

ISLES OF BARTRAM PARK
Community Development District

November 20, 2019

Isles of Bartram

Community Development District

475 West Town Place, Suite 114, St. Augustine, Florida 32092
Phone: 904-940-5850 - Fax: 904-940-5899

November 13, 2019

Board of Supervisors
Isles of Bartram Park
Community Development District

Dear Board Members:

The regular meeting of the Isles of Bartram Park Community Development District will be held **Wednesday, November 20, 2019 at 2:00 p.m.** at the **offices of Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.** Following is the advance agenda for the meeting:

- I. Roll Call
- II. Audience Comment
- III. Approval of Minutes of the August 21, 2019 Meeting
- IV. Consideration of Resolution 2020-01, Setting a Public Hearing Date for the Purpose of Adopting Amended and Restated Rules of Procedure
- V. Conveyance of Stormwater Management Facility (SMF) to CDD
- VI. Consideration of FY 20 Audit Engagement Letter with Grau & Associates
- VII. Ratification of Agreement with NewAgeTutors LLC, DBA VGloablTech, for Website Auditing and Remediation Services
- VIII. Other Business
- IX. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Manager – Discussion of Amendments to the FY 20 Meeting Schedule
- X. Supervisors' Requests and Audience Comments
- XI. Financial Reports
 - A. Balance Sheet as of September 30, 2019 and Statement of Revenues & Expenditures
 - B. Assessment Receipt Schedule
 - C. Approval of Check Register
 - D. Consideration of Funding Request No. 36
- XII. Next Scheduled Meeting – February 19, 2020 at 2:00 p.m. at the offices of GMS
- XIII. Adjournment

Minutes from the August 21, 2019 meeting are enclosed for your review.

The fourth order of business is the consideration of Resolution 2020-01, Setting a Public Hearing Date for the Purpose of Adopting Amended and Restated Rules of Procedure. A copy of the resolution is enclosed for your review.

The fifth order of business is the conveyance of Stormwater Management Facility (SMF) to the CDD. A copy of the supporting documents will be provided under separate cover.

The sixth order of business is the consideration of FY 20 audit engagement letter with Grau & Associates. A copy of the letter is enclosed for your review.

The seventh order of business is the ratification of agreement with NewAgeTutors LLC, DBA VGlobalTech, for website auditing and remediation services. A copy of the agreement is enclosed for your review.

Listed under manager reports is the discussion of amendments to the FY20 meeting schedule.

Copies of the balance sheet and statement of revenue & expenditures, assessment receipt schedule, check register and funding request are enclosed for your review.

The balance of the agenda is routine in nature and staff will give their reports at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely,

James Oliver

James Oliver
District Manager
cc: Jason Walters
Darrin Mossing
Jennifer Gillis
Gabriel McKee

AGENDA

Isles of Bartram Park Community Development District Agenda

Tuesday
November 20, 2019
2:00 p.m.

Office of GMS
475 West Town Place, Suite 114
St. Augustine, FL 32092
islesofbartramparkcdd.com
Call In # 800-264-8432 Code 9694032

- I. Roll Call
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 - B. Assessment Receipt Schedule

C. Approval of Check Register

D. Consideration of Funding Request No. 36

XII. Next Scheduled Meeting – February 19, 2020 at 2:00 p.m. at the offices
of GMS

XIII. Adjournment

MINUTES

MINUTES OF MEETING
ISLES OF BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Isles of Bartram Park Community Development District was held on Tuesday, August 21, 2019 at 11:00 a.m. at the Offices of GMS, 475 West Town Place, Suite 114, St. Augustine, FL 32092.

Present and constituting a quorum were:

Zenzi Rogers	Chairperson
Chris Mayo	Vice Chairman
Joe Panchula	Supervisor
Ginny Feiner	Supervisor

Also present were:

Jim Oliver	District Manager
Jason Walters	District Counsel

FIRST ORDER OF BUSINESS

Roll Call

Mr. Oliver called the meeting to order at 11:00 a.m.

SECOND ORDER OF BUSINESS

Audience Comment

There were no members of the public in attendance.

THIRD ORDER OF BUSINESS

Affidavit of Publication

Mr. Oliver stated included in your agenda package is the affidavit of publication of notices in the St. Augustine Record for today's public hearing.

FOURTH ORDER OF BUSINESS

Approval of Minutes of the May 15, 2019 Meeting

Mr. Oliver stated included in your agenda package is a copy of the minutes of the May 15, 2019 meeting. Are there any additions, corrections or deletions?

On MOTION by Ms. Rogers seconded by Mr. Panchula with all in favor the Minutes of the May 15, 2019 Meeting were approved.

FIFTH ORDER OF BUSINESS

**Public Hearing to Adopt the Budget for
Fiscal Year 2020**

**A. Consideration of Resolution 2019-05, Relating to Annual Appropriations and
Adopting the Budget for Fiscal Year 2020**

Mr. Oliver stated the only difference you will see in the budget since you approved it is that the total assessments have gone up on page one from \$143,000 to \$179,000 for Fiscal Year 2020. Per unit assessments remain the same as FY19. The Developer contributions line item has been reduced from almost \$59,000 to \$26,000. There is a slight increase in budgeted expenditures from \$202,000 to \$205,000.

On MOTION by Ms. Rogers seconded by Mr. Panchula with all in favor the Public Hearing to Adopt the Budget for Fiscal Year 2020 was opened.

There were no members of the public in attendance.

On MOTION by Ms. Rogers seconded by Mr. Mayo with all in favor the Public Hearing to Adopt the Budget for Fiscal Year 2020 was closed.

On MOTION by Ms. Rogers seconded by Ms. Feiner with all in favor Resolution 2019-05 Relating to Annual Appropriations and Adopting the Budget for Fiscal Year 2020 was approved.

**B. Consideration of Resolution 2019-06, Imposing Special Assessments and
Certifying an Assessment Roll**

Mr. Walters stated included in your agenda package is Resolution 2019-06, which certifies the assessments.

On MOTION by Ms. Rogers seconded by Ms. Feiner with all in favor Resolution 2019-06 Imposing Special Assessments and Certifying an Assessment Roll was approved.

Mr. Oliver stated there is a Developer contribution section that dropped down to about \$26,000 for this year. Every year we approve a Developer Funding Agreement to make up the deficit.

On MOTION by Ms. Rogers seconded by Mr. Mayo with all in favor the Developer Funding Agreement was approved in substantial form.

SIXTH ORDER OF BUSINESS

Consideration of Renewals of Service Agreements

There being none, the next item followed.

SEVENTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being none, the next item followed.

B. Engineer – Presentation of 2019 Engineer’s Report Bond Series 2016 and Series 2017

Mr. Oliver stated included in your agenda package is a copy of the 2019 Engineer’s Report regarding the improvements that were funded by the Series 2016 and 2017 bonds. In the letter, the District Engineer states that he inspected the District’s facilities and found them to be generally in good repair and he did not recommend any additional maintenance or repair.

On MOTION by Ms. Rogers seconded by Mr. Mayo with all in favor the 2019 Engineer’s Report Bond Series 2016 and Series 2017 was approved.

C. Manager – Presentation of Proposed FY20 Meeting Schedule

Mr. Oliver stated included in your agenda package is the proposed meeting schedule for Fiscal Year 2020.

Ms. Rogers stated let’s change the time of the meetings to be held at 2:00 p.m.

On MOTION by Ms. Rogers seconded by Ms. Feiner with all in favor the Annual Meeting Schedule for FY20 was approved as amended.

NINTH ORDER OF BUSINESS

Supervisors’ Requests and Audience Comments

Ms. Rogers asked what about the ponds in the new phases being conveyed?

Mr. Oliver responded staff will coordinate necessary action.with Chair and the Board can ratify the conveyances at a subsequent meeting.

TENTH ORDER OF BUSINESS

Financial Reports

A. Balance Sheet as of July 31, 2019 and Statement of Revenues & Expenditures

Mr. Oliver stated included in your agenda package is a copy of the balance sheet and income statement.

B. Assessment Receipt Schedule

Mr. Oliver stated included in your agenda package is an assessment receipt schedule.

C. Approval of Check Register

Mr. Oliver stated included in your agenda package is a check register.

On MOTION by Ms. Rogers seconded by Ms. Feiner with all in favor the Check Register was approved.

On MOTION by Ms. Rogers seconded by Mr. Mayo with all in favor Funding Request #35 totaling \$14,655.22 was approved.

ELEVENTH ORDER OF BUSINESS

Next Scheduled Meeting – TBD

Mr. Oliver stated the next scheduled meeting is November 20, 2019 at 2:00 p.m.

TWELFTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Rogers seconded by Mr. Mayo with all in favor the Meeting was adjourned.

Secretary / Assistant Secretary

Chairperson / Vice Chairperson

FOURTH ORDER OF BUSINESS

RESOLUTION 2020-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ISLES OF BARTRAM PARK 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, Isles of Bartram Park 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 St. Johns County, Florida; and

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

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

SECTION 1. A Public Hearing will be held to adopt the District's Amended and Restated Rules of Procedure on _____, 20__, at _____ .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 20 day of November, 2019.

ATTEST:

**ISLES OF BARTRAM PARK
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

TO: Isles of Bartram Park Community Development District
Board of Supervisors

FROM: Jason Walters

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

DATE: September 18, 2019

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

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

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

Financial Disclosure Coordination (Page 9)

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

Agenda and Meeting Materials (Page 11)

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

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

Flexibility for Board Authorization (Page 13)

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

Security and Firesafety Board Discussions (Page 14)

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

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

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

Notice of Competitive Solicitation (Pages 27 and 36)

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

Procedure Regarding Auditor Selection (Page 31)

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

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

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

Contract Periods (Pages 34, 56, and 59)

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

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

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

Protest Bonds (Pages 61–62)

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

Minor Changes

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION 2020-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ISLES OF BARTRAM PARK COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED AND RESTATED RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Isles of Bartram Park Community Development District (“**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within St. Johns County, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the District has previously adopted Rules of Procedure to govern the administration of the District; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Amended and Restated Rules of Procedure attached hereto as **Exhibit A** for immediate use and application; and

WHEREAS, the Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

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

SECTION 1. The attached Amended and Restated Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Amended and Restated Rules of Procedure replace all prior versions of the Rules of Procedure and shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, *Florida Statutes*.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this ____ day of _____, 20__.

ATTEST:

**ISLES OF BARTRAM PARK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman, Board of Supervisors

Exhibit A: Amended and Restated Rules of Procedure

EXHIBIT A:
AMENDED AND RESTATED RULES OF PROCEDURE

AMENDED AND RESTATED
RULES OF PROCEDURE

COMMUNITY DEVELOPMENT DISTRICT

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Rule 1.0 General.

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

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

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

Rule 1.1 Board of Supervisors; Officers and Voting.

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

conduct all meetings of the Board. In the event the Chairperson is unable to attend a meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

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

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

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

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

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

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

Law Implemented: §§ 112.3143, 190.006, 190.007, Fla. Stat.

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

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

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

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

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

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

the requested records. After the request has been fulfilled, additional payments or credits may be due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

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

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

Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, 449.07, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language:- "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (____) _____. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

- (f) The following or substantially similar language:- “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”
- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare ~~a notice and an agenda~~ of the meeting/hearing/workshop. The notice and agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seventy-two (72) hours seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) District Manager
 - 1. Financial Report
 - 2. Approval of Expenditures
- Supervisor’s requests and comments
- Public comment
- Adjournment

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

published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, Approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
 - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's ~~attorneys~~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: §§ 190.011(5), 190.011(15), Fla. Stat.

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

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
 - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District’s statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing

by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

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

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

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

existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:

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

- (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
 - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
 - (d) The Board shall grant or deny a petition for variance or waiver; and shall announce such disposition at a publicly held meeting of the Board, within ~~sixty (60)~~ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.
- (13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

Law Implemented: §§ 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed ~~one~~two million dollars (\$~~1~~2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed ~~five~~two hundred thousand dollars (\$~~50~~200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.

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

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

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

- (o) “Request for Proposals” or “RFP” is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.
- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
 - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;
 - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
 - (viii) Whether the entity/individual is a certified minority business enterprise.

- (q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response” all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

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

Law Implemented: §§ 190.033, 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under ~~The~~the Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.

- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:

~~_____ (a) Hold all required applicable federal licenses in good standing, if any;~~

~~_____ (b) Hold all required applicable state professional licenses in good standing;~~

~~_____ (b) Hold all required applicable federal licenses in good standing, if any;~~

(c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and

(d) Meet any qualification requirements set forth in the District's Request for Qualifications.

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

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. ~~Consultants who provide their name and address to the District Manager for inclusion on the list shall receive~~

~~notices by mail.~~ The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

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

with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications.

Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

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

(1) Definitions.

- (a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
- (b) "Committee" means the ~~audit~~auditor selection committee appointed by the Board as described in section (2) of this Rule.

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

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

- (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

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

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

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

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

- (4) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.

- (5) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals ("RFP"). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.
- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (7) Board Selection of Auditor.
- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm; or document in its public records the reason for not selecting the highest-ranked qualified firm.

- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
 - (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than ~~July 1~~ June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule; but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule

shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

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

Rule 3.3 Purchase of Insurance.

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

offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

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

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

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

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

responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

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

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

(a) (j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

(a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:

- i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
- ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
- iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
- iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
- v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
- vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.

- vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
 - viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
 - ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
 - x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
 - xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
 - xii. The vendor or affiliate(s) has been convicted of a contract crime.
 - 1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
 - 2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- i. Impacts on project schedule, cost, or quality of work;
- ii. Unsafe conditions allowed to exist;
- iii. Complaints from the public;
- iv. Delay or interference with the bidding process;
- v. The potential for repetition;
- vi. Integrity of the public contracting process;
- vii. Effect on the health, safety, and welfare of the public.

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

Rule 3.5 Construction Contracts, Not Design-Build.

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

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold ~~the~~all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

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

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting, and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in

accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may ~~take whatever steps reasonably necessary in order to proceed with the procurement of construction services,~~ in the manner the Board determines is in the best interests of the District, which ~~steps~~ may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
- (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the ~~contractor~~contract; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

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

Rule 3.6 Construction Contracts, Design-Build.

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

competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects ~~such as~~ including but not limited to reemployment assistance, safety, tax withholding, worker's compensation,

unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

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

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting, and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) ~~proposals~~ Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no ~~proposals~~ Responsive Proposals are received, the District may ~~take whatever steps reasonably necessary in order to~~ proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which steps may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand

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

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. ~~Failing accord~~Should the Board be unable to negotiate a satisfactory contract with the ~~firm~~ considered to be the second most qualified ~~firm~~, ~~the Board~~ at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must ~~terminate negotiations~~ ~~be terminated~~. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package, and shall provide the Board with a report of the same.

- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
- (5) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

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

Rule 3.7 Payment and Performance Bonds.

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

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

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

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

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

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

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

lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

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

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) ~~bids, proposals, replies~~ Responsive Bids, Proposals, Replies, or responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may ~~take whatever steps reasonably necessary in order to proceed~~ with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best

interests of the District, which steps may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for ~~a period that may not exceed three (3) years or the term of the original contract, whichever period is longer~~ a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

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

Rule 3.9 Maintenance Services.

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

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

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

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

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

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

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.

Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

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

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

Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

Rule 3.11 — Protests ~~With Respect To Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.~~

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

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

(1) **Filing.**

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

- (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, the Board may require

any person who files a notice of protest ~~to~~must post ~~a~~the protest bond ~~in the. The amount equal to 1% of the anticipated contract amount that is the subject of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law.~~ In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

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

- (d) Enter orders; and
- (e) Make or receive offers of settlement, stipulation, and adjustment.

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

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

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

Rule 4.0 Effective Date.

These Rules shall be effective _____, ~~2018~~20, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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

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

SIXTH ORDER OF BUSINESS



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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September 20, 2019

Board of Supervisors
Isles of Bartram Park Community Development District
c/o GMS, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

We are pleased to confirm our understanding of the services we are to provide Isles of Bartram Park Community Development District, St. Johns County, Florida ("the District") for the fiscal year ended September 30, 2019, with the option of one (1) additional one-year renewal. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Isles of Bartram Park Community Development District as of and for the fiscal year ended September 30, 2019, with the option of one (1) additional one-year renewal. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedule

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards

and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Management Responsibilities

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. Further, management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. As part of the audit, we will assist with preparation of your financial statements and related notes in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. As part of our engagement, we may propose standard adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of the proposed entries and the impact they have on the financial statements.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and

recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may

provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Auditor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Grau & Associate's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Grau & Associates, Grau & Associates shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN.

This agreement provides for a contract period of one (1) year with the option of one (1) additional, one-year renewal upon the written consent of both parties. Our fee for these services will not exceed \$4,000 for the September 30, 2019. Our fee for the fiscal year 2020 audit will not exceed \$4,100 unless there is a change in activity by the District which results in additional audit work or if Bonds are issued.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.


The District may terminate this agreement, with or without consent, upon thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the date of the notice of termination subject to any offsets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2016 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Isles of Bartram Park Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Isles of Bartram Park Community Development District.

By: _____

Title: _____

Date: _____



PEER REVIEW PROGRAM

is proud to present this
Certificate of Recognition
to

Grau & Associates

For having a system of quality control for its accounting and auditing practice in effect for the year ended June 30, 2016 which has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and which was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

A handwritten signature in cursive script, reading "Anita Ford", written over a horizontal line.

Anita Ford, Chair
AICPA Peer Review Board
2016

SEVENTH ORDER OF BUSINESS

**AGREEMENT BETWEEN THE ISLES OF BARTRAM PARK COMMUNITY
DEVELOPMENT DISTRICT AND NEWAGETUTORS LLC, D/B/A VGLOBALTECH,
FOR
WEBSITES AUDITING AND REMEDIATION SERVICES**

THIS AGREEMENT (this "**Agreement**") is entered into as of this ____ day of March, 2019 by and between:

Isles of Bartram Park Community Development District, a local unit of special-purpose government, established and existing pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the "**District**"), and

NewAgeTutors LLC, d/b/a VGlobaITech, a Florida limited liability company, with a mailing address of 636 Fanning Drive, Winter Springs, Florida 32708 ("**Contractor**").

