mail:

PFM Group Consulting LLC  
PO Box 65126  
Baltimore, MD 21264-5126  
United States of America

RE: May 2019 Postage - \$7.00

Total Amount Due

**\$7.00**

## Account Summary Report

Date Range: May 1, 2019 to May 31, 2019

Meter Group: All Meters

Meter 1W00 - 1376538 OLD at ORLANDO, FL

Meter 4W00 - 0347354 at ORLANDO, FL

### Meter Details

| Location    | Meter Name         | Serial Number | POP Account Number |
|-------------|--------------------|---------------|--------------------|
| ORLANDO, FL | 4W00 - 0347354     | 0347354       | 24978470           |
| ORLANDO, FL | 1W00 - 1376538 OLD | 1376538       | 24978470           |

### Account Summary

| Account                  | Sub Account | Pieces | Total Charged |
|--------------------------|-------------|--------|---------------|
| Molly Hill Road East CDD |             | 14     | \$7.000       |

Grand Total

\$7.000



| Date          | Invoice Number |
|---------------|----------------|
| July 26, 2019 | OE-EXP-00150   |
| Payment Terms | Due Date       |
| Upon Receipt  | July 26, 2019  |

Bill To:  
  
Holly Hill Road East Community Development District  
c/o PFM Group Consulting District Accounting  
Department  
12051 Corporate Blvd  
Orlando, FL 32817  
United States of America

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Company Address:  
1735 Market Street  
43rd Floor  
Philadelphia, PA 19103  
+1 (215) 567-6100  
  
Federal Tax ID: 81-1642478

**Remittance Options:**

Via ACH (preferred):

PFM Group Consulting LLC  
Bank Name: M&T Bank  
ACH# (ACH): 031302955  
Account# : 9865883822

Via Wire:

Bank Name: M&T Bank  
ABA# (Wire): 022000046  
Account# : 9865883822

Via Mail:

PFM Group Consulting LLC  
PO Box 65126  
Baltimore, MD 21264-5126  
United States of America

RE: March 2019 Fedex - \$1.72

Total Amount Due

\$1.72



Holly Hill

| Invoice Number | Invoice Date | Account Number | Page   |
|----------------|--------------|----------------|--------|
| 6-511-50981    | Apr 04, 2019 | 0191-4396-1    | 2 of 3 |

### FedEx Ground Shipment Summary By Payor Type

#### FedEx Ground Shipments (Original)

| Date                    | Shipments | Rated Weight lbs | Transportation Charges | Other Handling Charges | Ret Chg/Tax Credits/Other | Discounts         | Total Charges      |
|-------------------------|-----------|------------------|------------------------|------------------------|---------------------------|-------------------|--------------------|
| 03/25                   | 1         | 1                | 9.68                   | 0.56                   |                           | -1.85             | 8.59               |
| 03/28                   | 1         | 1                | 7.85                   | 0.55                   |                           |                   | 8.40               |
| Ground-Prepaid Subtotal |           |                  |                        |                        |                           |                   | \$16.99            |
| Total FedEx Ground      |           | 2                | 2                      | \$17.53                | \$1.11                    | <del>\$1.66</del> | <del>\$18.99</del> |

TOTAL THIS INVOICE

USD

\$16.99

#### FedEx Ground Prepaid Detail (Original)

|                         |  |        |
|-------------------------|--|--------|
| Ship Date: Mar 25, 2019 | Cust. Ref.: GHD, HHRE, MCID, Silver, Wynn East | P.O.#: |
| Payor: Shipper          | Dept#:   |        |

The Earned Discount for this ship date has been calculated based on a revenue threshold of USD 232,282.63

|              |               |                           |                          |                       |          |
|--------------|---------------|---------------------------|--------------------------|-----------------------|----------|
| Tracking ID  | 774776161180  | Sender                    | Recipient                | Transportation Charge | 9.88     |
| Service Type | Ppd. Domestic | Amanda Luna               | LOCKBOX SERVICES 12-2657 | Earned Discount       | -1.06    |
| Zone         | 06            | PFM                       | U.S. BANK, N.A. - CDD    | Performance Pricing   | -0.59    |
| Packages     | 1             | 12051 Corporate Boulevard | 1200 ENERGY PARK DR      | Fuel Surcharge        | 0.66     |
| Rated Weight | 1 lbs         | ORLANDO FL 32817          | EP-MN 011B               | Total Charge          | USD 8.99 |
| Delivered    | Mar 28, 2019  |                           | SAINT PAUL MN 55108-5101 |                       |          |

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| Date          | Invoice Number |
|---------------|----------------|
| July 26, 2019 | OE-EXP-00151   |
| Payment Terms | Due Date       |
| Upon Receipt  | July 26, 2019  |

Bill To:  
Holly Hill Road East Community Development District  
c/o PFM Group Consulting District Accounting  
Department  
12051 Corporate Blvd  
Orlando, FL 32817  
United States of America

RECEIVED JUL 31 2019

Company Address:  
1735 Market Street  
43rd Floor  
Philadelphia, PA 19103  
+1 (215) 567-6100  
Federal Tax ID: 81-1642478

**Remittance Options:**

Via ACH (Preferred):

PFM Group Consulting LLC  
Bank Name: M&T Bank  
ACH# (ACH): 031302955  
Account#: 9865883822

Via Wire:

Bank Name: M&T Bank  
ABA# (Wire): 022000046  
Account#: 9865883822

Via Mail:

PFM Group Consulting LLC  
PO Box 65126  
Baltimore, MD 21264-5126  
United States of America

RE: April 2019 Fedex - \$66.90

Total Amount Due

**\$66.90**



Holly Hill

| Invoice Number | Invoice Date | Account Number | Page   |
|----------------|--------------|----------------|--------|
| 6-525-10763    | Apr 18, 2019 | 0191-4396-1    | 2 of 7 |

### FedEx Express Shipment Detail By Payor Type (Original)

|                         |                                      |        |
|-------------------------|--------------------------------------|--------|
| Ship Date: Apr 09, 2019 | Cust. Ref.: Holly Hill Road East CDD | Ref.#: |
| Payor: Shipper          | Ref.#:                               |        |

Fuel Surcharge - FedEx has applied a fuel surcharge of 7.50% to this shipment.  
Distance Based Pricing, Zone 2

|                |                       |                       |                                 |
|----------------|-----------------------|-----------------------|---------------------------------|
| Automation     | INEF                  | Sender                | Recipient                       |
| Tracking ID    | 774926431640          | Senati Patel          | Phillip Allende                 |
| Service Type   | FedEx First Overnight | PFM                   | Heath Construction & Management |
| Package Type   | FedEx Envelope        | 12051 Corporate Blvd. | 348 East Central Avenue         |
| Zone           | 02                    | ORLANDO FL 32817 US   | WINTER HAVEN FL 33880 US        |
| Packages       | 1                     |                       |                                 |
| Rated Weight   | N/A                   |                       |                                 |
| Declared Value | Apr 10, 2019 08:18    |                       |                                 |
| Svc Area       | A4                    | Transportation Charge | 54.40                           |
| Signed by      | M.PINSON              | Fuel Surcharge        | 4.08                            |
| FedEx Use      | 000000000/3/_         | Total Charge          | USD 58.48                       |

|                         |                          |        |
|-------------------------|--------------------------|--------|
| Ship Date: Apr 09, 2019 | Cust. Ref.: 07 89039.007 | Ref.#: |
| Payor: Shipper          | Ref.#:                   |        |

The Earned Discount for this ship date has been calculated based on a revenue threshold of \$232018.31  
Fuel Surcharge - FedEx has applied a fuel surcharge of 7.50% to this shipment.  
Distance Based Pricing, Zone 2

|                |                     |                           |                             |
|----------------|---------------------|---------------------------|-----------------------------|
| Automation     | INET                | Sender                    | Recipient                   |
| Tracking ID    | 774925753642        | Brooke Pierce             | Pamela Frederick            |
| Service Type   | FedEx Express Saver | PFM Swap Advisors LLC     | Battery Park City Authority |
| Package Type   | Customer Packaging  | 1735 Market Street        | 200 Liberty Street          |
| Zone           | 02                  | PHILADELPHIA PA 19103 US  | NEW YORK NY 10261 US        |
| Packages       | 1                   |                           |                             |
| Rated Weight   | 2.0 lbs, 0.9 kgs    | Transportation Charge     | 16.37                       |
| Declared Value | USD 20.00           | Earned Discount           | -3.46                       |
| Delivered      | Apr 11, 2019 14:14  | Automation Bonus Discount | -1.84                       |
| Svc Area       | A1                  | Fuel Surcharge            | 0.85                        |
| Signed by      | A.ROBENSON          | Declared Value Charge     | 0.00                        |
| FedEx Use      | 00900000/7167/_     | Total Charge              | USD 12.12                   |

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Holly Hill

| Invoice Number | Invoice Date | Account Number | Page   |
|----------------|--------------|----------------|--------|
| 6-546-68614    | May 09, 2019 | 0191-4396-1    | 3 of 3 |

Ship Date: Apr 26, 2019

Cust. Ref.: Greenway Improvement Di

P.O.#:

Payor: Shipper

Dept.#:

The Earned Discount for this ship date has been calculated based on a revenue threshold of USD 233,269.00. Net Charge represents minimum package charge for this parcel. As a result, full discounts may not apply.  
Net charge represents minimum package charge for this parcel.

|              |               |                       |                             |                       |            |
|--------------|---------------|-----------------------|-----------------------------|-----------------------|------------|
| Tracking ID  | 775074822362  | Sender                | Recipient                   | Transportation Charge | 8.23       |
| Service Type | Ppd, Domestic | Amanda Lane           | LOCAL GOVERNMENT AUDITS 342 | Performance Pricing   | -0.38      |
| Zone         | 03            | PFM                   | AUDITOR GENERAL             | Fuel Surcharge        | 0.57       |
| Packages     | 1             | 12051 Corporate Blvd. | 111 W MADISON ST            | Total Charge          | USD \$8.42 |
| Rated Weight | 1 lbs         | ORLANDO FL 32817      | RM 401                      |                       |            |
| Delivered    | Apr 30, 2019  |                       | TALLAHASSEE FL 32399-000111 |                       |            |

Ship Date: Apr 30, 2019

Cust. Ref.: Holly Hill Road East

P.O.#:

Payor: Shipper

Dept.#:

The Earned Discount for this ship date has been calculated based on a revenue threshold of USD 229,835.96. Net Charge represents minimum package charge for this parcel. As a result, full discounts may not apply.  
Net charge represents minimum package charge for this parcel.

|              |               |                       |                              |                       |            |
|--------------|---------------|-----------------------|------------------------------|-----------------------|------------|
| Tracking ID  | 775098649883  | Sender                | Recipient                    | Transportation Charge | 7.85       |
| Service Type | Ppd, Domestic | Amanda Lane           | BETTY S. OETSOUVANH          | Fuel Surcharge        | 0.57       |
| Zone         | 02            | PFM                   | HENKELMAN CONSTRUCTION, INC. | Total Charge          | USD \$8.42 |
| Packages     | 1             | 12051 Corporate Blvd. | 1830 N CRYSTAL LAKE DR       |                       |            |
| Rated Weight | 1 lbs         | ORLANDO FL 32817      | LAKELAND FL 33801590530      |                       |            |
| Delivered    | May 01, 2019  |                       |                              |                       |            |

Prepaid Subtotal USD \$66.06

Total FedEx Ground USD \$66.06

### FedEx Ground Address Correction

| Original Address          | Corrected Address      | Original Address          | Corrected Address      |
|---------------------------|------------------------|---------------------------|------------------------|
| Tracking ID: 775068159590 |                        | Tracking ID: 775068143271 |                        |
| U.S. Bank, N.A. - COD     | U.S. BANK, N.A. - COD  | U.S. Bank, N.A. - COD     | U.S. BANK, N.A. - COD  |
| EP-MN-01LB                | 1200 ENERGY PARK DR    | EP-MN-01LB                | 1200 ENERGY PARK DR    |
| ST. PAUL MN 55108 US      | SAINT PAUL MN 55108 US | ST. PAUL MN 55108 US      | SAINT PAUL MN 55108 US |



| Date          | Invoice Number |
|---------------|----------------|
| July 26, 2019 | OE-EXP-00152   |
| Payment Terms | Due Date       |
| Upon Receipt  | July 26, 2019  |

Bill To:  
Holly Hill Road East Community Development District  
c/o PFM Group Consulting District Accounting  
Department  
12051 Corporate Blvd  
Orlando, FL 32817  
United States of America

RECEIVED JUL 31 2019

Company Address:  
1735 Market Street  
43rd Floor  
Philadelphia, PA 19103  
+1 (215)567-6100  
Federal Tax ID: 81-1642478

**Remittance Options:**

Via ACH (preferred):

PFM Group Consulting LLC  
Bank Name:M&T Bank  
ACH# (ACH): 031302955  
Account #: 9865883822

Via Wire:

Bank Name:M&T Bank  
ABA# (Wire): 022000046  
Account#: @865883822

Via Mail:

PFM Group Consulting LLC  
PO Box 5126  
Baltimore, MD 21264-5126  
United States of America

RE: May 2019 Fedex - \$20.92

Total Amount Due

**\$20.92**



Holly Hill

| Invoice Number | Invoice Date | Account Number | Page   |
|----------------|--------------|----------------|--------|
| 6-561e91795    | May 23, 2019 | 0191-4396-1    | 4 of 4 |

Ship Date: May 15, 2019

Cust. Ref.: Holly Hill Road East

P.O.#:

Payor: Shipper

Dept.#:

The Earned Discount for this ship date has been calculated based on a revenue threshold of USD 230,300.73. Net Charge represents minimum package charge for this parcel. As a result, full discounts may not apply.

Net charge represents minimum package charge for this parcel.

|              |               |                       |                              |                       |           |
|--------------|---------------|-----------------------|------------------------------|-----------------------|-----------|
| Tracking ID  | 775225096920  | Sender                | Recipient                    | Transportation Charge | 7.85      |
| Service Type | Ppd, Domestic | Amanda Lane           | MACK BANNER                  | Fuel Surcharge        | 0.57      |
| Zone         | 02            | PFM                   | TUCKER PAVING                | Total Charge          | USD 58.42 |
| Packages     | 1             | 12051 Corporate Blvd. | 3545 LAKE ALFRED RD          |                       |           |
| Rated Weight | 1 lbs         | ORLANDO FL 32817      | WINTER HAVEN FL 33881-144745 |                       |           |
| Delivered    | May 16, 2019  |                       |                              |                       |           |

Ship Date: May 15, 2019

Cust. Ref.: Cross Creek Escrow

P.O.#:

Tendered Date: May 14, 2019

Dept.#:

Payor: Shipper

Return: Original Tracking ID 00000000775181191961

|               |                           |                                |                         |                       |           |
|---------------|---------------------------|--------------------------------|-------------------------|-----------------------|-----------|
| Tracking ID   | 775181192074              | Sender                         | Recipient               | Transportation Charge | 7.85      |
| Service Type  | G,Prepaid,ReturnPrint Lbl | Clerk of the Court             | JENNIFER GLASGOW        | Fuel Surcharge        | 0.57      |
| Zone          | 02                        | Manatee County Clerk of the Co | PFM                     | Print Return Label    | 1.00      |
| Packages      | 1                         | 1115 Manatee Avenue West       | 12051 CORPORATE BLVD    | Total Charge          | USD 59.42 |
| Actual Weight | 0.2 lbs                   | BRADENTON FL 34205             | ORLANDO FL 32817-145051 |                       |           |
| Rated Weight  | 1 lbs                     |                                |                         |                       |           |
| Delivered     | May 17, 2019              |                                |                         |                       |           |

Prepaid Subtotal USD \$68.74

### FedEx Ground Home Delivery Detail (Original)

Ship Date: May 15, 2019

Cust. Ref.: Holly Hill Road East

P.O.#:

Payor: Shipper

Dept.#:

The Earned Discount for this ship date has been calculated based on a revenue threshold of USD 230,300.73. Net Charge represents minimum package charge for this parcel. As a result, full discounts may not apply.

Net charge represents minimum package charge for this parcel.

|              |                   |                       |                              |                       |           |
|--------------|-------------------|-----------------------|------------------------------|-----------------------|-----------|
| Tracking ID  | 775225038114      | Sender                | Recipient                    | Transportation Charge | 7.85      |
| Service Type | Home Delivery Ppd | Amanda Lane           | RENNIE HEATH                 | Fuel Surcharge        | 0.85      |
| Zone         | 02                | PFM                   | HEATH CONSTRUCTION & MGMT    | Residential           | 3.80      |
| Packages     | 1                 | 12051 Corporate Blvd. | 326 HAMILTON SHORES DR NE    | Total Charge          | USD 12.50 |
| Rated Weight | 1 lbs             | ORLANDO FL 32817      | WINTER HAVEN FL 33881-570926 |                       |           |
| Delivered    | May 16, 2019      |                       |                              |                       |           |

Home Delivery Subtotal USD \$12.50

Total FedEx Ground USD \$81.24



Holly Hill

| Invoice Number | Invoice Date | Account Number | Page   |
|----------------|--------------|----------------|--------|
| 6-561-91795    | May 23, 2019 | 0191-4396-1    | 4 of 4 |

Ship Date: May 15, 2019

Cust. Ref.: Holly Hill Road East

P.O.#:

Payor: Shipper

Dept. #:

The Earned Discount for this ship date has been calculated based on a revenue threshold of USD 230,300.73. Net Charge represents minimum package charge for this parcel. As a result, full discounts may not apply.  
Net charge represents minimum package charge for this parcel.