RECITALS

WHEREAS, the District is a local unit of special-purpose government, created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, pursuant to section 189.069, *Florida Statutes*, the District must maintain an official website containing, at minimum, the statutorily required information. Additionally, the District assists in operating a community-wide website for the residents within the District (together, the "**Websites**"); and

WHEREAS, the District has a need to obtain a qualified independent contractor to perform audits of the Websites to ensure compliance with the accessibility requirements of Title II of the Americans with Disabilities Act ("**ADA**"), which ADA accessibility requirements and standards may change from time to time, and to remediate or otherwise convert the Websites to meet such ADA accessibility requirements, all as more particularly described herein and in the proposal attached hereto as **Exhibit A** and made a part herein (together, the "**Services**"); and

WHEREAS, Contractor represents and warrants to the District that it is qualified, willing and capable of providing the Services; and

WHEREAS, the District and Contractor desire to enter into this Agreement for the purposes stated herein and the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

Section 1. Recitals. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

Section 2. Scope of Work. Contractor shall provide Services in accordance with the terms provided in this Agreement and in **Exhibit A**, which Services include:

A. Technological Audit. Contractor shall perform a Technological Audit of the Websites by using software and algorithms available to Contractor, including but not limited to “ADAChecker,” that evaluates compliance based on federally recommended ADA best practices for state and local governments, including but not limited to Web Content Accessibility Guidelines 2.0 or 2.1 (“WCAG Standards”), which standards may change from time to time as promulgated by federal law and rulemaking. Specifically, Contractor shall, at a minimum:

- i. cross-check compatibility of the Websites with various technology mediums, including but not limited to mobile phones, tablets, laptop computers and desktop computers, for accessibility;
- ii. convert up to two (2) years’ accumulation of PDF documents to accessible formats for assistive technologies and provide the District with the training, means and methods by which the District is able to convert PDF or other documents not converted by Contractor, which may include but is not limited to the provision of “VGlobalTech” software for conversion of documents;
- iii. provide a webpage disclaimer statement that includes notice of the District’s engagement of Contractor for ADA specific services, in an effort to bring the Websites into ADA compliance and include an accessibility policy on the Websites;
- iv. provide Contractor’s ADA compliance seal for display on the Websites; and
- v. provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement and **Exhibit A**, recognizing the District is relying on Contractor’s expertise for Website design/best practices in accordance with the ADA.

B. Additional Services. The following services are neither included in the Scope of Services in this Section nor in the Compensation for Services as provided in Section 3 of this Agreement. If the District desires additional work or services provided in this subsection or otherwise, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiation regarding the terms of the additional work, including scope and compensation, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement prior to commencement of any such additional work. The following is a non-exhaustive list of possible additional services that the District may request of Contractor:

- i. providing assistive support, including assistance in converting newly added documents and upgrading to new ADA recommended standards, if any, and regularly corresponding with the District staff on such items as updates, changes and recommendations, however Contractor shall be responsible for notifying the District of any known changes to ADA accessibility requirements for the District’s website;
- ii. attending conference call or in-person meeting, as requested by the District, to review metrics, results and monthly summaries of maintenance performed to-date;
- iii. performing human audit(s) of the Websites;

- iv. providing a point of contact to respond to requests for Websites accommodation;
- v. converting documents for a public records requests received by the District; and
- vi. providing assistive support to District staff that is in excess of one (1) hour per month, at a rate not to exceed Twenty-Five Dollars (\$25.00) per hour.

Section 3. Compensation. As compensation for the Services, the District agrees to pay Contractor in accordance with the following terms:

A. Technological Audit. For performance of the Technological Audit as provided in Section 2(A) of this Agreement, the District shall pay One Thousand Seven Hundred Fifty Dollars (\$1,750.00). Contractor shall invoice the District upon completion of the Technological Audit.

B. Invoices; Payment. Contractor shall maintain records conforming to usual accounting practices. Further, Contractor shall render each invoice to the District in writing, which shall be delivered promptly upon completion of each Service. Each invoice shall contain, at a minimum, the District's name, Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each allowing the District to approve each cost, the time frame within which the Services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, *et al.*, *Florida Statutes*, the invoices shall be due and payable within forty-five (45) days of receipt by the District.

C. Disputed Amounts. The District may withhold any portion of invoice payment that it disputes in good faith ("**Disputed Amounts**"). In such an event, the District shall nonetheless pay any undisputed amounts and provide to Contractor a sufficiently detailed written explanation of its basis for withholding the Disputed Amounts. Any controversy relating to amounts owed by Customer hereunder shall be considered a Dispute, as defined in Section 10(d) of this Agreement, and subject to the resolution procedures provided in this Agreement. If it is resolved that the Disputed Amounts are in fact owed to Contractor, the District shall remit payment to Contractor within five (5) days of such resolution.

Section 4. Term and Termination.

A. Term. This Agreement shall become effective upon the date and year first written above and shall be in effect until terminated by either party in accordance with the terms of this Agreement.

B. Termination. The District agrees that Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to Contractor. Contractor agrees that the District may terminate this Agreement without cause; provided that the District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for all Services rendered up until the effective termination

of this Agreement, subject to whatever claims or offsets the District may have against Contractor as the sole means of recovery for termination.

Section 5. Representations, Warranties and Covenants. Contractor represents, warrants, and covenants that (a) the Services shall be performed by qualified personnel in a professional and workmanlike manner in accordance with ADA and other website accessibility compliance standards, including but not limited to WCAG Standards and other federally recommended guidelines, as may be amended from time to time; and (b) neither the Services nor any product provided by Contractor shall infringe, misappropriate, or otherwise violate the intellectual property rights of any third party.

Section 6. Intellectual Property.

A. Contractor Materials. Except as provided herein, Contractor shall retain all right, title, and interest in and to (i) all patents, trademarks, service marks, copyrights, and other intellectual property or proprietary rights of Contractor used in or otherwise associated with the Services, and other materials provided to the District hereunder; and (ii) all trade secrets, technical specifications and data to the extent they are intellectual property, and inventions which are authored, conceived, devised, developed, reduced to practice, or otherwise performed by Contractor which arise out of Contractor's performance of the Services, none of which shall be deemed a "work made for hire" under the Copyright Act of 1976 (collectively, "**Contractor Materials**"), and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive Contractor of any of its intellectual property and proprietary interests associated therewith. Subject to the foregoing, Contractor grants to the District a non-exclusive, non-transferable worldwide perpetual limited right and license to access and use the Contractor Materials in connection with the ordinary and intended use by the District as contemplated in this Agreement, including viewing, downloading and printing the Contractor Materials for the District's use, and without in any case removing Contractor's copyright, trademark or other intellectual property ownership notices.

B. The District Materials; Publicity and Trademarks. The District shall own the Websites, domain name, all e-mail addresses, and all website and e-mail content, under all circumstances. In the event of a termination of this Agreement for any reason, Contractor shall take all necessary steps to transfer, or otherwise allow the District to retain, such website, domain name, e-mail addresses and content of the same. Additionally, to the extent applicable, Contractor shall take commercially reasonable precautions consistent with industry standards to protect confidential information, including, e.g., credit card information and other sensitive information protected under Florida's Public Records Laws. Contractor shall immediately notify the District of any breach or loss of data, and take such steps as are reasonably necessary to address any such issue. Except as provided herein, the District shall retain all right, title, and interest in and to all intellectual property of the District provided or made available to the Contractor in connection with Contractor's Services (collectively, "**District Materials**") and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive the District of any of its intellectual property or other proprietary interests associated therewith, if any. Subject to the foregoing, the District grants to Contractor a non-exclusive, non-transferable worldwide limited right and license to access and use such District Materials in connection with the provision of the Services as contemplated by this Agreement. Further, the District permits Contractor to identify the District as a customer of Contractor in Contractor's marketing materials (including

using the District's name and logo for such limited purposes).

The District further acknowledges and agrees that for Contractor to perform the Services, it must, in some cases, give Contractor remote access to areas behind log-ins that are to be audited hereunder, including, without limitation to content management systems and/or servers (collectively, "**System**"), and agrees that it will furnish to Contractor all necessary information and/or user names and passwords required to do so. Contractor agrees to follow commercially reasonable security policies for accessing the District's System including any specific security procedures as may be communicated to Contractor by the District prior to Contractor accessing the System. Contractor shall on its own or through coordination with the District's Websites provider, create a back-up copy of all data that may be affected by Contractor's access to the System.

C. Right to Display Contractor's Compliance Shield / Accessibility Policy. The District may display a Contractor-provided compliance shield and customized accessibility policy on its Websites and web applications. The compliance shield shall remain under the full ownership and control of Contractor. The District is expressly prohibited from using the compliance shield for any purpose not specifically authorized by this Agreement, and in no event may use such shield for or on behalf of any other party or in connection with any domain name and/or organization name other than those being scanned or serviced in connection with the Services.

Section 7. Public Records. Contractor understands and agrees that all documents or on-line content of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is James Perry ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the Work; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, AS TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE

**CUSTODIAN OF PUBLIC RECORDS AT (904) 940-5850,
JPERRY@GMSNF.COM, OR AT 475 WEST TOWN PLACE,
SUITE 114, ST. AUGUSTINE, FLORIDA 32092.**

Section 8. Indemnity.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, staff, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. This specifically includes a lawsuit based on lack of ADA compliance or other website compliance insufficiencies. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

Section 9. Scrutinized Companies Statement. Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Contract.

Section 10. General Provisions.

A. **Conflicts.** The terms of this Agreement and **Exhibit A** are intended to complement each other, and to the extent they conflict, the terms of **Exhibit A** shall control only to the extent that such provisions provide clarifications on Services and materials to be provided by Contractor pursuant to **Exhibit A**; in all other respects, the provisions of this Agreement shall control.

B. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power

and authority to comply with the terms and provisions of this Agreement.

C. Independent Contractor. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer, or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction, and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

D. Dispute Resolution. Before initiating any legal claim or action (except with respect to equitable relief), the parties agree to attempt in good faith to settle any dispute, controversy, or claim arising out of or related to this Agreement or the Services (collectively, "**Dispute**") through discussions which shall be initiated upon written notice of a Dispute by either party to the other. If the parties cannot resolve the Dispute within ten business days, then the parties shall attempt to settle the Dispute by mediation. If mediation is unsuccessful, the parties may then proceed to filing a claim in the appropriate jurisdictional court in accordance with this Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

E. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to the principles of conflict of laws. Except for actions seeking injunctive relief (which may be brought in any appropriate jurisdiction), suits under this agreement shall only be brought in a court of competent jurisdiction in the county of St. Johns, Florida. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. The District and Contractor waive any right they may have to assert the doctrine of *forum non conveniens* or similar doctrine, or to object to venue with respect to any proceeding brought in accordance with this Section.

F. Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be

barred under the Doctrine of Sovereign Immunity or by operation of law.

G. Third Party Beneficiaries. This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.

H. Default and Protection against Third Party Interference. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

I. Notices. All notices, requests, consents, and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, as follows:

If to Contractor: NewAgeTutors LLC
d/b/a VGglobalTech
636 Fanning Drive
Winter Springs, Florida 32708
Attn: Vaibhav V. Joshi

If to District: Isles of Bartram Park Community
Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager

With a copy to: Hopping Green & Sams PA
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify

the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

J. Entire Agreement. This Agreement, together with **Exhibit A**, sets forth the entire agreement of the parties, and supersedes any prior agreements or statements with respect to the subject matter hereof.

K. Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

L. Assignment. Neither the District nor Contractor may assign this Agreement without the prior written consent of the other. Any purported assignment without such consent shall be null and void.

M. Amendments. This Agreement may be amended or modified only by a written instrument duly executed by both parties.

N. Force Majeure. If either party is prevented from performing any of its obligations under this Agreement due to any cause beyond the party's reasonable control, including, without limitations, an "act of God," fire, flood, war, strike, government regulation, civil or military authority, acts or omissions of transmitters, utilities, providers or hackers, the time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence.

O. Survival. In addition to such other provisions hereof which, by their terms, survive any termination or expiration of this Agreement, Section 5 (Representations, Warranties and Covenants), Section 6 (Intellectual Property), Section 7 (Public Records), Section 8 (Indemnity), and Section 10 (General Provisions) shall survive any termination or expiration of this Agreement.

P. Waiver. No breach of any term of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such breach. Any failure or delay by either party to exercise any right, power, or privilege under this Agreement shall not be deemed a waiver of any such right, power, or privilege under this Agreement on that or any subsequent occasion. Any waiver by either party, whether express or implied, of any provision of this Agreement, any waiver of default, or any course of dealing hereunder, shall not affect such party's right to thereafter enforce such provision or to exercise any right or remedy in the event of any other default or breach, whether or not similar.

Q. Counterparts. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgement pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

R. Arm's Length Transaction. This Agreement has been negotiated fully between the parties as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In case of a Dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either party.

S. Descriptive Headings. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the date and year first set forth above.

ATTEST:

**ISLES OF BARTRAM PARK
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary

Chairperson, Board of Supervisors

WITNESS:

**NEWAGETUTORS LLC, D/B/A
VGLOBALTECH**, a Florida limited
liability company

Print Name:

By: Vaibhav V. Joshi, Owner

Exhibit A: Proposal for Services

Exhibit A
Proposal for Service

Website Compliance Proposal For

Isle of Bartram Park CDD

(<http://www.islesofbartramparkcdd.com/>)

Website Accessibility for People with Disabilities as per

Nondiscrimination requirements of Title II of the American Disabilities Act (ADA)

Date	Version#	Comments	Author
May 25, 2018	1.0	Initial version	VB Joshi
June 18, 2018	1.1	Added document conversion cost	VB Joshi Kristen Thornburgh
June 21, 2018	1.2	Added WCAG Standards Compliance	VB Joshi
August 10, 2018	1.3	Added CDD Specific details	VB Joshi
August 13, 2018	1.4	Updated pricing for simple, medium and high complexity CDD websites	As per requirements from Ariel and Valerie
August 28, 2018	2.0	Updated conversion and support costs based on discussed scope	As per meeting with GMSCFL

Presented by: VB Joshi, CEO, VGlobalTech, Orlando, Florida



Project: ADA and WCAG Website Compliance

Service Providers: VGlobalTech LLC, Orlando, Florida, USA

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Private and Confidential Document. No part of this document shall be produced, sent, copied to any parties if it is not intended for. It is intended for the entities listed clearly on this proposal. Any distribution without written consent shall be prosecuted.

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1.0 Introduction

Every individual must have equal access to information whether it is in person service or online. This is a general agreement and understanding of access.

The Internet has dramatically changed the way state and local governments do business. Today, government agencies routinely make much more information about their programs, activities, and services available to the public by posting it on their websites. As a result, many people can easily access this information seven days a week, 24 hours a day.

Many government services and activities are also provided on websites because the public is able to participate in them at any time of day and without the assistance of government personnel. Many government websites offer a low cost, quick, and convenient way of filing tax returns, paying bills, renewing licenses, signing up for programs, applying for permits or funding, submitting job applications, and performing a wide variety of other activities.

The Americans with Disabilities Act (ADA) and, if the government entities receive federal funding, the Rehabilitation Act of 1973 generally require that state and local governments provide qualified individuals with disabilities equal access to their programs, services, or activities unless doing so would fundamentally alter the nature of their programs, services, or activities or would impose an undue burden. One way to help meet these requirements is to ensure that government websites have accessible features for people with disabilities, using the simple steps described in this document. An agency with an inaccessible website may also meet its legal obligations by providing an alternative accessible way for citizens to use the programs or services, such as a staffed telephone information line. These alternatives, however, are unlikely to provide an equal degree of access in terms of hours of operation and the range of options and programs available.

Visit <http://vglobaltech.com/website-compliance/> for more details, do a website compliance check on your website and to download a PDF proposal.

1.1 Common Problems and Solutions in Website Accessibility?

1.1.1 Problem: Images Without Text Equivalents

Solution: Add a Text Equivalent to Every Image

Adding a line of simple HTML code to provide text for each image and graphic will enable a user with a vision disability to understand what it is. Add a type of HTML tag, such as an "alt" tag for brief amounts of text or a "longdesc" tag for large amounts, to each image and graphic on your agency's website.

The words in the tag should be more than a description. They should provide a text equivalent of the image. In other words, the tag should include the same meaningful information that other users obtain by looking at the image. In the example of the mayor's picture, adding an "alt" tag with the words "Photograph of Mayor Jane Smith" provides a meaningful description.

In some circumstances, longer and more detailed text will be necessary to convey the same meaningful information that other visitors to the website can see. For example, a map showing the locations of neighborhood branches of a city library needs a tag with much more information in text format. In that instance, where the map conveys the locations of several facilities, add a "longdesc" tag that includes a text equivalent description of each location shown on the map – e.g., "City Center Library, 433 N. Main Street, located on North Main Street between 4th Avenue and 5th Avenue."

1.1.2 Problem: Documents Are Not Posted In an Accessible Format

Solution: Post Documents in a Text-Based Format

Always provide documents in an alternative text-based format, such as HTML or RTF (Rich Text Format), in addition to PDF. Text-based formats are the most compatible with assistive technologies.

1.1.3 Problem: Specifying Colors and Font Sizes

Solution: Avoid Dictating Colors and Font Settings

Websites should be designed so they can be viewed with the color and font sizes set in users' web browsers and operating systems. Users with low vision must be able to specify the text and background colors as well as the font sizes needed to see webpage content.

1.1.4 Problem: Videos and Other Multimedia Lack Accessible Features

Solution: Include Audio Descriptions and Captions

Videos need to incorporate features that make them accessible to everyone. Provide audio descriptions of images (including changes in setting, gestures, and other details) to make videos accessible to people who are blind or have low vision. Provide text captions synchronized with the video images to make videos and audio tracks accessible to people who are deaf or hard of hearing.