|              |               |                       |                              |                       |            |
|--------------|---------------|-----------------------|------------------------------|-----------------------|------------|
| Tracking ID  | 775225096920  | Sender                | Recipient                    | Transportation Charge | 7.85       |
| Service Type | Ppd, Domestic | Amanda Lane           | MACK BANNER                  | Fuel Surcharge        | 0.57       |
| Zone         | 02            | PFM                   | TUCKER PAVING                | Total Charge          | USD \$8.42 |
| Packages     | 1             | 12051 Corporate Blvd. | 3545 LAKE ALFRED RD          |                       |            |
| Rated Weight | 1 lbs         | ORLANDO FL 32817      | WINTER HAVEN FL 33881-144745 |                       |            |
| Delivered    | May 16, 2019  |                       |                              |                       |            |

Ship Date: May 15, 2019

Cust. Ref.: Cross Creek Escrow

P.O.#:

Tendered Date: May 14, 2019

Dept. #:

Payor: Shipper

Return-Original Tracking ID 00000000775181191961

|               |                          |                                |                         |                       |            |
|---------------|--------------------------|--------------------------------|-------------------------|-----------------------|------------|
| Tracking ID   | 775181192074             | Sender                         | Recipient               | Transportation Charge | 7.85       |
| Service Type  | G.Prepaid.ReturnPrintLbl | Clerk of the Court             | JENNIFER GLASGOW        | Fuel Surcharge        | 0.57       |
| Zone          | 02                       | Manatee County Clerk of the Co | PFM                     | Print Return Label    | 1.00       |
| Packages      | 1                        | 1115 Manatee Avenue West       | 12051 CORPORATE BLVD    | Total Charge          | USD \$9.42 |
| Actual Weight | 0.2 lbs                  | BRADENTON FL 34205             | ORLANDO FL 32817-145051 |                       |            |
| Rated Weight  | 1 lbs                    |                                |                         |                       |            |
| Delivered     | May 17, 2019             |                                |                         |                       |            |

|                  |     |         |
|------------------|-----|---------|
| Prepaid Subtotal | USD | \$68.74 |
|------------------|-----|---------|

## FedEx Ground Home Delivery Detail (Original)

Ship Date: May 15, 2019

Cust. Ref.: Holly Hill Road East

P.O.#:

Payor: Shipper

Dept. #:

The Earned Discount for this ship date has been calculated based on a revenue threshold of USD 230,300.73. Net Charge represents minimum package charge for this parcel. As a result, full discounts may not apply.  
Net charge represents minimum package charge for this parcel.

|              |                   |                       |                              |                       |             |
|--------------|-------------------|-----------------------|------------------------------|-----------------------|-------------|
| Tracking ID  | 775225038114      | Sender                | Recipient                    | Transportation Charge | 7.85        |
| Service Type | Home Delivery Ppd | Amanda Lane           | RENNIE HEATH                 | Fuel Surcharge        | 0.85        |
| Zone         | 02                | PFM                   | HEATH CONSTRUCTION & MGMT    | Residential           | 3.80        |
| Packages     | 1                 | 12051 Corporate Blvd. | 326 HAMILTON SHORES OR NE    | Total Charge          | USD \$12.50 |
| Rated Weight | 1 lbs             | ORLANDO FL 32817      | WINTER HAVEN FL 33881-570926 |                       |             |
| Delivered    | May 16, 2019      |                       |                              |                       |             |

|                        |     |         |
|------------------------|-----|---------|
| Home Delivery Subtotal | USD | \$12.50 |
| Total FedEx Ground     | USD | \$81.24 |

**HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization No. 084**

8/9/2019

| Item No. | Vendor   | Invoice Number | General Fund           |
|----------|--|----------------|------------------------|
| 1        | <b>A&amp;R Contracting &amp; Cleaning</b><br>Reinstalled Fallen Pickets  | 2520           | \$ 350.00              |
| 2        | <b>Carr Riggs &amp; Ingram</b><br>FY 2018 Audit  | 16726806       | \$ 2,000.00            |
| 3        | <b>Duke Energy</b><br>Acct: 57840 25499; Service 07/05/2019 - 08/05/2019<br>Acct: 95745 35139; Service 07/10/2019 - 08/08/2019 | --<br>--       | \$ 155.10<br>\$ 837.83 |
| 4        | <b>PFM Group Consulting</b><br>June Reimbursables  | OE-EXP-00281   | \$ 182.09              |
| 5        | <b>Polk County Property Appraiser</b><br>1% Administrative Fee   | 4651674        | \$ 4,010.25            |

**TOTAL           \$   7,535.27**

  
\_\_\_\_\_  
Board Member

Please Return To:  
Holly Hill Road East CDD  
c/o Fishkind & Associates  
12051 Corporate Boulevard  
Orlando, FL 32817

**RECEIVED AUG 12 2019**



## A & R Contracting & Cleaning, LLC



A & R Contracting & Cleaning, LLC  
2061 9th Lane NE  
Winter Haven, FL 33881  
863-582-6202  
alvarezandramirez@gmail.com

## Invoice

### BILL TO

PFM Group Consulting

**CITRUS ISLE**

12051 Corporate Blvd Orlando, FL  
32817

**RECEIVED AUG 08 2019**

| INVOICE # | DATE       | TOTAL DUE | DUE DATE   | TERMS | ENCLOSED |
|-----------|------------|-----------|------------|-------|----------|
| 2520      | 08/07/2019 | \$350.00  | 08/16/2019 | Net30 |          |

| ACTIVITY  | QTY | RATE   | AMOUNT |
|---|-----|--------|--------|
| <b>Labor</b><br>REINSTALLED FALLEN PICKETS IN 4 SECTIONS<br>THROUGH OUT CITRUS ISLE | 1   | 350.00 | 350.00 |

**BALANCE DUE** **\$350.00**



**CRI** CARR  
RIGGS &  
INGRAM  
CPAs and Advisors

**151 Mary Esther Boulevard, Suite 301  
Mary Esther, FL 32569  
850-244-8395  
Federal ID 72-1396621**

RECEIVED AUG 05 2019

Holly Hill Road East CDD  
c/d PFM  
12051 Corporate Blvd.  
Orlando, FL 32817

Invoice No. 16726806 (include on check)  
Date 07/31/2019  
Client No. 20-05677.000

Professional services rendered as follows:

Final billing on audit of financial statements  
as of September 30, 2018 \$ 6,000.00

Progress Applied (4,000.00)

Current Amount Due \$ 2,000.00

| 0 - 30   | 31 - 60 | 61 - 90 | 91 - 120 | Over 120 | Balance  |
|----------|---------|---------|----------|----------|----------|
| 2,000.00 | 0.00    | 0.00    | 0.00     | 0.00     | 2,000.00 |

We accept most major credit cards. Please complete the following information or contact our office to submit your payment over the phone.

Invoice Date: 07/31/2019 Client No: 20-05677  
Invoice Number: 16726806 Total Amount Due: \$ 2,000.00 Holly Hill Road East CDD

Name as it appears on card: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Card# \_\_\_\_\_ Exp Date: \_\_\_\_\_ Security # \_\_\_\_\_

Payment Amount: \_\_\_\_\_ Signature: \_\_\_\_\_

Carr, Riggs & Ingram, LLC reserves the right to assess finance charges on past due balances up to the maximum amount allowed under State law.

**STATEMENT OF ELECTRIC SERVICE**

AUGUST 2019

ACCOUNT NUMBER

**57840 25499****FOR CUSTOMER SERVICE OR  
PAYMENT LOCATIONS CALL:  
1-877-372-8477****WEB SITE: www.duke-energy.com****TO REPORT A POWER OUTAGE:  
1-800-228-8485****HOLLY HILL ROAD EAST CDD  
ATTN: JOE MCCLAREN  
12051 CORPORATE BLVD  
ORLANDO FL 32817****SERVICE ADDRESS  
569 CITRUS ISLE LOOP, WELL  
DAVENPORT FL 33837****DUE DATE TOTAL AMOUNT DUE  
AUG 27 2019 155.10****NEXT READ DEPOSIT AMOUNT  
DATE ON OR ON ACCOUNT  
ABOUT  
SEP 05 2019 240.00****PIN: 568174431****METER READINGS**

|                   |           |
|-------------------|-----------|
| METER NO.         | 001001682 |
| PRESENT (ACTUAL)  | 003469    |
| PREVIOUS (ACTUAL) | 002574    |
| DIFFERENCE        | 000895    |
| TOTAL KWH         | 895       |

PAYMENTS RECEIVED AS OF JUL 23 2019

151.39 THANK YOU

**GS-1 060 GENERAL SERVICE - NON DEMAND SEC  
BILLING PERIOD..07-05-19 TO 08-05-19 31 DAYS**

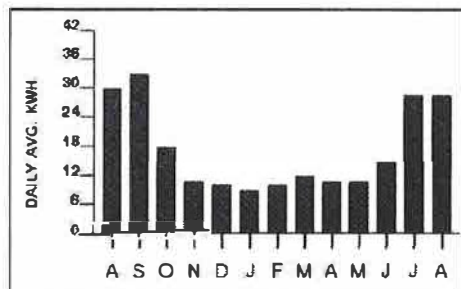
|                             |                    |       |
|-----------------------------|--------------------|-------|
| CUSTOMER CHARGE             |                    | 12.78 |
| ENERGY CHARGE               | 895 KWH @ 8.07800¢ | 72.30 |
| FUEL CHARGE                 | 895 KWH @ 3.97400¢ | 35.57 |
| ASSET SECURITIZATION CHARGE | 895 KWH @ 0.23600¢ | 2.11  |

|                                   |        |
|-----------------------------------|--------|
| *TOTAL ELECTRIC COST              | 122.76 |
| GROSS RECEIPTS TAX                | 3.15   |
| MUNICIPAL FRANCHISE FEE           | 8.07   |
| MUNICIPAL UTILITY TAX             | 10.47  |
| STATE AND OTHER TAXES ON ELECTRIC | 10.65  |

TOTAL CURRENT BILL

155.10

TOTAL DUE THIS STATEMENT

**\$155.10****ENERGY USE**

|                             |            |
|-----------------------------|------------|
| DAILY AVG. USE -            | 29 KWH/DAY |
| USE ONE YEAR AGO -          | 30 KWH/DAY |
| *DAILY AVG. ELECTRIC COST - | \$3.96     |

Payment of this statement within 90 days from the billing date will avoid a 1% late charge being applied to this account.

Duke Energy Florida utilized fuel in the following proportions to generate your power: Coal 14%, Purchased Power 13%, Gas 73%, Oil 0%, Nuclear 0% (For 12 months ending June 30, 2019).

**RECEIVED AUG 06 2019**

DETACH AND RETURN THIS SECTION

EB72 0027158

Make checks payable to: Duke Energy

ACCOUNT NUMBER - 57840 25499

**HOLLY HILL ROAD EAST CDD  
ATTN: JOE MCCLAREN  
12051 CORPORATE BLVD  
ORLANDO FL 32817 - 1450****DUE DATE****AUG 27 2019****TOTAL DUE****155.10**PLEASE ENTER  
AMOUNT PAID

5784025499600000015510100000000000000000015510101000000000000





| Date           | Invoice Number  |
|----------------|-----------------|
| August 7, 2019 | OE-EXP-00281    |
| Payment Terms  | Due Date        |
| Upon Receipt   | August 31, 2019 |

**Bill To:**

Holly Hill Road East Community Development District  
c/o PFM Group Consulting District Accounting  
Department  
12051 Corporate Blvd  
Orlando, FL 32817  
United States of America

RECEIVED AUG 07 2019

**Company Address:**

1735 Market Street  
43rd Floor  
Philadelphia, PA 19103  
+1 (215) 567-6100  
  
Federal Tax ID: 81-1642478

**Remittance Options:**Via ACH (preferred):

PFM Group Consulting LLC  
Bank Name: M&T Bank  
ACH# (ACH): 031302955  
Account #: 9865883822

Via Wire:

Bank Name: M&T Bank  
ABA# (Wire): 022000046  
Account #: 9865883822

Via Mail:

PFM Group Consulting LLC  
PO Box 65126  
Baltimore, MD 21264-5126  
United States of America

RE: June 2019 Fedex - \$24.79  
June 2019 Postage - \$38.50  
June 2019 Copies 3 \$138.80

**Total Amount Due**

**\$182.09**



Holly Hill

| Invoice Number | Invoice Date | Account Number | Page   |
|----------------|--------------|----------------|--------|
| 6-581-60383    | Jun 13, 2019 | 0191-4396-1    | 3 of 3 |

Ship Date: May 31, 2019      Cust. Ref.: Blackburn, Boggy, Silveria      P.O.#:  
Payer: Shipper      Dept. #:

The Earned Discount for this ship date has been calculated based on a revenue threshold of USD 232,548.58

|              |               |                       |                           |                       |                   |
|--------------|---------------|-----------------------|---------------------------|-----------------------|-------------------|
| Tracking ID  | 775358192862  | Sender                | Recipient                 | Transportation Charge | 9.68              |
| Service Type | Ppd, Domestic | Amanda Lane           | LOCKBOX SERVICES- 12-2657 | Earned Discount       | -1.06             |
| Zone         | 06            | PFM                   | U.S. BANK, N.A.- COD      | Performance Pricing   | -0.59             |
| Packages     | 1             | 12051 Corporate Blvd. | 1200 ENERGY PARK DR       | Fuel Surcharge        | 0.59              |
| Rated Weight | 1 lbs         | ORLANDO FL 32817      | EP-MN01LB                 | Total Charge          | USD 2.87 \$861.13 |
| Delivered    | Jun 05, 2019  |                       | SAINT PAUL MN 55108-5101  |                       |                   |

Prepaid Subtotal      USD      \$17.03

### FedEx Ground Home Delivery Detail (Original)

Ship Date: Jun 03, 2019      Cust. Ref.: Holly Hill Road East      P.O.#:  
Payer: Shipper      Dept. #:

The Earned Discount for this ship date has been calculated based on a revenue threshold of USD 233,407.05. Net Charge represents minimum package charge for this parcel. As a result, full discounts may not apply.

Net charge represents minimum package charge for this parcel.

|               |                   |                       |                              |                       |             |
|---------------|-------------------|-----------------------|------------------------------|-----------------------|-------------|
| Tracking ID   | 775367895020      | Sender                | Recipient                    | Transportation Charge | 7.85        |
| Service Type  | Home Delivery Ppd | Amanda Lane           | RENNIE HEATH                 | Fuel Surcharge        | 0.85        |
| Zone          | 02                | PFM                   | HEATH CONSTRUCTION & MANAGE  | Residential           | 3.80        |
| Packages      | 1                 | 12051 Corporate Blvd. | 326 HAMILTON SHORES DR NE    | Total Charge          | USD \$12.50 |
| Actual Weight | 0.1 lbs           | ORLANDO FL 32817      | WINTER HAVEN FL 33881-570926 |                       |             |
| Rated Weight  | 1 lbs             |                       |                              |                       |             |
| Delivered     | Jun 04, 2019      |                       |                              |                       |             |

Home Delivery Subtotal      USD      \$12.50

Total FedEx Ground      USD      \$29.53



Holly hill

| Invoice Number | Invoice Date | Account Number | Page   |
|----------------|--------------|----------------|--------|
| 6-589-53405    | Jun 20, 2019 | 0191-4396-1    | 2 of 3 |

## FedEx Ground Shipment Summary By Payor Type

### FedEx Ground Shipments (Original)

| Date                           | Shipments | Rated Weight lbs | Transportation Charges | Other Handling Charges | Net Ctg/Tax Credits/Other | Discounts | Total Charges |
|--------------------------------|-----------|------------------|------------------------|------------------------|---------------------------|-----------|---------------|
| Ground-Prepaid                 |           |                  |                        |                        |                           |           |               |
| 06/07                          | 2         | 2                | 19.36                  | 1.16                   |                           | -3.30     | 17.22         |
| 06/11                          | 1         | 1                | 9.68                   | 0.58                   |                           | -1.65     | 8.61          |
| Ground-Prepaid Subtotal        |           |                  |                        |                        |                           |           | \$25.83       |
| Ground-Bill Recipient          |           |                  |                        |                        |                           |           |               |
| 06/07                          | 1         | 19               | 17.33                  | 17.47                  |                           | -3.99     | 30.81         |
| Ground-Bill Recipient Subtotal |           |                  |                        |                        |                           |           | \$30.81       |
| Total FedEx Ground             |           | 4                | 22                     | \$46.37                | \$18.21                   | -\$8.34   | \$56.64       |

**TOTAL THIS INVOICE**

**USD**

**\$56.64**

### FedEx Ground Prepaid Detail (Original)

|                         |   |        |
|-------------------------|---|--------|
| Ship Date: Jun 07, 2019 | Dest. Ref.: HHRE Parker Silver, VolW, Wynn East | P.O.#: |
| Payor: Shipper          | Dept. #:  |        |

The Earned Discount for this ship date has been calculated based on a revenue threshold of USD 233,407.05

|              |               |                       |                          |                       |                 |
|--------------|---------------|-----------------------|--------------------------|-----------------------|-----------------|
| Tracking ID  | 775418978907  | Sender                | Recipient                | Transportation Charge | 9.68            |
| Service Type | Ppd, Domestic | Amanda Lane           | LOCKBOX SERVICES-12-2657 | Earned Discount       | -1.06           |
| Zone         | 06            | PFM                   | U.S. BANK, N.A.- COD     | Performance Pricing   | -0.59           |
| Packages     | 1             | 12051 Corporate Blvd. | 1200 ENERGY PARK DR      | Fuel Surcharge        | 0.58            |
| Rated Weight | 1 lbs         | ORLANDO FL 32817      | EP-MN 01LB               | Total Charge          | USD 1.72 \$8.61 |
| Delivered    | Jun 13, 2019  |                       | SAINT PAUL MN 55108-5101 |                       |                 |

|                         |  |        |
|-------------------------|--|--------|
| Ship Date: Jun 07, 2019 | Dest. Ref.: Black Cedar Daven, BID Grove | P.O.#: |
| Payor: Shipper          | Dept. #:                                 |        |