1.1.5 Web Content Accessibility Guidelines (WCAG)

Understanding the Four Principles of Accessibility

The guidelines and Success Criteria are organized around the following four principles, which lay the foundation necessary for anyone to access and use Web content. Anyone who wants to use the Web must have content that is:

1. **Perceivable** - Information and user interface components must be presentable to users in ways they can perceive.
 - o This means that users must be able to perceive the information being presented (it can't be invisible to all of their senses)
2. **Operable** - User interface components and navigation must be operable.
 - o This means that users must be able to operate the interface (the interface cannot require interaction that a user cannot perform)
3. **Understandable** - Information and the operation of user interface must be understandable.
 - o This means that users must be able to understand the information as well as the operation of the user interface (the content or operation cannot be beyond their understanding)
4. **Robust** - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.
 - o This means that users must be able to access the content as technologies advance (as technologies and user agents evolve, the content should remain accessible)

If any of these are not true, users with disabilities will not be able to use the Web.

Under each of the principles are guidelines and Success Criteria that help to address these principles for people with disabilities. There are many general usability guidelines that make content more **usable by all people**, including those with disabilities. However, in WCAG 2.1, we only include those guidelines that address problems particular to people with disabilities. This includes issues that block access or interfere with access to the Web more severely for people with disabilities.

See reference section at the end of this document for more information and websites for ADA, Usability and other important compliance issues and solutions.

VGlobalTech development and business management team shall study these compliance guidelines and with our technical capabilities apply these to make your website accessible, compatible and fully functional for all people, including those with disabilities.

2.0 Pricing

Website Complexity: Small Level Websites

VGlobalTech team shall complete the following critical tasks for client website.
All costs below are per website / CDD:

2.1 One time (website conversion and compliance cost):

	Task	Estimated Cost
1.	Perform ADA Website Compliance Check for current website – All webpages on the website. Create a project plan, code review, html updates, plugins / security updates (wordpress, joomla, etc CMS websites)	\$500
2.	Cross-Device Check (Website needs to appear as per ADA standards on Mobile Phones, Tablets, Desktops etc). Braille Readers, Other assistance technology compatibility	\$100
3.	ADA Standards application (as per Section 1 above). ADA.gov, Web Content Accessibility Guidelines (WCAG)	\$700
4.	PDF Documents conversion (to Text, HTML etc) as needed for ADA Compliance / Reader Compliance	\$300
5.	Create a webpage showing websites ADA Compliance efforts	\$100
6.	Create customized footer with VGlobalTech's ADA Compliance Seal (valid for 1 year only)	\$50
	Total (one time compliance / conversion cost)	\$1750 / one time

2.2 ADA Compliance Yearly Maintenance and Upgrade starting after initial conversion is completed (Optional Maintenance – It is critical to maintain compliance as websites get updated):

VGlobalTech team shall complete the following critical tasks for client website. All costs below are per website / CDD:

	Task	Cost
1.	Perform ADA Website Compliance Check for current website – All new webpages on the website	\$200
2.	Cross-Device Check (Website needs to appear as per ADA standards on Mobile Phones, Tablets, Desktops etc)	\$75
3.	Update footer with VGlobalTech's ADA Compliance Seal (extended for current year)	\$75
4.	Support (upto 1 hr / month) for the year including updates to newly added pages, upgrade to new standards (if any)	\$600
5.	PDF Documents conversion (to Text, HTML etc) as needed for ADA Compliance / Reader Compliance	\$300
	Annual Maintenance (starts after initial compliance engagement quoted above is complete)	\$1250 / year

declined

This proposal includes following points, stipulations terms and conditions:

***(1) conference call or in person meetings per month with client to review metrics, results and monthly recaps *unless otherwise noted**

*** email and phone communication**

***Anything out of the scope of work in the above proposal will be addressed and client will be immediately notified. After notification of additional work, a subsequent quote will be provided to cover that work.**

Client is responsible to adhering to timelines as far as information required to complete the task is concerned. If timelines are not adhered to and exceed 15 business days past the current marketing months, last day, all work will end. A new month with new allocated costs will be presented for future work to commence. No refunds and owed work will be due unless otherwise agreed upon. **An Invoice will be provided once signature approval of this project proposal. Payments will be made to VGLOBALTECH*

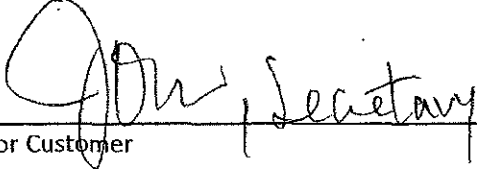
***Client is responsible for verifying quality of work, providing feedback, verifying that compliance has been met as required. VGlobalTech team shall not be responsible for any legal ramifications arising from work not done as per external agencies / organizations / associations needs if proper feedback is not provided by the customer. VGlobalTech's work will be in best faith but cannot guarantee all compliance / legal needs since we are not the SME's in the compliance area. VGlobalTech shall not be liable for any legal ramifications arising from compliance issues.**

Refund Policy: The client may halt work and request for a refund within seven days of the date of signing this services agreement by mailing a signed letter to the main address listed on www.VGlobalTech.com website. If client requests a refund within seven days of the date of signing their agreement they shall be liable to pay for all work completed and will be refunded the remaining balance of the initial payment if billable work has not exceeded a charge that would be greater than client's initial payment. If client requests a refund after the seven days from the date of the signing of the agreement client is liable to pay for all work completed plus an additional 25% of any remaining balance that may still be due. Once line item projects are complete no refunds will be issued. Confidentiality: All information between client and service provider inclusive of technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure and will be treated as such and with absolute confidentiality and will not be shared or used, which will be maintained at all times. The client is not allowed to disclose their price with any third parties. Doing so is in breach of this agreement. All information development will be shared and proprietary information and property between client and service providers.

3.0 Proposal Acceptance:

To accept these project, associated costs and conditions as listed above please sign and date below.

The VGlobalTech proposed solution and terms have been accepted by the customer and the VGlobalTech team can proceed with the project. All payments shall be made according to this agreement.

 Secretary
For Customer _____ Date 12/5/2018

VB Joshi

For VGlobalTech

Date

4.0 References:

ADA Best Practices Tool Kit for State and Local Governments:

<https://www.ada.gov/pcatoolkit/chap5toolkit.htm>

U.S. Department of Justice, Civil Rights Division, *Disability Rights Section*

<https://www.ada.gov/websites2.htm>

Web design Standards: <https://www.w3schools.com/>

Web Content Accessibility Guidelines (WCAG) <https://www.w3.org/TR/WCAG21/>

VGlobalTech Web Content Accessibility Implementation and Checkpoints:

<http://vglobaltech.com/website-compliance/>



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Call: 321-947-7777 | Email: contact@VGlobalTech.com

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NINTH ORDER OF BUSINESS

C.

NOTICE OF MEETINGS
ISLES OF BARTRAM PARK
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Isles of Bartram Park Community Development District will hold their regularly scheduled public meetings for **Fiscal Year 2020** at the offices of Governmental Management Services, LLC located at 475 West Town Place, Suite 114, St. Augustine, Florida 32092 at 2:00 p.m. on the third Wednesday of each month listed (unless notated otherwise*) as follows:

November 20, 2019
February 19, 2020
May 20, 2020
August 19, 2020

ELEVENTH ORDER OF BUSINESS

A.

Isles of Bartram Park
Community Development District

Unaudited Financial Statements

as of

September 30, 2019

Isles of Bartram Park
Community Development District
 Combined Balance Sheet
 September 30, 2019

	<i>Governmental Fund Types</i>			<i>(Memorandum Only)</i>
	<i>General</i>	<i>Debt Service</i>	<i>Capital Project</i>	<i>2019</i>
<u>Assets:</u>				
Cash	\$12,491	---	---	\$12,491
Investments:				
Series 2015:				
Reserve	---	\$220,634	---	\$220,634
Revenue	---	\$223,007	---	\$223,007
Sinking Fund	---	\$3	---	\$3
Prepayment	---	---	---	\$0
General Redemption	---	\$377	---	\$377
Construction	---	---	\$5,697	\$5,697
Series 2017:				
Reserve	---	\$172,269	---	\$172,269
Interest	---	\$12,072	---	\$12,072
Revenue	---	\$89,279	---	\$89,279
Prepayment	---	\$2,211	---	\$2,211
Construction	---	---	\$5	\$5
Cost of Issuance	---	---	\$46	\$46
Due From Developer	\$21,143	---	---	\$21,143
Due from General Fund	---	\$156	---	\$156
Prepaid Expenses	\$11,176	---	---	\$11,176
Assessment Receivable	\$4,958	\$204,281	---	\$209,238
Total Assets	\$49,768	\$924,288	\$5,748	\$979,804
<u>Liabilities:</u>				
Accounts Payable	\$10,799	---	---	\$10,799
Accrued Expenses	---	---	---	\$0
Due to Other	---	---	---	\$0
Due to Debt Service 2015	---	---	---	\$0
Due to Debt Service 2017	---	---	---	\$0
<u>Fund Balances:</u>				
Restricted for Debt Service	---	\$924,288	---	\$924,288
Restricted for Capital Projects	---	---	\$5,748	\$5,748
Nonspendable	\$11,176	---	---	\$11,176
Unassigned	\$27,793	---	---	\$27,793
Total Liabilities & Fund Equity	\$49,768	\$924,288	\$5,748	\$979,804

Isles of Bartram Park
Community Development District
GENERAL FUND
Statement of Revenues & Expenditures
For the Period ending September 30, 2019

	<i>Adopted Budget</i>	<i>Prorated Thru 09/30/19</i>	<i>Actual Thru 09/30/19</i>	<i>Variance</i>
<u>REVENUES:</u>				
Developer Contributions	\$58,859	\$58,859	\$47,433	(\$11,426)
Assessment - Tax Roll	\$106,827	\$106,827	\$112,207	\$5,381
Assessment - Direct	\$36,355	\$36,355	\$36,355	\$0
TOTAL REVENUES	\$202,040	\$202,040	\$195,995	(\$6,045)
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
Supervisors	\$0	\$0	\$2,800	(\$2,800)
FICA Expense	\$0	\$0	\$214	(\$214)
Engineering	\$6,000	\$6,000	\$1,744	\$4,256
Dissemination	\$3,500	\$3,500	\$7,800	(\$4,300)
Arbitrage	\$600	\$600	\$600	\$0
Assessment Roll	\$5,000	\$5,000	\$5,000	\$0
Attorney Fees	\$20,000	\$20,000	\$8,974	\$11,026
Annual Audit	\$2,300	\$2,300	\$3,900	(\$1,600)
Trustee Fees	\$6,500	\$6,500	\$4,667	\$1,833
Management Fees	\$45,000	\$45,000	\$45,000	\$0
Information Technology	\$1,600	\$1,600	\$1,600	\$0
Telephone	\$150	\$150	\$31	\$119
Postage	\$500	\$500	\$217	\$283
Insurance	\$5,665	\$5,665	\$7,642	(\$1,977)
Printing and Binding	\$1,300	\$1,300	\$999	\$301
Legal Advertising	\$2,000	\$2,000	\$323	\$1,677
Other Current Charges	\$250	\$250	\$0	\$250
Office Supplies	\$200	\$200	\$69	\$131
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Website Compliance	\$0	\$0	\$1,750	(\$1,750)
TOTAL ADMINISTRATIVE	\$100,740	\$100,740	\$93,504	\$7,236
<u>FIELD:</u>				
Landscape Maintenance	\$52,000	\$52,000	\$34,352	\$17,648
Lake Maintenance	\$14,000	\$14,000	\$16,682	(\$2,682)
Waterfall/Entry Pond Maintenance	\$5,400	\$5,400	\$6,321	(\$921)
Lake Fountains Maintenance	\$1,400	\$1,400	\$1,360	\$40
Management	\$6,000	\$6,000	\$6,000	\$0
Utilities	\$20,000	\$20,000	\$8,648	\$11,352
General Maintenance	\$2,500	\$2,500	\$0	\$2,500
TOTAL FIELD	\$101,300	\$101,300	\$73,362	\$27,938
TOTAL EXPENDITURES	\$202,040	\$202,040	\$166,866	\$35,174
EXCESS REVENUES (EXPENDITURES)	(\$0)		\$29,129	
FUND BALANCE - Beginning	\$0		\$9,840	
FUND BALANCE - Ending	(\$0)		\$38,969	

Isles of Bartram Park
Community Development District
General Fund
Month By Month Income Statement
Fiscal Year 2019

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<u>Revenues:</u>													
Developer Contributions/Assessments	\$20,724	\$12,438	\$50,879	\$45,872	\$3,257	\$2,612	\$10,013	\$0	\$316	\$40	\$23,744	\$26,100	\$195,995
Total Revenues	\$20,724	\$12,438	\$50,879	\$45,872	\$3,257	\$2,612	\$10,013	\$0	\$316	\$40	\$23,744	\$26,100	\$195,995
<u>Expenditures:</u>													
<u>Administrative</u>													
Supervisors	\$0	\$0	\$600	\$0	\$800	\$0	\$0	\$600	\$0	\$0	\$800	\$0	\$2,800
FICA Expense	\$0	\$0	\$46	\$0	\$61	\$0	\$0	\$46	\$0	\$0	\$61	\$0	\$214
Engineering	\$0	\$0	\$0	\$0	\$0	\$450	\$0	\$788	\$113	\$0	\$0	\$394	\$1,744
Dissemination	\$583	\$583	\$583	\$583	\$1,083	\$583	\$783	\$583	\$583	\$583	\$683	\$583	\$7,800
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600	\$0	\$0	\$600
Assessment Roll	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Attorney Fees	\$106	\$0	\$118	\$660	\$2,418	\$790	\$752	\$2,610	\$72	\$120	\$1,330	\$0	\$8,974
Annual Audit	\$0	\$0	\$0	\$0	\$500	\$2,500	\$900	\$0	\$0	\$0	\$0	\$0	\$3,900
Trustee Fees	\$0	\$4,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$667	\$0	\$4,667
Management Fees	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$45,000
Information Technology	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$1,600
Telephone	\$0	\$12	\$0	\$6	\$0	\$0	\$6	\$0	\$0	\$6	\$0	\$0	\$31
Postage	\$1	\$1	\$6	\$78	\$9	\$10	\$15	\$39	\$23	\$10	\$8	\$16	\$217
Insurance	\$7,642	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,642
Printing and Binding	\$320	\$10	\$37	\$135	\$4	\$188	\$7	\$6	\$156	\$2	\$6	\$129	\$999
Legal Advertising	\$323	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$323
Other Current Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Supplies	\$15	\$0	\$0	\$1	\$0	\$21	\$0	\$0	\$15	\$0	\$0	\$15	\$69
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Website Compliance	\$0	\$0	\$0	\$0	\$1,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,750
Total Administrative	\$18,048	\$8,490	\$5,273	\$5,346	\$10,509	\$8,425	\$6,348	\$8,555	\$4,846	\$5,205	\$7,438	\$5,020	\$93,504
<u>Field</u>													
Landscape Maintenance	\$2,328	\$2,328	\$2,328	\$4,286	\$2,328	\$2,328	\$4,826	\$2,328	\$2,328	\$4,286	\$2,328	\$2,328	\$34,352
Lake Maintenance	\$1,170	\$1,170	\$1,170	\$1,170	\$0	\$1,170	\$4,888	\$1,170	\$1,170	\$1,170	\$1,264	\$1,170	\$16,682
Waterfall/Entry Pond Maintenance	\$450	\$450	\$450	\$450	\$450	\$450	\$1,371	\$450	\$450	\$450	\$450	\$450	\$6,321
Lake Fountains Maintenance	\$340	\$0	\$0	\$0	\$340	\$0	\$0	\$340	\$0	\$0	\$340	\$0	\$1,360.00
Management	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$6,000
Utilities	\$933	\$933	\$974	\$903	\$1,193	\$647	\$0	\$403	\$872	\$1,004	\$679	\$108	\$8,647.77
General Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Field	\$5,721	\$5,381	\$5,422	\$7,309	\$4,811	\$5,095	\$11,584	\$5,191	\$5,320	\$7,410	\$5,561	\$4,556	\$73,362
Total Expenses	\$23,770	\$13,871	\$10,695	\$12,656	\$15,320	\$13,521	\$17,932	\$13,746	\$10,165	\$12,615	\$12,999	\$9,576	\$166,866
Excess Revenues (Expenditures)	(\$3,046)	(\$1,433)	\$40,184	\$33,216	(\$12,063)	(\$10,908)	(\$7,918)	(\$13,746)	(\$9,850)	(\$12,575)	\$10,745	\$16,524	\$29,129

Isles of Bartram Park
Community Development District
DEBT SERVICE FUND SERIES 2015
Statement of Revenues & Expenditures
For the Period ending September 30,2019

<i>Adopted</i>	<i>Prorated</i>	<i>Actual</i>	
<i>Budget</i>	<i>Thru 09/30/19</i>	<i>Thru 09/30/19</i>	<i>Variance</i>

REVENUES:

<i>Assessment - Direct</i>	\$141,083	\$141,083	\$141,083	\$0
<i>Assessment - Tax Roll</i>	\$300,186	\$300,186	\$293,374	(\$6,812)
<i>Interest Income</i>	\$100	\$100	\$8,820	\$8,720

<i>TOTAL REVENUES</i>	\$441,369	\$441,369	\$443,276	\$1,907
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EXPENDITURES:

Series 2015

<i>Interest Expense - 11/01</i>	\$160,916	\$160,916	\$158,728	\$2,188
<i>Principal Expense - 11/01</i>	\$115,000	\$115,000	\$100,000	\$15,000
<i>Interest Expense - 05/01</i>	\$158,400	\$158,400	\$156,541	\$1,859
<i>Principal Expense - 05/01 Prepayment</i>	\$0	\$0	\$20,000	(\$20,000)

<i>TOTAL EXPENDITURES</i>	\$434,316	\$434,316	\$435,269	(\$953)
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<i>EXCESS REVENUES (EXPENDITURES)</i>	\$7,053	\$8,008		
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<i>FUND BALANCE - Beginning</i>	\$280,240	\$506,172		
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<i>FUND BALANCE - Ending</i>	<u>\$287,293</u>	<u>\$514,179</u>		
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Isles of Bartram Park
Community Development District
DEBT SERVICE FUND SERIES 2017
Statement of Revenues & Expenditures
For the Period ending September 30,2019

	<i>Adopted Budget</i>	<i>Prorated Thru 09/30/19</i>	<i>Actual Thru 09/30/19</i>	<i>Variance</i>
<u>REVENUES:</u>				
Assessment - Direct	\$216,501	\$216,501	\$216,501	\$0
Assessment - Tax Roll	\$124,043	\$124,043	\$128,796	\$4,754
Prepayments	\$0	\$0	\$38,051	\$38,051
Interest Income	\$1,000	\$1,000	\$5,526	\$4,526
TOTAL REVENUES	\$341,544	\$341,544	\$388,875	\$47,331
<u>EXPENDITURES:</u>				
<u>Series 2015</u>				
Interest Expense - 11/01	\$124,147	\$124,147	\$124,147	\$0
Principal Expense - 11/01	\$50,000	\$50,000	\$50,000	\$0
Interest Expense - 05/01	\$123,272	\$123,272	\$123,272	\$0
Interest Expense - 08/01	\$0	\$0	\$183	(\$183)
Principal Expense - 5/01 Prepayment	\$0	\$0	\$25,000	(\$25,000)
Principal Expense - 8/01 Prepayment	\$0	\$0	\$15,000	(\$15,000)
TOTAL EXPENDITURES	\$297,419	\$297,419	\$337,602	(\$40,183)
<u>OTHER SOURCES/(USES)</u>				
Transfer In/(Out)	\$0	\$0	\$0	\$0
TOTAL OTHER SOURCES AND USES	\$0	\$0	\$0	\$0
EXCESS REVENUES (EXPENDITURES)	\$44,125		\$51,274	
FUND BALANCE - Beginning	\$174,147		\$358,835	
FUND BALANCE - Ending	\$218,272		\$410,109	

Isles of Bartram Park
Community Development District
CAPITAL PROJECTS FUND
Statement of Revenues & Expenditures
For the Period ending September 30,2019

	Series 2015	Series 2017
<u>REVENUES:</u>		
Interest Income	\$122	\$0
TOTAL REVENUES	\$122	\$0
<u>EXPENDITURES:</u>		
Capital Outlay	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0
<u>OTHER SOURCES/(USES)</u>		
Interfund Transfer	\$0	\$0
TOTAL OTHER SOURCES/(USES)	\$0	\$0
EXCESS REVENUES (EXPENDITURES)	\$122	\$0
FUND BALANCE - Beginning	\$5,575	\$50
FUND BALANCE - Ending	\$5,697	\$51

Isles of Bartram Park
Community Development District
Long Term Debt Report

Series 2015 Special Assessment Bonds

Interest Rate:	4.375%-5.125%
Maturity Date:	11/1/45
Reserve Fund Definition:	50% of Max Annual Debt Service
Reserve Fund Requirement:	\$220,634.38
Reserve Balance:	\$220,634.38
 Bonds outstanding - 11/30/2015	 \$6,725,000
Less: November 1, 2015	\$0
Less: November 1, 2016	(\$110,000)
Less: November 1, 2017	(\$130,000)
Less: May 1, 2018 (Prepayment)	(\$100,000)
Less: November 1, 2018	(\$100,000)
Less: May 1, 2019 (Prepayment)	(\$20,000)
 Current Bonds Outstanding	 \$6,265,000

Series 2017 Special Assessment Bonds

Interest Rate:	3.50%-5.00%
Maturity Date:	11/1/47
Reserve Fund Definition:	50% of Max Annual Debt Service
Reserve Fund Requirement:	\$172,275.00
Reserve Balance:	\$172,268.53
 Bonds outstanding - 11/30/2017	 \$5,345,000
Less: November 1, 2018	(\$50,000)
Less: May 1, 2019 (Prepayment)	(\$25,000)
 Current Bonds Outstanding	 \$5,270,000

*Isles of Bartram Park Community Development District
Funding Requests FY19*

<i>Funding Request #</i>	<i>Date of Request</i>	<i>Check Date Received Developer</i>	<i>Check Amount Developer</i>	<i>Requested Funding Amount FY 2019</i>	<i>Requested Funding Amount FY 2020</i>	<i>Balance Due From Developer FY 2019</i>
34	10/28/18	12/17/18	\$16,406.45	\$11,635.27	\$0.00	\$0.00
35	8/9/19	8/9/19	\$14,655.22	\$14,655.22	\$0.00	\$0.00
36	9/13/19	10/2/19	\$28,985.55	\$21,142.55	\$7,843.00	\$0.00
TOTAL			\$64,818.40	\$47,433.04	\$7,843.00	\$0.00

B.

**ISLES OF BARTRAM PARK CDD
FISCAL YEAR 2019 ASSESSMENT RECEIPTS**

ASSESSED TO	# LOTS	SERIES 2015 DEBT SERVICE ASMT	SERIES 2017 DEBT SERVICE ASMT	FY19 O&M ASMT	TOTAL ASMTS
LENNAR	281	141,082.96	216,501.34	36,354.60	393,938.90
TOTAL DIRECT INVOICES NET	281	141,082.96	216,501.34	36,354.60	393,938.90
TAX ROLL NET	335	292,215.75	128,287.99	106,826.68	527,330.42
TOTAL DISTRICT NET	616	433,298.71	344,789.33	143,181.28	921,269.32

RECEIVED FROM	BALANCE DUE	SERIES 2015 DEBT SERVICE ASMT	SERIES 2017 DEBT SERVICE ASMT	FY19 O&M ASMT	TOTAL RECEIVED
LENNAR	-	141,082.96	216,501.34	36,354.60	393,938.90
TOTAL DIRECT INVOICES	-	141,082.96	216,501.34	36,354.60	393,938.90
TAX ROLL RECEIVED / DUE	(7,047.00)	293,373.62	128,796.31	112,207.49	534,377.42
TOTAL RECEIPTS / DUE	(7,047.00)	434,456.58	345,297.65	148,562.09	928,316.32

TAX ROLL RECEIPTS

DISTRIBUTION	DATE	SERIES 2015 DEBT SERVICE ASMT	SERIES 2017 DEBT SERVICE ASMT	FY19 O&M ASMT	TOTAL RECEIVED
1	11/7/2018	-	-	-	-
2	11/19/2018	16,875.38	7,408.59	6,169.21	30,453.18
3	11/27/2018	17,147.79	7,528.19	6,268.79	30,944.77
4	12/13/2018	96,604.58	42,411.16	35,316.19	174,331.93
5	12/27/2018	42,572.12	18,689.93	15,563.28	76,825.33
INTEREST	1/10/2019	43.50	19.10	15.90	78.50
6	1/28/2019	100,574.11	44,153.85	36,767.35	181,495.31
7	2/25/2019	8,908.59	3,911.03	3,256.76	16,076.38
8	3/19/2019	7,146.23	3,137.32	2,612.48	12,896.03
INTEREST	4/11/2019	525.99	230.92	192.28	949.19
9	4/24/2019	2,003.52	879.58	732.43	3,615.53
TAX CERTIFICATES	6/19/2019	-	-	-	-
10 (MAY RECEIPTS)	6/24/2019	863.71	379.18	315.75	1,558.64
INTEREST	7/16/2019	108.10	47.46	39.52	195.08
EXCESS FEES	10/29/2019	-	-	4,957.55	4,957.55
TOTAL TAX ROLL RECEIPTS		293,373.62	128,796.31	112,207.49	534,377.42

PERCENT COLLECTED DIRECT	100%	100%	100%	100%
PERCENT COLLECTED TAX ROLL	100%	0%	105%	101%
PERCENT COLLECTED TOTAL	100%	100%	104%	101%

OPERATIONS & MAINTENANCE (O&M) IS DUE IN INSTALLMENTS OF 25% DUE 10/15/18,
1/1/19, 4/1/19, 7/1/19.

DEBT SERVICE ASSESSMENTS ARE DUE IN INSTALLMENTS WITH 50% DUE 4/1/19 AND 50%
DUE 9/30/19

C.

Isles of Bartram Park

Community Development District

Check Run Summary

8/1/19 - 10/31/19

Fund	Date	Check No.	Amount
<i>Payroll</i>	8/28/19	50012-50015	\$ 738.80
<i>Sub-Total</i>			\$ 738.80
<i>General Fund</i>			
<i>Accounts Payable</i>	8/1/19 - 8/31/19	446-461	\$ 17,976.37
	9/1/19 - 9/30/19	462-469	\$ 13,332.61
	10/1/19 - 10/31/19	470-482	\$ 23,247.76
<i>Sub-Total</i>			\$ 54,556.74
<i>Total</i>			\$ 55,295.54

* *Fedex Invoices available upon request*

BR040M-A CHECKS WRITTEN LISTING AS OF 8/31/2019 RUN 11/06/2019 PAGE 1
 CPMY-001 ISLES OF BARTRAM - GENERAL BANK-P ISLES OF BARTRAM

CHECK#	TYPE	SYSTEM	CHECK DATE	CHECK AMT	EMP/CUS/VEN#	DESCRIPTION
050012	R	PR	08/28/2019	184.70	3	CHRIS MAYO
050013	R	PR	08/28/2019	184.70	2	JOSEPH PANCHULA
050014	R	PR	08/28/2019	184.70	4	VIRGINIA FEINER
050015	R	PR	08/28/2019	184.70	1	ZENZI M ROGERS
BANK TOTAL				738.80		
COMPANY TOTAL				738.80		

IBTR ISLES OF BRTRM BPEREGRINO

Attendance Confirmation
for
Board of Supervisors

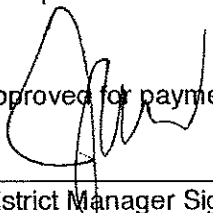
District Name: Isles Bartram Park CDD

Board Meeting Date: Wednesday, August 21, 2019

	<i>Name</i>	<i>In Attendance Please</i>	<i>Fees Involved</i>
1	Zenzi M Rogers	<input checked="" type="checkbox"/>	\$ 200
2	Chris Mayo	<input checked="" type="checkbox"/>	\$ 200
3	Mike Della Penta <i>NO</i>	<input checked="" type="checkbox"/>	\$ 200
4	Ginny Feiner	<input checked="" type="checkbox"/>	\$ 200
5	Joe Panchula ✓	<input checked="" type="checkbox"/>	\$ 200

The supervisors present at the above referenced meeting should be compensated accordingly.

Approved for payment:



District Manager Signature

8/21/2019

Date

****RETURN SIGNED DOCUMENT TO DANIEL LAUGHLIN****

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
8/01/19	00011	7/10/19 190967	201906 310-51300-31100	JUN PROFESSIONAL SERVICES	*	112.50	
				ENGLAND THIMS & MILLER INC			112.50 000446
8/01/19	00017	7/24/19 07242019	201907 300-20700-10300	ST. JOHNS CTY TAX DIST 9	*	379.18	
				ISLES OF BARTRAM PARK CDD			379.18 000447
8/01/19	00017	7/25/19 07252019	201907 300-20700-10200	ST. JOHNS CTY TAX DIST 10	*	863.71	
				ISLES OF BARTRAM PARK CDD			863.71 000448
8/01/19	00022	7/15/19 JAX38767	201907 320-57200-46200	JUL LANDSCAPE MAINTENANCE	*	2,328.27	
				YELLOWSTONE LANDSCAPE			2,328.27 000449
8/01/19	00022	7/31/19 JAX40150	201907 320-57200-46200	JUL ANNUAL ROTATION	*	1,957.50	
				YELLOWSTONE LANDSCAPE			1,957.50 000450
8/19/19	00021	7/11/19 M22358	201906 320-57200-46400	JUN FOUNTAIN SERVICES	*	450.00	
				CRYSTAL CLEAN POOL SERVICE, INC			450.00 000451
8/19/19	00024	7/25/19 4	201908 310-51300-31200	2017 8/1/19 PREPAY AMORT	*	100.00	
				DISCLOSURE SERVICES LLC			100.00 000452
8/19/19	00020	8/01/19 449052	201908 320-57200-46100	AUG LAKE MAINTENANCE	*	1,170.00	
				LAKE DOCTORS, INC.			1,170.00 000453
8/19/19	00018	8/01/19 358954	201908 320-53800-45501	AUG MANAGEMENT SERVICES	*	500.00	
				VESTA PROPERTY SERVICES, INC.			500.00 000454
8/22/19	00021	8/12/19 M22649	201907 320-57200-46400	JUL FOUNTAIN SERVICES	*	450.00	
				CRYSTAL CLEAN POOL SERVICE, INC			450.00 000455
8/22/19	00001	8/01/19 63	201908 310-51300-34000	AUG MANAGEMENT FEES	*	3,750.00	
		8/01/19 63	201908 310-51300-35100	AUG INFORM TECHNOLOGY	*	133.33	
		8/01/19 63	201908 310-51300-31200	AUG DISSEMINATION SERVICE	*	583.33	

IBTR ISLES OF BRTM BPREGRINO

*** CHECK DATES 08/01/2019 - 10/31/2019 ***

ISLES OF BARTRAM - GENERAL
BANK A ISLES OF BARTRAM

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		8/01/19 63	201908 310-51300-51000		*	.15	
		OFFICE SUPPLIES					
		8/01/19 63	201908 310-51300-42000		*	7.98	
		POSTAGE					
		8/01/19 63	201908 310-51300-42500		*	5.85	
		COPIES					
				GOVERNMENTAL MANAGEMENT SERVICES			4,480.64 000456
8/22/19 00004		7/31/19 109117	201906 310-51300-31500		*	72.00	
		JUN GENERAL COUNSEL					
				HOPPING GREEN AND SAMS			72.00 000457
8/22/19 00020		8/01/19 449880	201908 320-57200-46300		*	340.00	
		QUARTERLY FOUNTAIN SRVC					
				LAKE DOCTORS, INC.			340.00 000458
8/22/19 00025		8/20/19 08202019	201908 320-57200-46500		*	679.07	
		AUG IRRIGATION REIMBURSE					
				CELESTINA MASTER HOA			679.07 000459
8/29/19 00016		8/14/19 252-2220	201908 310-51300-33000		*	666.67	
		TRUSTEE FEE FY19 SE 2017					
		8/14/19 252-2220	201908 300-15500-10000		*	3,333.33	
		TRYSTEE FEE FY20 SE 2017					
				THE BANK OF NEW YORK MELLON			4,000.00 000460
8/29/19 00020		8/13/19 450903	201908 320-57200-46100		*	93.50	
		500 WATT PAR 56 BULB					
				LAKE DOCTORS, INC.			93.50 000461
9/27/19 00025		9/13/19 09132019	201909 320-57200-46500		*	107.51	
		SEP IRRIGATION REIMBURS					
				CELESTINA MASTER HOA			107.51 000462
9/27/19 00021		9/10/19 M22822	201908 320-57200-46400		*	450.00	
		AUG MONTHLY FOUNTAIN SRVC					
				CRYSTAL CLEAN POOL SERVICE, INC			450.00 000463
9/27/19 00006		9/12/19 9580	201909 300-15500-10000		*	5,894.00	
		FY20 ADMIN INSURANCE					
		9/12/19 9580	201909 300-15500-10000		*	1,949.00	
		FY20 PROPERTY INSURANCE					
				EGIS INSURANCE ADVISORS LLC			7,843.00 000464
9/27/19 00004		8/30/19 109617	201907 310-51300-31500		*	120.00	
		JUL GENERAL COUNSEL					
				HOPPING GREEN AND SAMS			120.00 000465

IBTR ISLES OF BTRM BPEREGRINO

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
9/27/19	00017	9/18/19 09182019	201909 300-20700-10300	ST JOHNS CTY TAX INT DIST	*	47.46	
				ISLES OF BARTRAM PARK CDD			47.46 000466
9/27/19	00017	9/18/19 09182019	201909 300-20700-10200	ST JOHNS CTY TAX INT DIST	*	108.10	
				ISLES OF BARTRAM PARK CDD			108.10 000467
9/27/19	00022	6/15/19 JAX28915	201906 320-57200-46200	JUN LANDSCAPE MAINTENANCE	*	2,328.27	
				YELLOWSTONE LANDSCAPE			2,328.27 000468
9/27/19	00022	8/31/19 JAX47459	201908 320-57200-46200	AUG LANDSCAPE MAINTENANSE	*	2,328.27	
				YELLOWSTONE LANDSCAPE			2,328.27 000469
10/04/19	00001	9/15/19 65	201910 310-51300-31000	FY20 ASSESSM ROLL CERTIF	*	5,000.00	
				GOVERNMENTAL MANAGEMENT SERVICES			5,000.00 000470
10/04/19	00001	10/01/19 66	201910 310-51300-34000	OCT MANAGEMENT FEES	*	3,750.00	
		10/01/19 66	201910 310-51300-52000	OCT WEBSITE ADMIN	*	100.00	
		10/01/19 66	201910 310-51300-35100	OCT INFORM TECHNOLOGY	*	133.33	
		10/01/19 66	201910 310-51300-51000	OFFICE SUPPLIES	*	.24	
		10/01/19 66	201910 310-51300-42000	POSTAGE	*	12.19	
		10/01/19 66	201910 310-51300-42500	COPIES	*	40.35	
				GOVERNMENTAL MANAGEMENT SERVICES			4,036.11 000471
10/04/19	00001	9/01/19 64	201909 310-51300-34000	SEP MANAGEMENT FEES	*	3,750.00	
		9/01/19 64	201909 310-51300-35100	SEP INFORMATION TECH	*	133.33	
		9/01/19 64	201909 310-51300-31200	SEP DISSEMINATION SERVICE	*	583.33	
		9/01/19 64	201909 310-51300-51000	OFFICE SUPPLIES	*	15.45	
		9/01/19 64	201909 310-51300-42000	POSTAGE	*	15.76	
		9/01/19 64	201909 310-51300-42500	COPIES	*	128.70	
				GOVERNMENTAL MANAGEMENT SERVICES			4,626.57 000472