The Earned Discount for this ship date has been calculated based on a revenue threshold of USD 233,407.05

|              |               |                       |                          |                       |                 |
|--------------|---------------|-----------------------|--------------------------|-----------------------|-----------------|
| Tracking ID  | 775418954531  | Sender                | Recipient                | Transportation Charge | 9.68            |
| Service Type | Ppd, Domestic | Amanda Lane           | LOCKBOX SERVICES-12-2657 | Earned Discount       | -1.06           |
| Zone         | 06            | PFM                   | U.S. BANK, N.A.- COD     | Performance Pricing   | -0.59           |
| Packages     | 1             | 12051 Corporate Blvd. | 1200 ENERGY PARK DR      | Fuel Surcharge        | 0.58            |
| Rated Weight | 1 lbs         | ORLANDO FL 32817      | EP-MN 01LB               | Total Charge          | USD 1.72 \$8.61 |
| Delivered    | Jun 13, 2019  |                       | SAINT PAUL MN 55108-5101 |                       |                 |

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Holly Hill

| Invoice Number | Invoice Date | Account Number | Page   |
|----------------|--------------|----------------|--------|
| 6-596-15549    | Jun 27, 2019 | 0191-4396-1    | 2 of 4 |

**FedEx Ground Shipment Summary By Payor Type****FedEx Ground Shipments (Original)**

| Ship Date               | Quantity | Weight | Volume | Transportation | Other Charges | Discount | Total Charge |
|-------------------------|----------|--------|--------|----------------|---------------|----------|--------------|
| 06/14                   | 2        | 2      |        | 19.36          | 1.16          | -3.30    | 17.22        |
| 06/17                   | 1        | 1      |        | 7.85           | 0.57          |          | 8.42         |
| 06/18                   | 1        | 1      |        | 9.36           | 0.57          | -1.51    | 8.42         |
| 06/19                   | 1        | 1      |        | 7.85           | 0.57          |          | 8.42         |
| 06/20                   | 3        | 3      |        | 24.31          | 1.71          | -0.76    | 25.26        |
| Ground-Prepaid Subtotal |          |        |        |                |               |          | \$67.74      |

**TOTAL THIS INVOICE****USD****\$67.74****FedEx Ground Prepaid Detail (Original)**

| Ship Date | Quantity | Weight | Volume | Transportation | Other Charges | Discount | Total Charge |
|-----------|----------|--------|--------|----------------|---------------|----------|--------------|
|-----------|----------|--------|--------|----------------|---------------|----------|--------------|

The Earned Discount for this ship date has been calculated based on a revenue threshold of USD 235,754.49

|              |               |                       |                          |                       |                   |
|--------------|---------------|-----------------------|--------------------------|-----------------------|-------------------|
| Tracking ID  | 775477443345  | Sender                | Recipient                | Transportation Charge | 9.68              |
| Service Type | Ppd, Domestic | Amanda Lane           | LOCKBOX SERVICES-12-2657 | Earned Discount       | -1.06             |
| Zone         | 06            | PFM                   | U.S. BANK, N.A.- COD     | Performance Pricing   | -0.59             |
| Packages     | 1             | 12051 Corporate Blvd. | 1200 ENERGY PARK DR      | Fuel Surcharge        | 0.58              |
| Rated Weight | 1 lbs         | ORLANDO FL 32817      | EP-MN 01LB               | Total Charge          | USD 2.15 \$8.61/4 |
| Delivered    | Jun 18, 2019  |                       | SAINT PAUL MN 55108-5101 |                       |                   |

| Ship Date | Quantity | Weight | Volume | Transportation | Other Charges | Discount | Total Charge |
|-----------|----------|--------|--------|----------------|---------------|----------|--------------|
|-----------|----------|--------|--------|----------------|---------------|----------|--------------|

The Earned Discount for this ship date has been calculated based on a revenue threshold of USD 235,754.49

|              |               |                       |                          |                       |                   |
|--------------|---------------|-----------------------|--------------------------|-----------------------|-------------------|
| Tracking ID  | 775477420035  | Sender                | Recipient                | Transportation Charge | 9.68              |
| Service Type | Ppd, Domestic | Amanda Lane           | LOCKBOX SERVICES-12-2657 | Earned Discount       | -1.06             |
| Zone         | 06            | PFM                   | U.S. BANK, N.A.- COD     | Performance Pricing   | -0.59             |
| Packages     | 1             | 12051 Corporate Blvd. | 1200 ENERGY PARK OR      | Fuel Surcharge        | 0.58              |
| Rated Weight | 1 lbs         | ORLANDO FL 32817      | EP-MN 01LB               | Total Charge          | USD 2.15 \$8.61/4 |
| Delivered    | Jun 18, 2019  |                       | SAINT PAUL MN 55108-5101 |                       |                   |

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Holly Hill

| Invoice Number | Invoice Date | Account Number | Page   |
|----------------|--------------|----------------|--------|
| 6-596-15549    | Jun 27, 2019 | 0191-4396-1    | 3 of 4 |

|                         |                        |         |
|-------------------------|------------------------|---------|
| Ship Date: Jun 17, 2019 | Cust. Ref.: Holly Hill | P.O. #: |
| Payor: Shipper          | Dept. #:               |         |

The Earned Discount for this ship date has been calculated based on a revenue threshold of USD 237,944.87. Net Charge represents minimum package charge for this parcel. As a result, full discounts may not apply.  
Net charge represents minimum package charge for this parcel.

|               |               |                       |                              |                       |            |
|---------------|---------------|-----------------------|------------------------------|-----------------------|------------|
| Tracking ID   | 775486330108  | Sender                | Recipient                    | Transportation Charge | 7.85       |
| Service Type  | Ppd, Domestic | Amanda Lane           | MACK BANNER                  | Fuel Surcharge        | 0.57       |
| Zone          | 02            | PFM                   | TUCKER PAVING                | Total Charge          | USD \$8.42 |
| Packages      | 1             | 12051 Corporate Blvd. | 3545 LAKE ALFRED RD          |                       |            |
| Actual Weight | 0.1 lbs       | ORLANDO FL 32817      | WINTER HAVEN FL 33881-144745 |                       |            |
| Rated Weight  | 1 lbs         |                       |                              |                       |            |
| Delivered     | Jun 18, 2019  |                       |                              |                       |            |

|                         |                             |         |
|-------------------------|-----------------------------|---------|
| Ship Date: Jun 18, 2019 | Cust. Ref.: Legends bay CDD | P.O. #: |
| Payor: Shipper          | Dept. #:                    |         |

The Earned Discount for this ship date has been calculated based on a revenue threshold of USD 237,944.87. Net Charge represents minimum package charge for this parcel. As a result, full discounts may not apply.  
Net charge represents minimum package charge for this parcel.

|              |               |                             |                                |                       |            |
|--------------|---------------|-----------------------------|--------------------------------|-----------------------|------------|
| Tracking ID  | 775504626047  | Sender                      | Recipient                      | Transportation Charge | 9.36       |
| Service Type | Ppd, Domestic | Alan Mishlove               | CAROLINE PRUNTY                | Earned Discount       | -0.95      |
| Zone         | 05            | Public Financial Management | WELLS FARGO CORPORATE TRUST SP | Performance Pricing   | -0.56      |
| Packages     | 1             | 12051 Corporate Blvd        | 123 S BROAD ST                 | Fuel Surcharge        | 0.57       |
| Rated Weight | 1 lbs         | ORLANDO FL 32817            | MAC Y1379-157                  | Total Charge          | USD \$8.42 |
| Delivered    | Jun 20, 2019  |                             | PHILADELPHIA PA 19109-102999   |                       |            |

|                         |                                |         |
|-------------------------|--------------------------------|---------|
| Ship Date: Jun 18, 2019 | Cust. Ref.: Cross Creek Estrow | P.O. #: |
| Payor: Shipper          | Dept. #:                       |         |

The Earned Discount for this ship date has been calculated based on a revenue threshold of USD 237,944.87. Net Charge represents minimum package charge for this parcel. As a result, full discounts may not apply.  
Net charge represents minimum package charge for this parcel.