IBTR ISLES OF BRTRM BPEREGRINO

CHECK DATE	VEND#	INVOICE DATE	INVOICE INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	#
10/04/19	00020	9/01/19	455118 SEP LAKE MAINTENANCE	201909	320	57200	46100		LAKE DOCTORS, INC.	*	1,170.00	1,170.00	000473
10/04/19	00018	10/01/19	361171 OCT MANAGEMENT SERVICES	201910	320	53800	45501		VESTA PROPERTY SERVICES, INC.	*	500.00	500.00	000474
10/04/19	00018	9/01/19	360133 SEP MANAGEMENT SERVICE	201909	320	53800	45501		VESTA PROPERTY SERVICES, INC.	*	500.00	500.00	000475
10/10/19	00024	10/02/19	5 2015 11/1/19 PREPAY AMORT	201910	310	51300	31200		DISCLOSURE SERVICES LLC	*	100.00	200.00	000476
10/10/19	00020	10/01/19	461246 OCT LAKE MAINTENANCE	201910	320	57200	46100		LAKE DOCTORS, INC.	*	1,170.00	1,170.00	000477
10/17/19	00021	10/10/19	M22980 OCT MONTHLY FOUNTAIN SRVC	201910	320	57200	46400		CRYSTAL CLEAN POOL SERVICE, INC	*	450.00	450.00	000478
10/17/19	00004	9/30/19	110255 AUG GENERAL COUSEL	201907	310	51300	31500		HOPPING GREEN AND SAMS	*	1,329.98	1,329.98	000479
10/17/19	00022	10/01/19	JAX56536 OCT LANDSCAPE MAINTENANCE	201910	320	57200	46200		YELLOWSTONE LANDSCAPE	*	2,328.27	2,328.27	000480
10/25/19	00025	10/22/19	10222019 OCT IRRIGATION REIMBURSM	201910	320	57200	46500		CELESTINA MASTER HOA	*	1,543.08	1,543.08	000481
10/25/19	00011	10/09/19	191971 SEP PROFESSIONAL SERVICES	201909	310	51300	31100		ENGLAND THIMS & MILLER INC	*	393.75	393.75	000482
TOTAL FOR BANK A											54,556.74		
TOTAL FOR REGISTER											54,556.74		

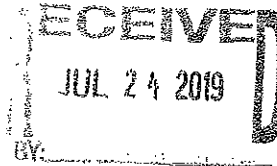


Isles Of Bartram CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

July 10, 2019
Project No: 13125.03000
Invoice No: 0190967

Project 13125.03000 Isles of Bartram CDD
Professional Services rendered through June 30, 2019
Professional Personnel

	Hours	Rate	Amount
Principal - Vice President	.50	225.00	112.50
Totals	.50		112.50
Total Labor			112.50
Invoice Total this Period			\$112.50



V-11 (A)
1,310,573.311

England-Thims & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
14715 Old St. Augustine Road • Jacksonville, Florida 32258 • Tel 904-642-8890 • Fax 904-648-9485
CA-00002564 TC-0000016

General Fund

RECEIVED
JUL 29 2019
By _____

Date	Amount	Authorized By
July 24, 2019	\$379.18	Bernadette Peregrino

Isles of Bartram Park #17 -2017

Date Check Received:	Drop Ship Category:
ASAP	001.300.20700.10300

				(A)
4/24/19	\$	379.18	St Johns Cty Tax Dist 9	
	\$	379.18		

(Attach supporting documentation for request.)

[illegible]



YELLOWSTONE
LANDSCAPE

INVOICE

INVOICE	INVOICE DATE
JAX 38767	7/15/2019
TERMS	PAID WITHIN
Net 30	

Bill To:

Celestina-Isles of Bartram CDD
c/o Bartram Park Owners Association
475 West Town Place
Suite 114
Saint Augustine, FL 32092

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Property Name: Celestina-Isles of Bartram CDD

Invoice Due Date: August 14, 2019

Invoice Amount: \$2,328.27

Description	Current Amount
Monthly Landscape Maintenance July 2019	\$2,328.27

RECEIVED Invoice Total \$2,328.27
JUL 25 2019
BY: _____

IN COMMERCIAL LANDSCAPING

V-22 (A) 1,320,572,462

Should you have any questions or inquiries please call (386) 437-6211.

Yellowstone Landscape | Post Office Box 849 | Bunnell FL 32110 | Tel 386.437.6211 | Fax 386.437.1286



YELLOWSTONE
LANDSCAPE

INVOICE

INVOICE #	INVOICE DATE
JAX 40150	7/31/2019
TERMS	PO NUMBER
Net 30	

Bill To:

Celestina-Isles of Bartram CDD
c/o Bartram Park Owners Association
475 West Town Place
Suite 114
Saint Augustine, FL 32092

Remit To:

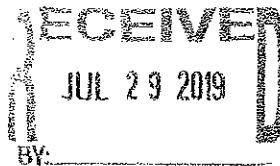
Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Property Name: Celestina-Isles of Bartram CDD

Invoice Due Date: August 30, 2019

Invoice Amount: \$1,957.50

Description	Current Amount
July Annual Rotation	
Annual Installation	\$1,957.50



1,320,572.462

Invoice Total **\$1,957.50**

Should you have any questions or inquiries please call (386) 437-6211.

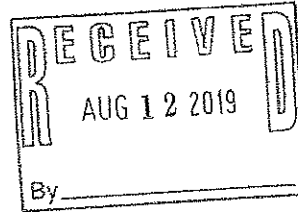
Yellowstone Landscape | Post Office Box 849 | Bunnell FL 32110 | Tel 386.437.6211 | Fax 386.437.1286

Crystal Clean Pool Service, Inc
9020-1 Berry Ave.
Jacksonville, Florida 32211
904-855-8884
crystalcleanpools@comcast.net

Invoice

BILL TO

Celestina Fountain
Isles of Bartram Park C.D.D.
475 West Town Place
Suite 114
St. Augustine, FL 32092



INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
M22358	07/11/2019	\$450.00	08/10/2019	Net 30	

P.O. NUMBER

June

ACTIVITY	QTY	RATE	AMOUNT
Monthly Service	1	450.00	450.00
Monthly Fountain Service			

BALANCE DUE

\$450.00

V-21 (A)

1,320, 572.464

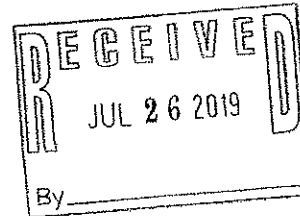
Disclosure Services LLC

1005 Bradford Way
Kingston, TN 37763

Invoice

Date	Invoice #
7/25/2019	4

Bill To
Isles of Bartram Park CDD c/o GMS, LLC



Terms	Due Date
Net 30	8/24/2019

Description	Amount
Amortization Schedule Series 2017 8-1-19 Prepay \$15,000 V-24 1,310,573.312 Ⓐ	100.00
Total	
\$100.00	
Payments/Credits	
\$0.00	
Balance Due	
\$100.00	

Phone #
865-717-0976

E-mail
tcarter@disclosureservices.info



3543 State Road 419, Winter Springs, FL 32708
PH: 800-666-5253

INVOICE

Invoice #	449052
Account #	721658
Invoice Date	8/1/2019
Due Date	8/11/2019
Rep	MAS

Bill To
CELESTINA MASTER POA ISLES AT BARTRAM CDD 475 WEST TOWN PLACE SUITE 114 ST. AUGUSTINE, FLORIDA 32092

Invoice Questions: Lakes@lakedoctors.com Payment Questions: Payments@lakedoctors.com
--

Purchase Order Number		Terms	Invoice Date Reflects Month of Service Provided
		NET 10 DAYS	
Item	Description		Amount
	Monthly Water Management Service		1,170.00
		<div>RECEIVED AUG 07 2019 By _____</div> <p>V. 20 (A) 1. 320, 572, 461</p>	
Customer Total Balance \$1,170.00			
Please confirm your bank bill payer amount matches your invoice amount if you use a bank bill payer service. Thank you!			Total Invoice \$1,170.00

To help ensure prompt and accurate credit to your account, please include your account number and invoice number on your check and always include your remittance stub with your payment.

Please visit www.lakedoctors.com for your local office contact information.

PLEASE DETACH & RETURN THIS PORTION WITH PAYMENT

Bill To
CELESTINA MASTER POA ISLES AT BARTRAM CDD 475 WEST TOWN PLACE SUITE 114 ST. AUGUSTINE, FLORIDA 32092

Amount Enclosed

Invoice #	449052
Account #	721658
Date	8/1/2019

Go Green! Contact us at Payments@lakedoctors.com to have your invoices emailed.

For address and contact updates, please email us at Frontdesk@lakedoctors.com.

The Lake Doctors, Inc.
3543 State Road 419
Winter Springs, FL 32708



IF PAYING BY CREDIT CARD, FILL OUT BELOW		
Mastercard	Visa	American Express
Card #		
Card Verification #		
Exp. Date #		
Print Name		
Billing Address:	Check box if same as above	
Signature		



Invoice

Vesta Property Services, Inc.
245 Riverside Avenue
Suite 250
Jacksonville FL 32202

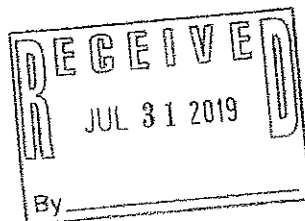
Invoice # 358954
Date 8/1/2019

Terms
Due Date
Memo

Due on receipt
8/1/2019
MANAGEMENT SERV...

Bill To

Isles of Bartram Park CDD
475 West Town Place
Suite 250
Jacksonville FL 32092



Description	Quantity	Rate	Amount
MANAGEMENT SERVICES	1	500.00	500.00

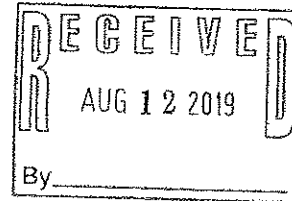
Total \$500.00

V-18 (A)
1. 320. 538. 45301

Crystal Clean Pool Service, Inc
9020-1 Berry Ave.
Jacksonville, Florida 32211
904-855-8884
crystalcleanpools@comcast.net

Invoice

BILL TO
Celestina Fountain
Isles of Bartram Park C.D.D.
475 West Town Place
Suite 114
St. Augustine, FL 32092



INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
M22649	08/12/2019	\$450.00	09/11/2019	Net 30	

P.O. NUMBER

July

ACTIVITY	QTY	RATE	AMOUNT
Monthly Service	1	450.00	450.00
Monthly Fountain Service			

BALANCE DUE

\$450.00

V-21



1,320,572,4621

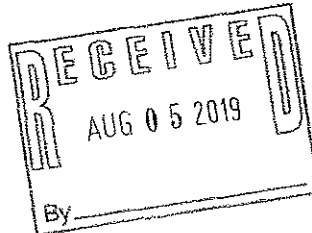
Governmental Management Services, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 63
Invoice Date: 8/1/19
Due Date: 8/1/19
Case:
P.O. Number:

Bill To:

Isles of Bartram Park CDD
475 West Town Place
Suite 114
At. Augustine, FL 32092



Description	Hours/Qty	Rate	Amount
Management Fees - August 2019 1,310, 513, 340		3,750.00	3,750.00
Information Technology - August 2019 -11- 357		133.33	133.33
Dissemination Agent Services - August 2019 -11- 312		583.33	583.33
Office Supplies 570		0.15	0.15
Postage 1120		7.98	7.98
Copies 425		5.85	5.85
V-1 (A)			
Total			\$4,480.64
Payments/Credits			\$0.00
Balance Due			\$4,480.64

Hopping Green & Sams

Attorneys and Counselors

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

V-4 (A)

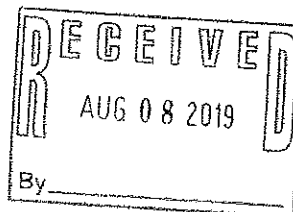
1,310,573.315

STATEMENT

Isles of Bartram Park Community Development Dist
c/o GMS, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

July 31, 2019

Bill Number 109117
Billed through 06/30/2019



General Counsel

IBPCDD 00001 WSH

FOR PROFESSIONAL SERVICES RENDERED

06/12/19	AHJ	Confer with Sweeting regarding budget hearing.	0.10 hrs
06/13/19	AHJ	Confer with Stephens regarding date of budget hearing.	0.10 hrs
06/14/19	AHJ	Prepare notice of public hearing on adoption of fiscal year budget.	0.40 hrs
Total fees for this matter			\$72.00

MATTER SUMMARY

Jaskolski, Amy H. - Paralegal	0.60 hrs	120 /hr	\$72.00
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TOTAL FEES	\$72.00
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TOTAL CHARGES FOR THIS MATTER	\$72.00
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BILLING SUMMARY

Jaskolski, Amy H. - Paralegal	0.60 hrs	120 /hr	\$72.00
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TOTAL FEES	\$72.00
------------	---------

TOTAL CHARGES FOR THIS BILL	\$72.00
-----------------------------	---------

Please include the bill number on your check.



3543 State Road 419, Winter Springs, FL 32708
PH: 800-666-5253

INVOICE

Invoice #	449880
Account #	723920
Invoice Date	8/1/2019
Due Date	8/31/2019
Rep	MAS

Bill To
CELESTINA MASTER POA/FTNCLN ISLES AT BARTRAM CDD 475 WEST TOWN PLACE SUITE 114 ST AUGUSTINE, FLORIDA 32092

Invoice Questions: Lakes@lakedoctors.com Payment Questions: Payments@lakedoctors.com
--

Purchase Order Number		Terms	Invoice Date Reflects Month of Service Provided
		NET 30 DAYS	
Item	Description		Amount
	Fountain Service-Quarterly (R)		340.00
<div>V-LW (A) 1.320.572.463</div> <div>RECEIVED AUG 07 2019 By _____</div>			
Customer Total Balance			\$340.00
Please confirm your bank bill payer amount matches your invoice amount if you use a bank bill payer service. Thank you!			Total Invoice
			\$340.00

To help ensure prompt and accurate credit to your account, please include your account number and invoice number on your check and always include your remittance stub with your payment.

Please visit www.lakedoctors.com for your local office contact information.

PLEASE DETACH & RETURN THIS PORTION WITH PAYMENT

Bill To
CELESTINA MASTER POA/FTNCLN ISLES AT BARTRAM CDD 475 WEST TOWN PLACE SUITE 114 ST AUGUSTINE, FLORIDA 32092

Amount Enclosed

Invoice #	449880
Account #	723920
Date	8/1/2019

Go Green! Contact us at Payments@lakedoctors.com to have your invoices emailed.

For address and contact updates, please email us at Frontdesk@lakedoctors.com.

The Lake Doctors, Inc.
3543 State Road 419
Winter Springs, FL 32708



IF PAYING BY CREDIT CARD, FILL OUT BELOW		
<input type="checkbox"/> Mastercard	<input type="checkbox"/> Visa	<input type="checkbox"/> American Express
Card #	_____	
Card Verification #	_____	
Exp. Date #	_____	
Print Name	_____	
Billing Address:	_____ Check box if same as above	
Signature	_____	



BNY MELLON

The Bank of New York Mellon
Trust Company, N.A.

INVOICE

000079 XBFRSDD1 000000

Governmental Management Services, LLC

Attn: Jim Oliver

475 West Town Place, Suite 114

World Golf Village

St Augustine, FL 32092

Invoice Number:

252-2220642

Account Number:

ISLES2017

Invoice Date:

14-Aug-19

Cycle Date:

01-Aug-19

Administrator:

Thomas Radicioni

Phone Number:

(904) 645-1985

Currency:

USD

Isles of Bartram Park Community Development District Special Assessment Bonds, Series 2017

	Quantity	Rate	Proration	Subtotal	Total
Flat					
Administration Fee					4,000.00
For the period: August 01, 2019 to July 31, 2020					

2/12 - FY19 - 666.64 - 1,310,573.330
 10/12 - FY20 - 3333.33 - 1,300,155,100

Invoice Total:	4,000.00
Satisfied To Date:	0.00
Balance Due:	4,000.00

Terms: Payable upon receipt. Please reference the invoice and account number with your remittance.
 Our Tax ID Number is 95-3571558. Please fax Taxpayer Certification requests to (732) 667-9576.
 The Bank of New York Mellon Trust Company, N.A is located at 400 South Hope Street - Suite 400,
 Los Angeles, CA 90071

Check Payment Instructions:
 The Bank of New York Mellon
 Corporate Trust Department
 P.O. Box 392013
 Pittsburgh, PA 15251-9013
 Please enclose billing stub.

Wire and ACH Payment Instructions:
 The Bank of New York Mellon
 ABA Number: 021000018
 Account Number: 8901245259
 Account Name: BNY Mellon - Fee Billing Wire Fees
 Please reference Invoice Number: 252-2220642

Billing Stub

Isles of Bartram Park Community Development District Special Assessment
Bonds, Series 2017

Invoice Number: 252-2220642
 Account Number: ISLES2017
 Invoice Date: 14-Aug-19
 Cycle Date: 01-Aug-19
 Administrator: Thomas Radicioni
 Phone Number: (904) 645-1985
 Amount: 4,000.00 USD

0000006344882520222064200000000000004000000



3543 State Road 419, Winter Springs, FL 32708
PH: 800-666-5253

INVOICE

Invoice #	450903
Account #	723920
Invoice Date	8/13/2019
Due Date	9/12/2019
Rep	MAS

Bill To
CELESTINA MASTER POA/FTNCLN ISLES AT BARTRAM CDD 475 WEST TOWN PLACE SUITE 114 ST AUGUSTINE, FLORIDA 32092

Invoice Questions: Lakes@lakedoctors.com Payment Questions: Payments@lakedoctors.com
--

Purchase Order Number	Terms
	NET 30 DAYS

Item	Description	Amount
	One (1) 500 Watt Par 56 Bulb 08/08/19 Sales Tax - ST JOHNS 1, 320, 512, 481 V-20 (A) RECEIVED AUG 15 2019 R&R	93.50T 6.08 \$99.58
Total Invoice		

To ensure prompt and accurate processing of your payment, please include your remittance stub and/or your account number/invoice number on your check.

For scheduling, please contact your local office.

PLEASE DETACH & RETURN THIS PORTION WITH PAYMENT

Bill To
CELESTINA MASTER POA/FTNCLN ISLES AT BARTRAM CDD 475 WEST TOWN PLACE SUITE 114 ST AUGUSTINE, FLORIDA 32092

Amount Enclosed

Invoice #	450903
Account #	723920
Date	8/13/2019

Go Green! Contact us at Payments@lakedoctors.com to have your invoices emailed.

For address and contact updates, please email us at:
Frontdesk@lakedoctors.com

The Lake Doctors, Inc.
3543 State Road 419
Winter Springs, FL 32708



IF PAYING BY CREDIT CARD, FILL OUT BELOW
 ___ Mastercard ___ Visa ___ American Express
 Card # _____
 Card Verification # _____
 Exp. Date # _____
 Print Name _____
 Billing Address: _____ Check box if same as above

Signature _____



The Lake Doctors, Inc.
Aquatic Management Services

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

SERVICE ORDER

SALES REP. MAS

ACCOUNT/SITE <u>CELESTINA MASTER</u>	ACCOUNT # <u>723920</u>
BILLING NAME	DATE <u>8/8/19</u>
BILLING ADDRESS	COUNTY # <u>58</u>
CONTACT	PHONE #
EMAIL ADDRESS	Email Invoice: Y <input type="radio"/> N <input type="radio"/>
PO#	MANUFACTURER: AQM <input type="radio"/> AES <input type="radio"/> KAS <input type="radio"/> LF <input type="radio"/> OA <input type="radio"/> OTT <input type="radio"/> AGC <input type="radio"/> ARM <input type="radio"/> ODS <input type="radio"/>

SERVICE REQUEST

NOTES DONE DURING QUARTERLY SERVICE

QTY	UNIT	DESCRIPTION	PRICE	EXTENDED
1		500 WATT PAR 56 BULBS		85.00

JASON BROWN

SERVED BY:

8/8/19

SERVICE DATE:

DURING QUARTERLY SERVICE

WORK AUTHORIZED BY:

PARTS TOTAL 85.00

LABOR

MISC. CHARGES* 8.50

SUBTOTAL 93.50

6.5% STATE SALES TAX 6.08

FREIGHT

TOTAL 99.58

CUSTOMER SIGNATURE

DATE

The terms and conditions appearing on the reverse side, form an integral part of this Service Order, and CUSTOMER hereby acknowledges that he/she has read and is familiar with the contents thereof.
Pricing is valid thirty (30) days from date of quotation.

Central Florida
(407) 327-1080
1-800-666-5253

Ft. Lauderdale
(854) 565-7488
1-800-666-5253

Sarasota
(941) 377-0658
1-800-444-5253

Jacksonville
(904) 262-5600
1-844-618-9832

Largo
(727) 844-7844
1-888-668-5253

Ft. Myers
(239) 693-2270
1-800-444-5253

Navarre
(850) 939-5787
1-800-398-5253

South Carolina
(843) 873-1911

Ohio
(637) 433-2942
1-888-774-5253

Online Use Only: Emailed ☐ Faxed ☐ Other ☐

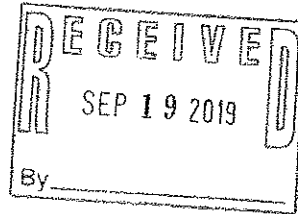
LD-7P23 7/16 R/O MARS 407-457-7414

Celestina Master HOA, Inc

INVOICE

INVOICE DATE: 9.13.19

To: Daniel Laughlin
Isles of Bartram CDD
475 West Town Place, Suite 114
St Augustine, FL 32092



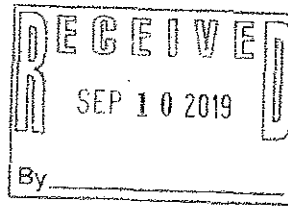
	DESCRIPTION	AMOUNT
	Reimbursement for Irrigation Billing (10%) (Reference JEA bill dated 9.13.19) V-25 (D) 1,320,572.485	\$107.51
Any questions please call Vesta WGV Office 904-747-0181		
TOTAL AMOUNT DUE		\$107.51

Make all checks payable to: Celestina Master Homeowners Association Please mail or deliver to Vesta Services 411 South Central Avenue, Suite B Flagler Beach, FL 32136.

Crystal Clean Pool Service, Inc
9020-1 Berry Ave.
Jacksonville, Florida 32211
904-855-8884
crystalcleanpools@comcast.net

Invoice

BILL TO
Celestina Fountain
Isles of Bartram Park C.D.D.
475 West Town Place
Suite 114
St. Augustine, FL 32092



1-32-572-464
21

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
M22822	09/10/2019	\$450.00	10/10/2019	Net 30	

P.O. NUMBER

August

DESCRIPTION	QTY	RATE	AMOUNT
Monthly Service Monthly Fountain Service	1	450.00	450.00

BALANCE DUE

\$450.00



INVOICE

Customer	Isles at Bartram Park Community Development District
Acct #	522
Date	09/12/2019
Customer Service	Kristina Rudez
Page	1 of 1

Isles at Bartram Park Community Development District
c/o Governmental Management Services
475 West Town Place, STE #114
St. Augustine, FL 32092

Payment Information	
Invoice Summary	\$ 7,843.00
Payment Amount	
Payment for	Invoice#9580
100119240	

Thank You

Please detach and return with payment



Customer: Isles at Bartram Park Community Development District

Invoice	Effective	Transaction	Description	Amount
9580	10/01/2019	Renew policy	Policy #100119240 10/01/2019-10/01/2020 Florida Insurance Alliance POL,EPLI,EBL,Herb & Pest - Renew policy Due Date: 9/12/2019 <u>Prepaid</u> FY20 Admin Ins \$5894 FY20 Property Ins \$1949 (A) V-6 1,300,155,100 <div style="border: 1px solid black; padding: 5px; display: inline-block;"> RECEIVED SEP 13 2019 By _____ </div>	7,843.00
				Total
				\$ 7,843.00
				Thank You
FOR PAYMENTS SENT OVERNIGHT: Egis Insurance Advisors LLC, Fifth Third Wholesale Lockbox, Lockbox #234021, 4900 W. 95th St Oaklawn, IL 60453				

Remit Payment To: Egis Insurance Advisors, LLC	(321)233-8939	Date
Lockbox 234021 PO Box 84021		
Chicago, IL 60689-4002	scilmer@egisadvisors.com	09/12/2019

Hopping Green & Sams

Attorneys and Counselors

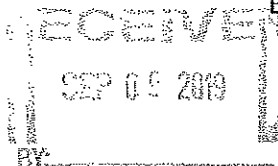
119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

STATEMENT

August 30, 2019

Isles of Bartram Park Community Development Dist
c/o GMS, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 109617
Billed through 07/31/2019



General Counsel
IBPCDD 00001 WSH

1,315.13
4

FOR PROFESSIONAL SERVICES RENDERED

07/17/19	JMW	Confer with staff regarding budget and notices; review same.	0.60 hrs
Total fees for this matter			\$120.00

MATTER SUMMARY

Walters, Jason M.	0.60 hrs	200 /hr	\$120.00
TOTAL FEES			\$120.00
TOTAL CHARGES FOR THIS MATTER			\$120.00

BILLING SUMMARY

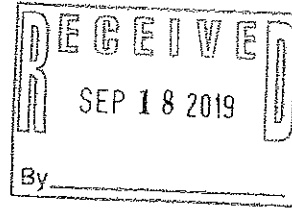
Walters, Jason M.	0.60 hrs	200 /hr	\$120.00
TOTAL FEES			\$120.00
TOTAL CHARGES FOR THIS BILL			\$120.00

Please include the bill number on your check.

(Attach supporting documentation for request.)

**Isles of Bartram Park
COMMUNITY DEVELOPMENT DISTRICT**

General Fund



Check Request

Date	Amount	Authorized By
September 18, 2019	\$108.10	Bernadette Peregrino

Payable to:

Isles of Bartram Park #17 - 2015

Date Check Needed:

Budget Category:

ASAP	001.300.20700.10200
------	---------------------

Intended Use of Funds Requested:

7/15/19 \$ 108.10 St Johns Cty Tax Interest Dist
\$ 108.10
<i>(Attach supporting documentation for request.)</i>



YELLOWSTONE
LANDSCAPE

Bill To:

Isles of Bartram Park CDD at Celestina
475 West Town Place
Suite 114
Saint Augustine, FL 32092

Property Name: Isles of Bartram CDD

INVOICE

INVOICE #	INVOICE DATE
JAX 28915	6/15/2019
TERMS	PO NUMBER
Net 30	

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: July 15, 2019

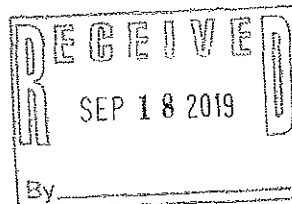
Invoice Amount: \$2,328.27

Description	Current Amount
Monthly Landscape Maintenance June 2019	\$1,545.43
Fert/Pest Control	\$593.26
Palm Pruning	\$70.20
Irrigation	\$119.38
Invoice Total	\$2,328.27

Excellence

V-22 (B) 1,320,572.462

IN COMMERCIAL LANDSCAPING



Should you have any questions or inquiries please call (386) 437-6211.

Yellowstone Landscape | Post Office Box 849 | Bunnell FL 32110 | Tel 386.437.6211 | Fax 386.437.1286



YELLOWSTONE
LANDSCAPE

INVOICE

INVOICE #	INVOICE DATE
JAX 47459	8/31/2019
TERMS	PO NUMBER
Net 30	

Bill To:

Isles of Bartram Park CDD at Celestina
475 West Town Place
Suite 114
Saint Augustine, FL 32092

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Property Name: Isles of Bartram CDD

Invoice Due Date: September 30, 2019

Invoice Amount: \$2,328.27

Description	Current Amount
Monthly Landscape Maintenance August 2019	\$1,545.43
Fert/Pest Control	\$593.26
Palm Pruning	\$70.20
Irrigation	\$119.38

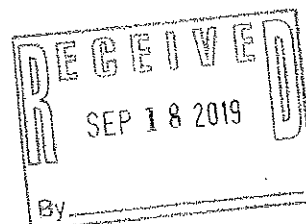
Invoice Total

\$2,328.27

Excellence

V-22 (A) 1,322,572,462

IN COMMERCIAL LANDSCAPING



Should you have any questions or inquiries please call (386) 437-6211.

Yellowstone Landscape | Post Office Box 849 | Bunnell FL 32110 | Tel 386.437.6211 | Fax 386.437.1286

Governmental Management Services, LLC

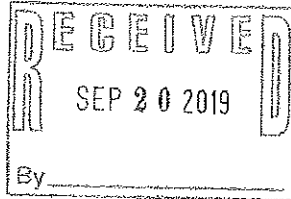
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 65
Invoice Date: 9/15/19
Due Date: 9/15/19
Case:
P.O. Number:

Bill To:

Isles of Bartram Park CDD
475 West Town Place
Suite 114
At. Augustine, FL 32092



Description	Hours/Qty	Rate	Amount
Assessment Roll Certification - FY 2020		5,000.00	5,000.00
V-1 (A) 1, 310, 513, 310			
Total			\$5,000.00
Payments/Credits			\$0.00
Balance Due			\$5,000.00

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 66

Invoice Date: 10/1/19

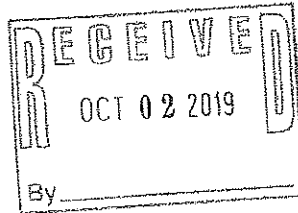
Due Date: 10/1/19

Case:

P.O. Number:

Bill To:

Isle of Bartram Park CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092



Description	Hours/Qty	Rate	Amount
Management Fees - October 2019 1, 310, 573, 340		3,750.00	3,750.00
Website Administration - October 2019 1, 310, 573, 520		100.00	100.00
Information Technology - October 2019 1, 310, 573, 357		133.33	133.33
Office Supplies 1, 310, 573, 570		0.24	0.24
Postage 1, 310, 573, 420		12.19	12.19
Copies 1, 310, 573, 425		40.35	40.35

V-1 (A)

Total	\$4,036.11
-------	------------

Payments/Credits	\$0.00
------------------	--------

Balance Due	\$4,036.11
-------------	------------

Governmental Management Services, LLC

1001 Bradford Way
Kingston TN 37763

Invoice

Invoice #: 64

Invoice Date: 9/1/19

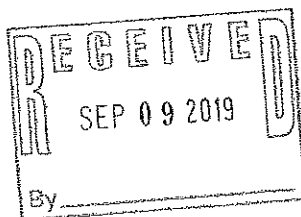
Due Date: 9/1/19

Case:

P.O. Number:

Bill To:

Isles of Bartram Park CDD
475 West Town Place
Suite 114
At. Augustine, FL 32092



Description	Hours/Qty	Rate	Amount
Management Fees - September 2019 1-31-513-34		3,750.00	3,750.00
Information Technology - September 2019 1-31-513-351		133.33	133.33
Dissemination Agent Services - September 2019 1-31-513-312		583.33	583.33
Office Supplies 1-31-513-51		15.45	15.45
Postage 1-31-513-42	1	15.76	15.76
Copies 1-31-513-425		128.70	128.70
		Total	\$4,626.57
		Payments/Credits	\$0.00
		Balance Due	\$4,626.57



3543 State Road 419, Winter Springs, FL 32708
PH: 800-666-5253

INVOICE

Invoice #	455118
Account #	721658
Invoice Date	9/1/2019
Due Date	9/11/2019
Rep	MAS

Bill To
CELESTINA MASTER POA ISLES AT BARTRAM CDD 475 WEST TOWN PLACE SUITE 114 ST. AUGUSTINE, FLORIDA 32092

1.32.572.461
20

Invoice Questions:
Lakes@lakedoctors.com
Payment Questions:
Payments@lakedoctors.com

Purchase Order Number		Terms	Invoice Date Reflects Month of Service Provided
		NET 10 DAYS	
Item	Description	Amount	
	Monthly Water Management Service	1,170.00	
		<div>RECEIVED SEP 06 2019</div>	
		Customer Total Balance \$1,170.00	
Please confirm your bank bill payer amount matches your invoice amount if you use a bank bill payer service. Thank you!		Total Invoice	\$1,170.00

To help ensure prompt and accurate credit to your account, please include your account number and invoice number on your check and always include your remittance stub with your payment.

Please visit www.lakedoctors.com for your local office contact information.

PLEASE DETACH & RETURN THIS PORTION WITH PAYMENT

Bill To
CELESTINA MASTER POA ISLES AT BARTRAM CDD 475 WEST TOWN PLACE SUITE 114 ST. AUGUSTINE, FLORIDA 32092

Amount Enclosed

Invoice #	455118
Account #	721658
Date	9/1/2019

Go Green! Contact us at Payments@lakedoctors.com to have your invoices emailed.

For address and contact updates, please email us at Frontdesk@lakedoctors.com.

The Lake Doctors, Inc.
3543 State Road 419
Winter Springs, FL 32708



IF PAYING BY CREDIT CARD, FILL OUT BELOW	
<input type="checkbox"/> Mastercard	<input type="checkbox"/> Visa <input type="checkbox"/> American Express
Card #	_____
Card Verification #	_____
Exp. Date #	_____
Print Name	_____
Billing Address:	_____ Check box if same as above
Signature	_____



Invoice

Vesta Property Services, Inc.
245 Riverside Avenue
Suite 250
Jacksonville FL 32202

Invoice #
Date

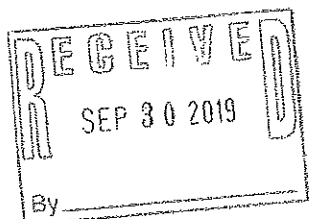
361171
10/1/2019

Terms
Due Date
Memo

Due on receipt
10/1/2019
MANAGEMENT SERV...

Bill To

Isles of Bartram Park CDD
475 West Town Place
Suite 250
Jacksonville FL 32092

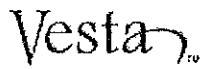


Description	Quantity	Rate	Amount
MANAGEMENT SERVICES	1	500.00	500.00

Total \$500.00

V-18 (A)

1,320,538,453 01



Invoice

Vesta Property Services, Inc.
245 Riverside Avenue
Suite 250
Jacksonville FL 32202

Invoice #
Date

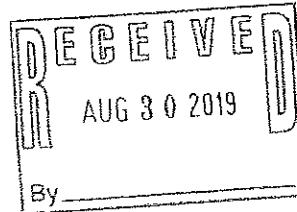
360133
9/1/2019

Terms
Due Date
Memo

Due on receipt
9/1/2019
MANAGEMENT SERV...