|              |               |                       |                           |                       |            |
|--------------|---------------|-----------------------|---------------------------|-----------------------|------------|
| Tracking ID  | 775512558059  | Sender                | Recipient                 | Transportation Charge | 7.85       |
| Service Type | Ppd, Domestic | Alan Mishlove         | CLERK OF THE COURT        | Fuel Surcharge        | 0.57       |
| Zone         | 02            | PFM                   | MANATEE COUNTY            | Total Charge          | USD \$8.42 |
| Packages     | 1             | 12051 Corporate Blvd. | 1115 MANATEE AVE W        |                       |            |
| Rated Weight | 1 lbs         | ORLANDO FL 32817      | BRADENTON FL 34205-780315 |                       |            |
| Delivered    | Jun 20, 2019  |                       |                           |                       |            |

|                         |                                |         |
|-------------------------|--------------------------------|---------|
| Ship Date: Jun 20, 2019 | Cust. Ref.: Sanctuary Cove CDD | P.O. #: |
| Payor: Shipper          | Dept. #:                       |         |

The Earned Discount for this ship date has been calculated based on a revenue threshold of USD 237,944.87. Net Charge represents minimum package charge for this parcel. As a result, full discounts may not apply.  
Net charge represents minimum package charge for this parcel.

|              |               |                       |                             |                       |            |
|--------------|---------------|-----------------------|-----------------------------|-----------------------|------------|
| Tracking ID  | 775524255868  | Sender                | Recipient                   | Transportation Charge | 8.23       |
| Service Type | Ppd, Domestic | Lubna Sikder          | LOCAL GOVERNMENT AUDITS/342 | Performance Pricing   | -0.38      |
| Zone         | 03            | PFM Group Consulting  | AUDITOR GENERAL             | Fuel Surcharge        | 0.57       |
| Packages     | 1             | 12051 Corporate Blvd. | 111 W MADISON ST            | Total Charge          | USD \$8.42 |
| Rated Weight | 1 lbs         | ORLANDO FL 32817      | CLAUDE PEPPER BLDG. RM.401  |                       |            |
| Delivered    | Jun 21, 2019  |                       | TALLAHASSEE FL 32399-655011 |                       |            |

|                         |                             |         |
|-------------------------|-----------------------------|---------|
| Ship Date: Jun 20, 2019 | Cust. Ref.: North Boulevard | P.O. #: |
| Payor: Shipper          | Dept. #:                    |         |

The Earned Discount for this ship date has been calculated based on a revenue threshold of USD 237,944.87. Net Charge represents minimum package charge for this parcel. As a result, full discounts may not apply.  
Net charge represents minimum package charge for this parcel.

|              |               |                       |                               |                       |            |
|--------------|---------------|-----------------------|-------------------------------|-----------------------|------------|
| Tracking ID  | 775517428169  | Sender                | Recipient                     | Transportation Charge | 7.85       |
| Service Type | Ppd, Domestic | Amanda Lane           | NICKI ROWAN                   | Fuel Surcharge        | 0.57       |
| Zone         | 02            | PFM                   | WOOD & ASSOCIATES ENGINEERING | Total Charge          | USD \$8.42 |
| Packages     | 1             | 12051 Corporate Blvd. | 1925 BARTOW RD                |                       |            |
| Rated Weight | 1 lbs         | ORLANDO FL 32817      | STE 100                       |                       |            |
| Delivered    | Jun 21, 2019  |                       | LAKELAND FL 33801-657725      |                       |            |

## Account Summary Report

Date Range: June 1, 2019 to June 30, 2019

Meter Group: All Meters

Meter 1W00 - 1376538 OLD at ORLANDO, FL

Meter 4W00 - 0347354 at ORLANDO, FL

### Meter Details

| Location    | Reader Name        | Serial Number | PHP Account Number |
|-------------|--------------------|---------------|--------------------|
| ORLANDO, FL | 4W00 - 0347354     | 0347354       | 24978470           |
| ORLANDO, FL | 1W00 - 1376538 OLD | 1376538       | 24978470           |

### Account Summary

| Account                  | Sub Account | Pieces | Total Charged |
|--------------------------|-------------|--------|---------------|
| Holly Hill Road East CDD |             | 77     | \$38.900      |
| Grand Total              |             |        | \$38.500      |

## Copy Count

Account: HOLY HILL ROAD EAST

Amount of Copies: 792

Total \$: 118.80

Month: June 2019

# Polk County Property Appraiser

MARSHA FAUX PROPERTY APPRAISER  
255 N WILSON AVE  
BARTOW FL 33830-3951  
Phone: (863)534-4775

## INVOICE: 4651674

Page: 1 of 1

\*\*\*\*\* CUSTOMER \*\*\*\*\*

HOLLY HILL ROAD EAST CDD  
12051 CORPORATE BLVD  
ORLANDO FL 32817

\*\*\*\*\* DELIVER TO \*\*\*\*\*

| Invoice Date     | Due Date    | Ship Via                                       | FOB        | Terms        | Reference |
|------------------|-------------|--|------------|--------------|-----------|
| 08/07/2019       | 08/07/2019  |  |            | DUE          | ADMIN/FEE |
| Contact          | Customer No | Phone  | Fax        | For          |           |
| JENNIFER GLASGOW | 469         | (407)382-3256                                  |            | 1% Admin Fee |           |
| Quantity         | UOM         | Description                                    | Unit Price | Extended     |           |
| 1.00             |             | Holly Hill Road East CDD 1% Administrative Fee | 4,010.2500 | 4,010.25     |           |
|                  |             |  | SUBTOTAL:  | 4,010.25     |           |
|                  |             |  | TOTAL DUE: | 4,010.25     |           |

RECEIVED AUG 09 2019

Detach and Return With Payment

Send Payment To:

Polk County Property Appraiser  
MARSHA FAUX PROPERTY APPRAISER  
255 N WILSON AVE  
BARTOW FL 33830-3951

Invoice: 4651674  
Customer: 469  
HOLLY HILL ROAD  
12051 CORPORATE BLVD  
ORLANDO FL 32817

TOTAL DUE: \$4,010.25  
AMOUNT PAID: \_\_\_\_\_



# **Holly Hill Road East Community Development District**

## **Monthly Financials**

**Holly Hill Road East CDD**  
**Statement of Financial Position**  
**As of 7/31/2019**

|  | General Fund       | Debt Service Fund     | Capital Projects Fund | Amenity Capital Projects Fund | Long-Term Debt        | Total                 |
|--|--------------------|-----------------------|-----------------------|-------------------------------|-----------------------|-----------------------|
| <b><u>Assets</u></b>                         |                    |                       |                       |                               |                       |                       |
| <b><u>Current Assets</u></b>                 |                    |                       |                       |                               |                       |                       |
| General Checking Account                     | \$95,715.56        |                       |                       |                               |                       | \$95,715.58           |
| Prepaid Expenses                             | 619.56             |                       |                       |                               |                       | 619.56                |
| Deposits                                     | 1,160.00           |                       |                       |                               |                       | 1,160.00              |
| Debt Service Reserve A1 Bond                 |                    | \$114,878.12          |                       |                               |                       | 114,878.12            |
| Debt Service Reserve A2 Bond                 |                    | 94,506.25             |                       |                               |                       | 94,506.25             |
| Revenue A1 Bond                              |                    | 103,413.97            |                       |                               |                       | 103,413.97            |
| Revenue A2 Bond                              |                    | 65,612.94             |                       |                               |                       | 65,612.94             |
| Interest A2 Bond                             |                    | 0.09                  |                       |                               |                       | 0.09                  |
| Prepayment A1 Bond                           |                    | 3,352.68              |                       |                               |                       | 3,352.68              |
| Prepayment A2 Bond                           |                    | 934,984.00            |                       |                               |                       | 934,984.00            |
| Redemption Account A1 Bond                   |                    | 180.02                |                       |                               |                       | 180.02                |
| Acquisition/Construction A2 Bond             |                    |                       | \$50.76               |                               |                       | 50.76                 |
| Total Current Assets                         | \$97,495.14        | \$1,336,928.07        | \$50.76               | \$0.00                        | \$0.00                | \$1,434,473.97        |
| <b><u>Investments</u></b>                    |                    |                       |                       |                               |                       |                       |
| Amount Available in Debt Service Funds       |                    |                       |                       |                               | \$1,336,928.07        | \$1,336,928.07        |
| Amount To Be Provided                        |                    |                       |                       |                               | 4,978,071.93          | 4,978,071.93          |
| Total Investments                            | \$0.00             | \$0.00                | \$0.00                | \$0.00                        | \$6,315,000.00        | \$6,315,000.00        |
| <b>Total Assets</b>                          | <b>\$97,495.14</b> | <b>\$1,336,928.07</b> | <b>\$50.76</b>        | <b>\$0.00</b>                 | <b>\$6,315,000.00</b> | <b>\$7,749,473.97</b> |
| <b><u>Liabilities and Net Assets</u></b>     |                    |                       |                       |                               |                       |                       |
| <b><u>Current Liabilities</u></b>            |                    |                       |                       |                               |                       |                       |
| Accounts Payable                             | \$1,642.78         |                       |                       |                               |                       | \$1,642.78            |
| Total Current Liabilities                    | \$1,642.78         | \$0.00                | \$0.00                | \$0.00                        | \$0.00                | \$1,642.78            |
| <b><u>Long Term Liabilities</u></b>          |                    |                       |                       |                               |                       |                       |
| Revenue Bonds Payable - Long-Term            |                    |                       |                       |                               | \$6,315,000.00        | \$6,315,000.00        |
| Total Long Term Liabilities                  | \$0.00             | \$0.00                | \$0.00                | \$0.00                        | \$6,315,000.00        | \$6,315,000.00        |
| <b>Total Liabilities</b>                     | <b>\$1,642.78</b>  | <b>\$0.00</b>         | <b>\$0.00</b>         | <b>\$0.00</b>                 | <b>\$6,315,000.00</b> | <b>\$6,316,642.78</b> |
| <b><u>Net Assets</u></b>                     |                    |                       |                       |                               |                       |                       |
| Net Assets, Unrestricted                     | \$28,907.63        |                       |                       |                               |                       | \$28,907.63           |
| Current Year Net Assets, Unrestricted        | (28,907.64)        |                       |                       |                               |                       | (28,907.64)           |
| Net Assets - General Government              | 27,153.80          |                       |                       |                               |                       | 27,153.80             |
| Current Year Net Assets - General Government | 68,698.57          |                       |                       |                               |                       | 68,698.57             |
| Net Assets, Unrestricted                     |                    | \$227,501.62          |                       |                               |                       | 227,501.62            |
| Current Year Net Assets, Unrestricted        |                    | 1,109,426.45          |                       |                               |                       | 1,109,426.45          |
| Net Assets, Unrestricted                     |                    |                       | \$359,611.69          |                               |                       | 359,611.69            |
| Current Year Net Assets, Unrestricted        |                    |                       | 263,544.95            |                               |                       | 263,544.95            |
| Net Assets - General Government              |                    |                       | (396,988.85)          |                               |                       | (396,988.85)          |
| Current Year Net Assets - General Government |                    |                       | (226,117.03)          |                               |                       | (226,117.03)          |
| <b>Total Net Assets</b>                      | <b>\$95,852.36</b> | <b>\$1,336,928.07</b> | <b>\$50.76</b>        | <b>\$0.00</b>                 | <b>\$0.00</b>         | <b>\$1,432,831.19</b> |
| <b>Total Liabilities and Net Assets</b>      | <b>\$97,495.14</b> | <b>\$1,336,928.07</b> | <b>\$50.76</b>        | <b>\$0.00</b>                 | <b>\$6,315,000.00</b> | <b>\$7,749,473.97</b> |