Bill To

Isles of Bartram Park CDD
475 West Town Place
Suite 250
Jacksonville FL 32092



Description	Quantity	Rate	Amount
MANAGEMENT SERVICES	1	500.00	500.00

Total \$500.00

V-18

1,320,538.45501

(A)

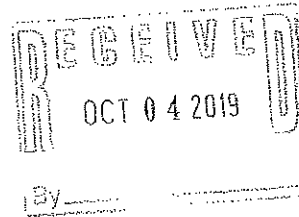
Disclosure Services LLC

1005 Bradford Way
Kingston, TN 37763

Invoice

Date	Invoice #
10/2/2019	5

Bill To
Isles of Bartram Park CDD c/o GMS, LLC



Terms	Due Date
Net 30	11/1/2019

Description	Amount						
Amortization Schedule Series 2015 11-1-19 Prepay \$5,000	100.00						
Amortization Schedule Series 2017 11-1-19 Prepay \$5,000	100.00						
<p>V-24 (A)</p> <p>1,810,513.312</p>							
<table> <tr> <td>Total</td> <td>\$200.00</td> </tr> <tr> <td>Payments/Credits</td> <td>\$0.00</td> </tr> <tr> <td>Balance Due</td> <td>\$200.00</td> </tr> </table>		Total	\$200.00	Payments/Credits	\$0.00	Balance Due	\$200.00
Total	\$200.00						
Payments/Credits	\$0.00						
Balance Due	\$200.00						

Phone #
865-717-0976

E-mail
tcarter@disclosureservices.info



3543 State Road 419, Winter Springs, FL 32708
PH: 800-666-5253

INVOICE

Invoice #	461246
Account #	721658
Invoice Date	10/1/2019
Due Date	10/11/2019
Rep	MAS

Bill To
CELESTINA MASTER POA ISLES AT BARTRAM CDD 475 WEST TOWN PLACE SUITE 114 ST. AUGUSTINE, FLORIDA 32092

Invoice Questions:
Lakes@lakedoctors.com
Payment Questions:
Payments@lakedoctors.com

Purchase Order Number		Terms	Invoice Date Reflects Month of Service Provided
		NET 10 DAYS	
Item	Description		Amount
	Monthly Water Management Service		1,170.00
<p>V-20 (A)</p> <p>1,320,572.46</p> <p>RECEIVED</p> <p>OCT 08 2019</p> <p>BY: _____</p> <p>Customer Total Balance \$2,340.00</p>			
Please confirm your bank bill payer amount matches your invoice amount if you use a bank bill payer service. Thank you!			Total Invoice
			\$1,170.00

To help ensure prompt and accurate credit to your account, please include your account number and invoice number on your check and always include your remittance stub with your payment.

Please visit www.lakedoctors.com for your local office contact information.

PLEASE DETACH & RETURN THIS PORTION WITH PAYMENT

Bill To
CELESTINA MASTER POA ISLES AT BARTRAM CDD 475 WEST TOWN PLACE SUITE 114 ST. AUGUSTINE, FLORIDA 32092

Amount Enclosed

Invoice #	461246
Account #	721658
Date	10/1/2019

Go Green! Contact us at Payments@lakedoctors.com to have your invoices emailed.

For address and contact updates, please email us at Frontdesk@lakedoctors.com.

The Lake Doctors, Inc.
3543 State Road 419
Winter Springs, FL 32708

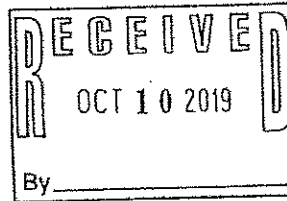


IF PAYING BY CREDIT CARD, FILL OUT BELOW	
____ Mastercard	____ Visa ____ American Express
Card #	_____
Card Verification #	_____
Exp. Date #	_____
Print Name	_____
Billing Address:	____ Check box if same as above
Signature	_____

Crystal Clean Pool Service, Inc
9020-1 Berry Ave.
Jacksonville, Florida 32211
904-855-8884
crystalcleanpools@comcast.net

Invoice

BILL TO
Celestina Fountain
Isles of Bartram Park C.D.D.
475 West Town Place
Suite 114
St. Augustine, FL 32092



INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
M22980	10/10/2019	\$450.00	11/09/2019	Net 30	

P.O. NUMBER

September

DESCRIPTION	QTY	RATE	AMOUNT
Monthly Service Monthly Fountain Service	1	450.00	450.00

BALANCE DUE

\$450.00

V-21

(A)

1. 320, 572, 464

Hopping Green & Sams

Attorneys and Counselors

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

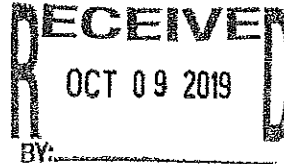
1-4 (A)
1,310,573.375

STATEMENT

September 30, 2019

Isles of Bartram Park Community Development Dist
c/o GMS, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 110255
Billed through 08/31/2019



General Counsel
IBPCDD 00001 WSH

FOR PROFESSIONAL SERVICES RENDERED

07/23/19	LMG	Research regarding ADA requirements and exempt meetings.	0.10 hrs
07/30/19	LMG	Research and revise rules of procedure; prepare memorandum to district regarding same.	0.20 hrs
08/12/19	JMW	Review draft agenda; review budget and assessment documents; confer with staff regarding same.	0.60 hrs
08/14/19	AHJ	Prepare budget assessment resolutions; confer with Stephens regarding same.	0.50 hrs
08/16/19	JMW	Meeting preparation; review agenda package materials; conference with staff.	1.10 hrs
08/20/19	KFJ	Prepare amended and restated rules of procedure, memorandum, notices and resolutions; confer with Walters.	0.40 hrs
08/21/19	JMW	Meeting preparation; travel to and attend regular board meeting; return travel.	2.80 hrs
08/22/19	JMW	Review revised Rules of Procedure and memorandum; coordinate notice and agenda.	0.60 hrs
Total fees for this matter			\$1,180.50

DISBURSEMENTS

Travel	138.12
Travel - Meals	11.36
Total disbursements for this matter	\$149.48

MATTER SUMMARY

Jaskolski, Amy H. - Paralegal	0.50 hrs	120 /hr	\$60.00
Walters, Jason M.	5.10 hrs	200 /hr	\$1,020.00
Jusevitch, Karen F.- Paralegal	0.40 hrs	120 /hr	\$48.00
Gentry, Lauren M.	0.30 hrs	175 /hr	\$52.50

=====

TOTAL FEES	\$1,180.50
TOTAL DISBURSEMENTS	\$149.48
TOTAL CHARGES FOR THIS MATTER	\$1,329.98

BILLING SUMMARY

Jaskolski, Amy H. - Paralegal	0.50 hrs	120 /hr	\$60.00
Walters, Jason M.	5.10 hrs	200 /hr	\$1,020.00
Jusevitch, Karen F. - Paralegal	0.40 hrs	120 /hr	\$48.00
Gentry, Lauren M.	0.30 hrs	175 /hr	\$52.50
TOTAL FEES			\$1,180.50
TOTAL DISBURSEMENTS			\$149.48
TOTAL CHARGES FOR THIS BILL			\$1,329.98

Please include the bill number on your check.



INVOICE

INVOICE	INVOICE DATE
JAX 56536	10/1/2019
TERMS	DISCOUNT
Net 30	

Bill To:

Celestina-Isles of Bartram CDD
c/o Bartram Park Owners Association
475 West Town Pl
Suite 114
Saint Augustine, FL 32092

Remit To:

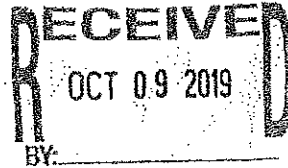
Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Property Name: Celestina-Isles of Bartram CDD

Invoice Due Date: October 31, 2019

Invoice Amount: \$2,328.27

Description	Current Amount
Monthly Landscape Maintenance October 2019	\$2,328.27



Invoice Total \$2,328.27

IN COMMERCIAL LANDSCAPING

V-R 2 (A)
1,320.542, 462

Should you have any questions or inquiries please call (386) 437-6211.

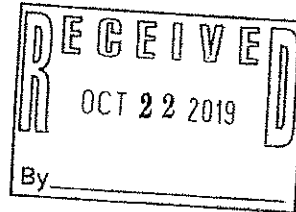
Yellowstone Landscape | Post Office Box 849 | Bunnell FL 32110 | Tel 386.437.6211 | Fax 386.437.1286

Celestina Master HOA, Inc

INVOICE

INVOICE DATE: 10.22.19

To: Daniel Laughlin
Isles of Bartram CDD
475 West Town Place, Suite 114
St Augustine, FL 32092



	DESCRIPTION	AMOUNT
	Reimbursement for Irrigation Billing (10%) (Reference JEA bill dated 10.11.19) V-28 (A) 1,320,572.465	\$1543.08
Any questions please call Vesta WGV Office 904-747-0181		
TOTAL AMOUNT DUE		\$1543.08

Make all checks payable to: Celestina Master Homeowners Association Please mail or deliver to
Vesta Services 411 South Central Avenue, Suite B Flagler Beach, FL 32136.



Isles Of Bartram CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

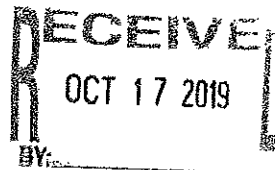
October 9, 2019
Project No: 13125.03000
Invoice No: 0191971

Project 13125.03000 Isles of Bartram CDD
Professional Services rendered through September 30, 2019
Professional Personnel

	Hours	Rate	Amount
Principal - Vice President	1.75	225.00	393.75
Totals	1.75		393.75
Total Labor			393.75

Invoice Total this Period: **\$393.75**

V-11 (A)
1, 310, 573, 311



England-Thims & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
14775 Old St. Augustine Road • Jacksonville, Florida 32258 • 904 604-6990 • FAX 904 640-9185
04-00002504 LC 0000310

D.

Isles of Bartram Park

Community Development District

Funding Request #36

September 13, 2019

FY2019

PAYEE

GENERAL FUND

1	BNY Mellon FY19-FY20 Trustee Fees Inv 252-2220642 8/14/19	\$	4,000.00
2	Celestina Master HOA, Inc August Irrigation Reimbursement Inv # 8/20/19	\$	679.07
3	Crystal Clean Pool Service Inc June Fountain Services Inv #M22358 7/11/19 July Fountain Services Inv #M22649 8/12/19 August Fountain Services Inv #M22822 9/10/19	\$ \$ \$	450.00 450.00 450.00
4	Disclosure Services LLC Amortization Schedule Seris 2017 8-1-19 Inv #4 7/25/19	\$	100.00
5	Egis Insurance & Risk Advisors FY20 Insurance Policy 9/12/19	\$	7,843.00
6	England Thims & Miller, Inc June Professional Services Inv # 190967 7/10/19	\$	112.50
7	Governmental Management Services, LLC August Mangement Fees Inv #63 8/1/19 September Management Fees Inv #64 9/1/19	\$ \$	4,480.64 4,626.57
8	Hopping Green & Sams June General Counsel Inv #109117 7/31/19 July General Counsel Inv #109617 8/30/19	\$ \$	72.00 120.00
9	The Lake Doctors, Inc. August Lake Maintenance Inv #449052 8/1/19 August Fountain Service - Quarterly Inv #449880 8/1/19 500 Watt Par 56 Bulb Inv #450903 8/13/19 September Lake Maintenance Inv #455118 9/1/19	\$ \$ \$ \$	1,170.00 340.00 93.50 1,170.00
10	Vesta August Management Services Inv #358954 8/1/19	\$	500.00
11	Yellowstone Landscape July Landscape Maintenance Inv #JAX 38767 7/15/19	\$	2,328.27
Total Funding Request		\$	28,985.55

Please make check payable to:

Isles of Bartram Park CDD

c/o GMS LLC

475 West Town Place

Suite 114

St. Augustine FL 32092

Signature: _____
Chairman/Vice Chairman

Signature: _____
Secretary/Asst. Secretary



BNY MELLON

The Bank of New York Mellon
Trust Company, N.A.

INVOICE

000079 XBFRSDD1 000000

Governmental Management Services, LLC
Attn: Jim Oliver
475 West Town Place, Suite 114
World Golf Village
St Augustine, FL 32092



V-16 (A)
1,310,573.330

Invoice Number: 252-2220642
Account Number: ISLES2017
Invoice Date: 14-Aug-19
Cycle Date: 01-Aug-19
Administrator: Thomas Radicioni
Phone Number: (904) 645-1985
Currency: USD

Isles of Bartram Park Community Development District Special Assessment Bonds, Series 2017

	Quantity	Rate	Proration	Subtotal	Total
Flat					
Administration Fee					4,000.00
For the period: August 01, 2019 to July 31, 2020					

2/12 - FY19 - 666.64 - 1,310,573.330
10/12 - FY20 - 3333.33 - 1,300,155,100

Invoice Total: 4,000.00
Satisfied To Date: 0.00
Balance Due: 4,000.00

Terms: Payable upon receipt. Please reference the invoice and account number with your remittance.
Our Tax ID Number is 95-3571558. Please fax Taxpayer Certification requests to (732) 667-9576.
The Bank of New York Mellon Trust Company, N.A is located at 400 South Hope Street - Suite 400,
Los Angeles, CA 90071

Check Payment Instructions:
The Bank of New York Mellon
Corporate Trust Department
P.O. Box 392013
Pittsburgh, PA 15251-9013
Please enclose billing stub.

Wire and ACH Payment Instructions:
The Bank of New York Mellon
ABA Number: 021000018
Account Number: 8901245259
Account Name: BNY Mellon - Fee Billing Wire Fees
Please reference Invoice Number: 252-2220642

Billing Stub

Isles of Bartram Park Community Development District Special Assessment
Bonds, Series 2017

Invoice Number: 252-2220642
Account Number: ISLES2017
Invoice Date: 14-Aug-19
Cycle Date: 01-Aug-19
Administrator: Thomas Radicioni
Phone Number: (904) 645-1985
Amount: 4,000.00 USD

000000634488252022206420000000000004000000

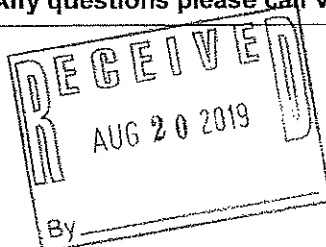
Celestina Master HOA, Inc

INVOICE

INVOICE DATE: 8/20/19

To: Daniel Laughlin
Isles of Bartram CDD
475 West Town Place, Suite 114
St Augustine, FL 32092

	DESCRIPTION	AMOUNT
	Reimbursement for Irrigation Billing (10%) (Reference JEA bill dated 8/14/19) <i>V-25 (A)</i> <i>1,320, 572.465</i>	\$679.07
Any questions please call Vesta WGV Office 904-747-0181		
TOTAL AMOUNT DUE		\$679.07

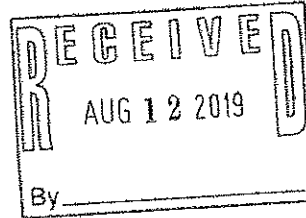


Make all checks payable to: Celestina Master Homeowners Association Please mail or deliver to
Vesta Services 411 South Central Avenue, Suite B Flagler Beach, FL 32136.

Crystal Clean Pool Service, Inc
9020-1 Berry Ave.
Jacksonville, Florida 32211
904-855-8884
crystalcleanpools@comcast.net

Invoice

BILL TO
Celestina Fountain
Isles of Bartram Park C.D.D.
475 West Town Place
Suite 114
St. Augustine, FL 32092



INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
M22358	07/11/2019	\$450.00	08/10/2019	Net 30	

P.O. NUMBER

June

ACTIVITY	QTY	RATE	AMOUNT
Monthly Service	1	450.00	450.00
Monthly Fountain Service			

BALANCE DUE

\$450.00

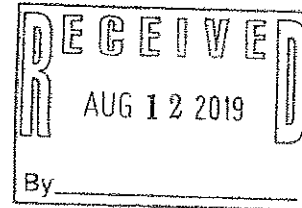
V-21 (A)

1,320, 572 (454)

Crystal Clean Pool Service, Inc
9020-1 Berry Ave.
Jacksonville, Florida 32211
904-855-8884
crystalcleanpools@comcast.net

Invoice

BILL TO
Celestina Fountain Isles of Bartram Park C.D.D. 475 West Town Place Suite 114 St. Augustine, FL 32092



INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
M22649	08/12/2019	\$450.00	09/11/2019	Net 30	

P.O. NUMBER

July

ACTIVITY	QTY	RATE	AMOUNT
Monthly Service	1	450.00	450.00
Monthly Fountain Service			

BALANCE DUE

\$450.00

V-21 (H)

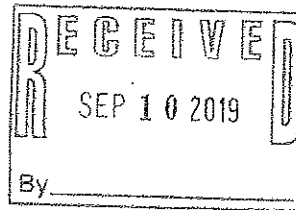
1,320.572.4621

Crystal Clean Pool Service, Inc
9020-1 Berry Ave.
Jacksonville, Florida 32211
904-855-8884
crystalcleanpools@comcast.net

Invoice

BILL TO

Celestina Fountain
Isles of Bartram Park C.D.D.
475 West Town Place
Suite 114
St. Augustine, FL 32092



1-32-572-464
21

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
M22822	09/10/2019	\$450.00	10/10/2019	Net 30	

P.O. NUMBER
August

DESCRIPTION	QTY	RATE	AMOUNT
Monthly Service Monthly Fountain Service	1	450.00	450.00

BALANCE DUE

\$450.00

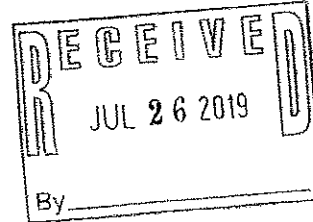
Disclosure Services LLC

1005 Bradford Way
Kingston, TN 37763

Invoice

Date	Invoice #
7/25/2019	4

Bill To
Isles of Bartram Park CDD c/o GMS, LLC



Terms	Due Date
Net 30	8/24/2019

Description	Amount
Amortization Schedule Series 2017 8-1-19 Prepay \$15,000 V-24 1.310, 573.312 Ⓐ	100.00
Total	
\$100.00	

Payments/Credits	\$0.00
Balance Due	\$100.00

Phone #
865-717-0976

E-mail
tcarter@disclosureservices.info



INVOICE

Customer	Isles at Bartram Park Community Development District
Acct #	522
Date	09/12/2019
Customer Service	Kristina Rudez
Page	1 of 1