**Holly Hill Road East CDD**  
**Statement of Activities**  
**As of 7/31/2019**

|  | General Fund | Debt Service Fund | Capital Projects Fund | Amenity Capital Projects Fund | Long-Term Debt | Total          |
|--|--------------|-------------------|-----------------------|-------------------------------|----------------|----------------|
| <b><u>Revenues</u></b>                 |              |                   |                       |                               |                |                |
| On-Roll Assessments                    | \$139,870.18 |                   |                       |                               |                | \$139,870.18   |
| Off-Roll Assessments                   | 47,770.89    |                   |                       |                               |                | 47,770.89      |
| Other Income & Other Financing Sources | 684.20       |                   |                       |                               |                | 684.20         |
| Inter-Fund Transfers In                | (28,907.64)  |                   |                       |                               |                | (28,907.64)    |
| On-Roll Assessments                    |              | \$232,322.93      |                       |                               |                | 232,322.93     |
| Other Assessments                      |              | 1,017,643.19      |                       |                               |                | 1,017,643.19   |
| Inter-Fund Group Transfers In          |              | (47,253.05)       |                       |                               |                | (47,253.05)    |
| Debt Proceeds                          |              | 207,381.26        |                       |                               |                | 207,381.26     |
| Developer Contributions                |              |                   | \$203,759.83          |                               |                | 203,759.83     |
| Developer Advance                      |              |                   | 636,408.24            |                               |                | 636,408.24     |
| Inter-Fund Transfers In                |              |                   | 76,160.69             |                               |                | 76,160.69      |
| Debt Proceeds                          |              |                   | 2,522,618.74          |                               |                | 2,522,618.74   |
| Total Revenues                         | \$159,417.63 | \$1,410,094.33    | \$3,438,947.50        | \$0.00                        | \$0.00         | \$5,008,459.46 |
| <b><u>Expenses</u></b>                 |              |                   |                       |                               |                |                |
| Supervisor Fees                        | \$9,600.00   |                   |                       |                               |                | \$9,600.00     |
| D&O Insurance                          | 2,250.00     |                   |                       |                               |                | 2,250.00       |
| Trustee Services                       | 3,097.82     |                   |                       |                               |                | 3,097.82       |
| Management                             | 16,666.70    |                   |                       |                               |                | 16,666.70      |
| Engineering                            | 4,777.50     |                   |                       |                               |                | 4,777.50       |
| Dissemination Agent                    | 5,000.00     |                   |                       |                               |                | 5,000.00       |
| District Counsel                       | 19,402.76    |                   |                       |                               |                | 19,402.76      |
| Bond Counsel                           | 1,250.00     |                   |                       |                               |                | 1,250.00       |
| Assessment Administration              | 5,000.00     |                   |                       |                               |                | 5,000.00       |
| Audit                                  | 4,000.00     |                   |                       |                               |                | 4,000.00       |
| Travel and Per Diem                    | 248.09       |                   |                       |                               |                | 248.09         |
| Telephone                              | 58.67        |                   |                       |                               |                | 58.67          |
| Postage & Shipping                     | 157.47       |                   |                       |                               |                | 157.47         |
| Copies                                 | 819.30       |                   |                       |                               |                | 819.30         |
| Legal Advertising                      | 3,243.03     |                   |                       |                               |                | 3,243.03       |
| Miscellaneous                          | 61.00        |                   |                       |                               |                | 61.00          |
| Leased Space                           | 9,856.68     |                   |                       |                               |                | 9,856.68       |
| Property Taxes                         | 64.08        |                   |                       |                               |                | 64.08          |
| Web Site Maintenance                   | 1,250.00     |                   |                       |                               |                | 1,250.00       |
| Dues, Licenses, and Fees               | 175.00       |                   |                       |                               |                | 175.00         |

**Holly Hill Road East CDD**  
**Statement of Activities**  
**As of 7/31/2019**

|  | General Fund       | Debt Service Fund     | Capital Projects Fund | Amenity Capital Projects Fund | Long-Term Debt | Total                 |
|--|--------------------|-----------------------|-----------------------|-------------------------------|----------------|-----------------------|
| Maintenance Staff  | 1,325.00           |                       |                       |                               |                | 1,325.00              |
| Electric   | 576.06             |                       |                       |                               |                | 576.06                |
| Pool Electric  | 802.78             |                       |                       |                               |                | 802.78                |
| Water  | 298.17             |                       |                       |                               |                | 298.17                |
| Equipment Rental   | 295.00             |                       |                       |                               |                | 295.00                |
| General Insurance  | 2,750.00           |                       |                       |                               |                | 2,750.00              |
| Property & Casualty  | 453.00             |                       |                       |                               |                | 453.00                |
| Other Insurance  | 2,744.00           |                       |                       |                               |                | 2,744.00              |
| Irrigation   | 690.90             |                       |                       |                               |                | 690.90                |
| Landscaping Maintenance & Material                           | 12,762.00          |                       |                       |                               |                | 12,762.00             |
| Contingency  | 100.00             |                       |                       |                               |                | 100.00                |
| Streetlights   | 7,866.96           |                       |                       |                               |                | 7,866.96              |
| Swimming Pools   | 2,484.72           |                       |                       |                               |                | 2,484.72              |
| Principal Payments   |                    | \$75,000.00           |                       |                               |                | 75,000.00             |
| Interest Payments  |                    | 232,295.00            |                       |                               |                | 232,295.00            |
| Trustee Services   |                    |                       | \$4,750.00            |                               |                | 4,750.00              |
| Management   |                    |                       | 25,000.00             |                               |                | 25,000.00             |
| Engineering  |                    |                       | 52,690.75             |                               |                | 52,690.75             |
| District Counsel   |                    |                       | 72,287.14             |                               |                | 72,287.14             |
| Trustee Counsel  |                    |                       | 5,000.00              |                               |                | 5,000.00              |
| Bond Counsel   |                    |                       | 26,000.00             |                               |                | 26,000.00             |
| Developer Advance Repayment                                  |                    |                       | 226,117.03            |                               |                | 226,117.03            |
| Landscaping Maintenance & Material                           |                    |                       | 174,797.00            |                               |                | 174,797.00            |
| Contingency  |                    |                       | 2,824,289.64          |                               |                | 2,824,289.64          |
| Developer Advance Repayment                                  |                    |                       |                       | \$6.53                        |                | 6.53                  |
| Total Expenses   | \$120,126.69       | \$307,295.00          | \$3,410,931.56        | \$6.53                        | \$0.00         | \$3,838,359.78        |
| <b><u>Other Revenues (Expenses) &amp; Gains (Losses)</u></b> |                    |                       |                       |                               |                |                       |
| Interest Income  | \$499.99           |                       |                       |                               |                | \$499.99              |
| Interest Income  |                    | \$6,627.12            |                       |                               |                | 6,627.12              |
| Interest Income  |                    |                       | \$9,411.98            |                               |                | 9,411.98              |
| Interest Income  |                    |                       |                       | \$0.54                        |                | 0.54                  |
| Total Other Revenues (Expenses) & Gains (Losses)             | \$499.99           | \$6,627.12            | \$9,411.98            | \$0.54                        | \$0.00         | \$16,539.63           |
| <b>Change in Net Assets</b>                                  | <b>\$39,790.93</b> | <b>\$1,109,426.45</b> | <b>\$37,427.92</b>    | <b>(\$5.99)</b>               | <b>\$0.00</b>  | <b>\$1,186,639.31</b> |
| <b>Net Assets At Beginning Of Year</b>                       | <b>\$56,061.43</b> | <b>\$227,501.62</b>   | <b>(\$37,377.16)</b>  | <b>\$5.99</b>                 | <b>\$0.00</b>  | <b>\$246,191.88</b>   |
| <b>Net Assets At End Of Year</b>                             | <b>\$95,852.36</b> | <b>\$1,336,928.07</b> | <b>\$50.76</b>        | <b>\$0.00</b>                 | <b>\$0.00</b>  | <b>\$1,432,831.19</b> |

**Holly Hill Road East CDD**  
**Budget to Actual**  
**For the Month Ending 07/31/2019**

|   | Year To Date         |                      |                     | FY 2019<br>Adopted<br>Budget |
|---|----------------------|----------------------|---------------------|------------------------------|
|   | Actual               | Budget               | Variance            |                              |
| <b><u>Revenues</u></b>                              |                      |                      |                     |                              |
| On-Roll Assessments                                 | \$139,870.18         | \$ 115,260.00        | \$ 24,610.18        | \$ 138,312.00                |
| Off-Roll Assessments                                | 47,770.89            | 39,740.00            | 8,030.89            | 47,688.00                    |
| Other Income & Other Financing Sources              | 684.20               | -                    | 684.20              | -                            |
| Inter-Governmental Revenue (North Blvd CDD)         | 91.80                | 20,833.33            | (20,741.53)         | 25,000.00                    |
| <b>Net Revenues</b>                                 | <b>\$ 188,417.07</b> | <b>\$ 175,833.33</b> | <b>\$ 12,583.74</b> | <b>\$ 211,000.00</b>         |
| <b><u>General &amp; Administrative Expenses</u></b> |                      |                      |                     |                              |
| Supervisor Fees                                     | \$9,600.00           | \$ 5,000.00          | \$ 4,600.00         | \$ 6,000.00                  |
| D&O Insurance                                       | 2,250.00             | 2,333.33             | (83.33)             | 2,800.00                     |
| Trustee Services                                    | 3,097.82             | 5,000.00             | (1,902.18)          | 6,000.00                     |
| Management  | 16,666.70            | 16,666.67            | 0.03                | 20,000.00                    |
| Engineering   | 4,777.50             | 12,500.00            | (7,722.50)          | 15,000.00                    |
| Dissemination Agent                                 | 5,000.00             | 4,166.67             | 833.33              | 5,000.00                     |
| District Counsel                                    | 19,402.76            | 20,833.33            | (1,430.57)          | 25,000.00                    |
| Bond Counsel  | 1,250.00             | -                    | 1,250.00            | -                            |
| Assessment Administration                           | 5,000.00             | -                    | 5,000.00            | -                            |
| Audit   | 4,000.00             | 5,000.00             | (1,000.00)          | 6,000.00                     |
| Travel and Per Diem                                 | 248.09               | 416.67               | (168.58)            | 500.00                       |
| Telephone   | 58.67                | 166.67               | (108.00)            | 200.00                       |
| Postage & Shipping                                  | 157.47               | 250.00               | (92.53)             | 300.00                       |
| Copies  | 819.30               | 416.67               | 402.63              | 500.00                       |
| Legal Advertising                                   | 3,243.03             | 6,666.67             | (3,423.64)          | 8,000.00                     |
| Bank Fees   | -                    | 208.33               | (208.33)            | 250.00                       |
| Miscellaneous                                       | 61.00                | 4,249.99             | (4,188.99)          | 5,100.00                     |
| Playground Lease                                    | 9,856.68             | -                    | 9,856.68            | -                            |
| Property Taxes                                      | 64.08                | -                    | 64.08               | -                            |
| Web Site Maintenance                                | 1,250.00             | 2,416.67             | (1,166.67)          | 2,900.00                     |
| Dues, Licenses, and Fees                            | 175.00               | 208.33               | (33.33)             | 250.00                       |
| <b>Total General &amp; Administrative Expenses</b>  | <b>\$ 86,978.10</b>  | <b>\$ 86,500.00</b>  | <b>\$ 478.10</b>    | <b>\$ 103,800.00</b>         |

**Holly Hill Road East CDD**  
**Budget to Actual**  
**For the Month Ending 07/31/2019**

|  | Year To Date         |                      |                       | FY 2019<br>Adopted<br>Budget |
|--|----------------------|----------------------|-----------------------|------------------------------|
|  | Actual               | Budget               | Variance              |                              |
| <b><u>Field Expenses</u></b>                                 |                      |                      |                       |                              |
| General Insurance  | \$ 2,750.00          | \$ 2,583.33          | \$ 166.67             | \$ 3,100.00                  |
| Irrigation   | 690.90               | 833.33               | (142.43)              | 1,000.00                     |
| Landscaping Maintenance & Material                           | 12,762.00            | 16,666.67            | (3,904.67)            | 20,000.00                    |
| Flower & Plant Replacement                                   | -                    | 4,583.33             | (4,583.33)            | 5,500.00                     |
| Fertilizer / Pesticides                                      | -                    | 2,083.33             | (2,083.33)            | 2,500.00                     |
| Contingency  | 100.00               | 10,137.50            | (10,037.50)           | 12,165.00                    |
| Streetlights   | 7,866.96             | 8,160.00             | (293.04)              | 9,792.00                     |
| <b>Total Field Expenses</b>                                  | <b>\$ 24,169.86</b>  | <b>\$ 45,047.49</b>  | <b>\$ (20,877.63)</b> | <b>\$ 54,057.00</b>          |
| <b><u>Cabana &amp; Pool Expenses</u></b>                     |                      |                      |                       |                              |
| Security   | \$ -                 | \$ 5,833.33          | \$ (5,833.33)         | \$ 7,000.00                  |
| Maintenance Staff  | 1,325.00             | 7,291.67             | (5,966.67)            | 8,750.00                     |
| Electric   | 576.06               | 9,235.83             | (8,659.77)            | 11,083.00                    |
| Clubhouse Electric   | -                    | 972.50               | (972.50)              | 1,167.00                     |
| Pool Electric  | 802.78               | 11,156.67            | (10,353.89)           | 13,388.00                    |
| Water  | 298.17               | -                    | 298.17                | -                            |
| Equipment Rental   | 295.00               | -                    | 295.00                | -                            |
| Cable Television   | -                    | 437.50               | (437.50)              | 525.00                       |
| Property & Casualty  | 453.00               | 2,916.67             | (2,463.67)            | 3,500.00                     |
| Other Insurance  | 2,744.00             | -                    | 2,744.00              | -                            |
| Equipment Repair & Maintenance                               | -                    | 1,701.67             | (1,701.67)            | 2,042.00                     |
| Pest Control   | -                    | 485.83               | (485.83)              | 583.00                       |
| Signage & Amenities Repair                                   | -                    | 365.00               | (365.00)              | 438.00                       |
| Swimming Pools   | 2,484.72             | 3,889.17             | (1,404.45)            | 4,667.00                     |
| <b>Total Cabana &amp; Pool Expenses</b>                      | <b>\$ 8,978.73</b>   | <b>\$ 44,285.84</b>  | <b>\$ (35,307.11)</b> | <b>\$ 53,143.00</b>          |
| <b>Total Expenses</b>  | <b>\$ 120,126.69</b> | <b>\$ 175,833.33</b> | <b>\$ (55,706.64)</b> | <b>\$ 211,000.00</b>         |
| <b><u>Other Revenues (Expenses) &amp; Gains (Losses)</u></b> |                      |                      |                       |                              |
| Interest Income  | \$ 499.99            | \$ -                 | \$ 499.99             | \$ -                         |
| <b>Total Other Revenues (Expenses) &amp; Gains (Losses)</b>  | <b>\$ 499.99</b>     | <b>\$ -</b>          | <b>\$ 499.99</b>      | <b>\$ -</b>                  |
| <b>Net Income (Loss)</b>                                     | <b>\$ 68,790.37</b>  | <b>\$ -</b>          | <b>\$ 68,790.37</b>   | <b>\$ -</b>                  |