Isles at Bartram Park Community Development District
c/o Governmental Management Services
475 West Town Place, STE #114
St. Augustine, FL 32092

Payment Information	
Invoice Summary	\$ 7,843.00
Payment Amount	
Payment for:	Invoice#9580
100119240	

Thank You

Please detach and return with payment



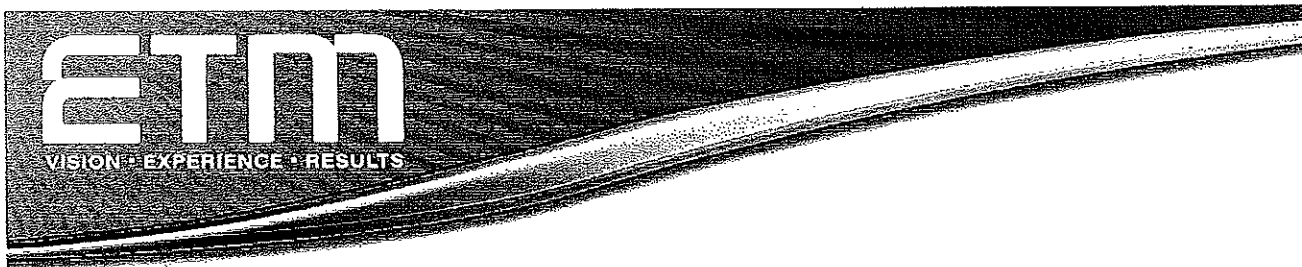
Customer: Isles at Bartram Park Community Development District

Invoice	Effective	Transaction	Description	Amount
9580	10/01/2019	Renew policy	Policy #100119240 10/01/2019-10/01/2020 Florida Insurance Alliance POL,EPLI,EBL,Herb & Pest - Renew policy Due Date: 9/12/2019 <u>Prepaid</u> FY20 Admin Ins \$5894 FY20 Property Ins \$1949	7,843.00
				Total
				\$ 7,843.00

Thank You

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

Remit Payment To: Egis Insurance Advisors, LLC	(321)233-9939	Date
Lockbox 234021 PO Box 84021 Chicago, IL 60689-4002	sclimer@egisadvisors.com	09/12/2019



Isles Of Bartram CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

July 10, 2019
Project No: 13125.03000
Invoice No: 0190967

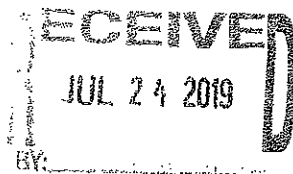
Project 13125.03000 Isles of Bartram CDD

Professional Services rendered through June 30, 2019

Professional Personnel

	Hours	Rate	Amount
Principal - Vice President	.50	225.00	112.50
Totals	.50		112.50
Total Labor			112.50

Invoice Total this Period \$112.50



V-11 (A)
1,310,573.311

England-Thims & Miller, Inc.

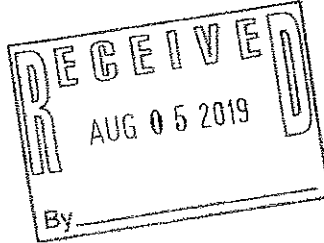
ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
14775 Old St. Augustine Road • Jacksonville, Florida 32258 • Tel: 904-642-8300 • Fax: 904-646-9485
CA-00002564 LC-0000316

Governmental Management Services, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Bill To:

Isles of Bartram Park CDD
475 West Town Place
Suite 114
At. Augustine, FL 32092



Invoice #: 63

Invoice Date: 8/1/19

Due Date: 8/1/19

Case:

P.O. Number:

Description	Hours/Qty	Rate	Amount
Management Fees - August 2019 1,310, 513, 340		3,750.00	3,750.00
Information Technology - August 2019 -11- 357		133.33	133.33
Dissemination Agent Services - August 2019 -11- 312		583.33	583.33
Office Supplies 570		0.15	0.15
Postage 420		7.98	7.98
Copies 425		5.85	5.85
V-1 (A)			
Total			\$4,480.64
Payments/Credits			\$0.00
Balance Due			\$4,480.64

Governmental Management Services, LLC
1001 Bradford Way
Kingston TN 37763

Invoice

Invoice #: 64
Invoice Date: 9/1/19
Due Date: 9/1/19
Case:
P.O. Number:

Bill To:

Isles of Bartram Park CDD
475 West Town Place
Suite 114
At. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Management Fees - September 2019		3,750.00	3,750.00
Information Technology - September 2019		133.33	133.33
Dissemination Agent Services - September 2019		583.33	583.33
Office Supplies		15.45	15.45
Postage		15.76	15.76
Copies		128.70	128.70
Total			\$4,626.57
Payments/Credits			\$0.00
Balance Due			\$4,626.57

Hopping Green & Sams

Attorneys and Counselors

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

V-4 (A)

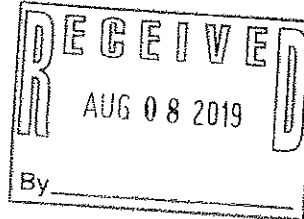
1,810,573.315

STATEMENT

Isles of Bartram Park Community Development Dist
c/o GMS, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

July 31, 2019

Bill Number 109117
Billed through 06/30/2019



General Counsel

IBPCDD 00001 WSH

FOR PROFESSIONAL SERVICES RENDERED

06/12/19	AHJ	Confer with Sweeting regarding budget hearing.	0.10 hrs
06/13/19	AHJ	Confer with Stephens regarding date of budget hearing.	0.10 hrs
06/14/19	AHJ	Prepare notice of public hearing on adoption of fiscal year budget.	0.40 hrs
Total fees for this matter			\$72.00

MATTER SUMMARY

Jaskolski, Amy H. - Paralegal	0.60 hrs	120 /hr	\$72.00
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TOTAL FEES			\$72.00
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TOTAL CHARGES FOR THIS MATTER			\$72.00
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BILLING SUMMARY

Jaskolski, Amy H. - Paralegal	0.60 hrs	120 /hr	\$72.00
-------------------------------	----------	---------	---------

TOTAL FEES			\$72.00
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TOTAL CHARGES FOR THIS BILL			\$72.00
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Please include the bill number on your check.

Hopping Green & Sams

Attorneys and Counselors

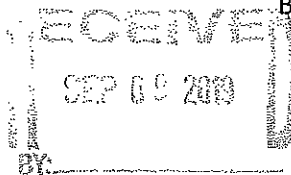
119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

STATEMENT

August 30, 2019

Isles of Bartram Park Community Development Dist
c/o GMS, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 109617
Billed through 07/31/2019



General Counsel
IBPCDD 00001 WSH

1-31-513-315
4

FOR PROFESSIONAL SERVICES RENDERED

07/17/19	JMW	Confer with staff regarding budget and notices; review same.	0.60 hrs
Total fees for this matter			\$120.00

MATTER SUMMARY

Walters, Jason M.	0.60 hrs	200 /hr	\$120.00
TOTAL FEES			\$120.00
TOTAL CHARGES FOR THIS MATTER			\$120.00

BILLING SUMMARY

Walters, Jason M.	0.60 hrs	200 /hr	\$120.00
TOTAL FEES			\$120.00
TOTAL CHARGES FOR THIS BILL			\$120.00

Please include the bill number on your check.



3543 State Road 419, Winter Springs, FL 32708
PH: 800-666-5253

INVOICE

Invoice #	449052
Account #	721658
Invoice Date	8/1/2019
Due Date	8/11/2019
Rep	MAS

Bill To
CELESTINA MASTER POA ISLES AT BARTRAM CDD 475 WEST TOWN PLACE SUITE 114 ST. AUGUSTINE, FLORIDA 32092

Invoice Questions: Lakes@lakedoctors.com Payment Questions: Payments@lakedoctors.com
--

Purchase Order Number	Terms	Invoice Date Reflects Month of Service Provided
	NET 10 DAYS	
Item	Description	Amount
	Monthly Water Management Service <div style="text-align: center;"> 1, 320, 592, 461 Customer Total Balance \$1,170.00 </div>	1,170.00
Please confirm your bank bill payer amount matches your invoice amount if you use a bank bill payer service. Thank you!		Total Invoice \$1,170.00

To help ensure prompt and accurate credit to your account, please include your account number and invoice number on your check and always include your remittance stub with your payment.

Please visit www.lakedoctors.com for your local office contact information.

PLEASE DETACH & RETURN THIS PORTION WITH PAYMENT

Bill To
CELESTINA MASTER POA ISLES AT BARTRAM CDD 475 WEST TOWN PLACE SUITE 114 ST. AUGUSTINE, FLORIDA 32092

Amount Enclosed

Invoice #	449052
Account #	721658
Date	8/1/2019

Go Green! Contact us at Payments@lakedoctors.com to have your invoices emailed.

For address and contact updates, please email us at Frontdesk@lakedoctors.com.

The Lake Doctors, Inc.
3543 State Road 419
Winter Springs, FL 32708



IF PAYING BY CREDIT CARD, FILL OUT BELOW		
Mastercard	Visa	American Express
Card #		
Card Verification #		
Exp. Date #		
Print Name		
Billing Address:	Check box if same as above	
Signature		



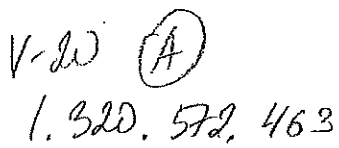

3543 State Road 419, Winter Springs, FL 32708
PH: 800-666-5253

INVOICE

Invoice #	449880
Account #	723920
Invoice Date	8/1/2019
Due Date	8/31/2019
Rep	MAS

Bill To
CELESTINA MASTER POA/FTNCLN ISLES AT BARTRAM CDD 475 WEST TOWN PLACE SUITE 114 ST AUGUSTINE, FLORIDA 32092

Invoice Questions: Lakes@lakedoctors.com Payment Questions: Payments@lakedoctors.com
--

Purchase Order Number		Terms	Invoice Date Reflects Month of Service Provided
		NET 30 DAYS	
Item	Description	Amount	
	Fountain Service-Quarterly (R)	340.00	
			
Customer Total Balance		\$340.00	
Please confirm your bank bill payer amount matches your invoice amount if you use a bank bill payer service. Thank you!		Total Invoice	\$340.00

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CELESTINA MASTER POA/FTNCLN ISLES AT BARTRAM CDD 475 WEST TOWN PLACE SUITE 114 ST AUGUSTINE, FLORIDA 32092

Amount Enclosed

Invoice #	449880
Account #	723920
Date	8/1/2019

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3543 State Road 419
Winter Springs, FL 32708



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Mastercard	Visa	American Express
Card #		
Card Verification #		
Exp. Date #		
Print Name		
Billing Address:	Check box if same as above	
Signature		



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PH: 800-666-5253

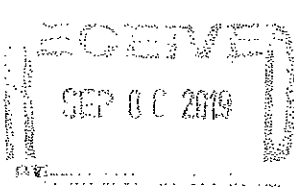
INVOICE

Invoice #	455118
Account #	721658
Invoice Date	9/1/2019
Due Date	9/11/2019
Rep	MAS

Bill To
CELESTINA MASTER POA ISLES AT BARTRAM CDD 475 WEST TOWN PLACE SUITE 114 ST. AUGUSTINE, FLORIDA 32092

1-32-572-461
20

Invoice Questions: Lakes@lakedoctors.com Payment Questions: Payments@lakedoctors.com

Purchase Order Number	Terms	Invoice Date Reflects Month of Service Provided	
	NET 10 DAYS		
Item	Description	Amount	
	Monthly Water Management Service	1,170.00	
			
		Customer Total Balance \$1,170.00	
Please confirm your bank bill payer amount matches your invoice amount if you use a bank bill payer service. Thank you!		Total Invoice	\$1,170.00

To help ensure prompt and accurate credit to your account, please include your account number and invoice number on your check and always include your remittance stub with your payment.

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PLEASE DETACH & RETURN THIS PORTION WITH PAYMENT

Bill To
CELESTINA MASTER POA ISLES AT BARTRAM CDD 475 WEST TOWN PLACE SUITE 114 ST. AUGUSTINE, FLORIDA 32092

Amount Enclosed

Invoice #	455118
Account #	721658
Date	9/1/2019

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The Lake Doctors, Inc.
3543 State Road 419
Winter Springs, FL 32708



IF PAYING BY CREDIT CARD, FILL OUT BELOW		
Mastercard	Visa	American Express
Card #		
Card Verification #		
Exp. Date #		
Print Name		
Billing Address:	Check box if same as above	
Signature		



3543 State Road 419, Winter Springs, FL 32708
PH: 800-666-5253

INVOICE

Invoice #	450903
Account #	723920
Invoice Date	8/13/2019
Due Date	9/12/2019
Rep	MAS

Invoice Questions:
Lakes@lakedoctors.com
Payment Questions:
Payments@lakedoctors.com

Bill To
CELESTINA MASTER POA/FTNCLN
ISLES AT BARTRAM CDD
475 WEST TOWN PLACE
SUITE 114
ST AUGUSTINE, FLORIDA 32092

Purchase Order Number	Terms
	NET 30 DAYS

Item	Description	Amount
	<p>One (1) 500 Watt Par 56 Bulb 08/08/19 Sales Tax - ST JOHNS</p> <p>1,320, 52.46</p> <p>V-20 (A)</p> <p>RECEIVED AUG 15 2019</p>	<p>93.50 6.08</p> <p>R&R</p>
Total Invoice		\$99.58

To ensure prompt and accurate processing of your payment, please include your remittance stub and/or your account number/invoice number on your check.

For scheduling, please contact your local office.

PLEASE DETACH & RETURN THIS PORTION WITH PAYMENT

Bill To
CELESTINA MASTER POA/FTNCLN ISLES AT BARTRAM CDD 475 WEST TOWN PLACE SUITE 114 ST AUGUSTINE, FLORIDA 32092

Amount Enclosed

Invoice #	450903
Account #	723920
Date	8/13/2019

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For address and contact updates, please email us at:
Frontdesk@lakedoctors.com

The Lake Doctors, Inc.
3543 State Road 419
Winter Springs, FL 32708



IF PAYING BY CREDIT CARD, FILL OUT BELOW

Mastercard Visa American Express

Card # _____

Card Verification # _____

Exp. Date # _____

Print Name _____

Billing Address: ☐ Check box if same as above

Billing Address: _____ CHECK BOX IF SAME AS ABOVE

Signature _____



The Lake Doctors, Inc.
Aquatic Management Services

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

8/12/19

SERVICE ORDER

SALES REP. MAS

ACCOUNT/SITE <u>CELESTINA MASTER</u>		ACCOUNT # <u>723920</u>
BILLING NAME		DATE <u>8/8/19</u>
BILLING ADDRESS		COUNTY # <u>58</u>
CONTACT		PHONE #
EMAIL ADDRESS		Email Invoice: Y <input type="radio"/> N <input type="radio"/>
PO#	MANUFACTURER: AQM <input type="radio"/> AES <input type="radio"/> KAS <input type="radio"/> LF <input type="radio"/> OA <input type="radio"/> OTT <input type="radio"/> AQG <input type="radio"/> ARM <input type="radio"/> ODS <input type="radio"/>	

SERVICE REQUEST

NOTES DONE DURING QUARTERLY SERVICE

QTY	UNIT	DESCRIPTION	PRICE	EXTENDED
1		500 WATT PAR 56 BULB		8.50

JASON BROWN

SERVED BY:

8/8/19

SERVICE DATE:

DURING QUARTERLY SERVICE

WORK AUTHORIZED BY:

PARTS TOTAL 85.00

LABOR

MISC. CHARGES* 8.50

SUBTOTAL 93.50

6.5 % STATE SALES TAX 6.08

FREIGHT

TOTAL 99.58

CUSTOMER SIGNATURE

DATE

The terms and conditions appearing on the reverse side, form an integral part of this Service Order, and CUSTOMER hereby acknowledges that he/she has read and is familiar with the contents thereof.
Pricing is valid thirty (30) days from date of quotation.

Central Florida
(407) 327-1080
1-800-666-5253

Ft. Lauderdale
(954) 665-7488
1-800-666-5253

Sarasota
(941) 377-0858
1-800-444-5253

Jacksonville
(904) 262-5600
1-844-818-9832

Largo
(727) 844-7044
1-888-666-5253

Fl. Myers
(239) 693-2270
1-800-444-5253

Navarre
(904) 959-5787
1-800-398-5253

South Carolina
(843) 873-1911

Ohio
(833) 433-2942
1-888-774-5253

Online Use Only: Email ☐ Fax ☐ Mail ☐

LD-1075 7/18 R/O MAG 407-457-2414



3543 State Road 419, Winter Springs, FL 32708
PH: 800-666-5253

INVOICE

Invoice #	455118
Account #	721658
Invoice Date	9/1/2019
Due Date	9/11/2019
Rep	MAS

Bill To
CELESTINA MASTER POA ISLES AT BARTRAM CDD 475 WEST TOWN PLACE SUITE 114 ST. AUGUSTINE, FLORIDA 32092

1.32.572.461
20

Invoice Questions: Lakes@lakedoctors.com Payment Questions: Payments@lakedoctors.com

Purchase Order Number	Terms	Invoice Date Reflects Month of Service Provided
	NET 10 DAYS	
Item	Description	Amount
	Monthly Water Management Service	1,170.00
Customer Total Balance \$1,170.00		
Please confirm your bank bill payer amount matches your invoice amount if you use a bank bill payer service. Thank you!		Total Invoice \$1,170.00

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Bill To
CELESTINA MASTER POA ISLES AT BARTRAM CDD 475 WEST TOWN PLACE SUITE 114 ST. AUGUSTINE, FLORIDA 32092

Amount Enclosed

Invoice #	455118
Account #	721658
Date	9/1/2019

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The Lake Doctors, Inc.
3543 State Road 419
Winter Springs, FL 32708



IF PAYING BY CREDIT CARD, FILL OUT BELOW		
Mastercard	Visa	American Express
Card #		
Card Verification #		
Exp. Date #		
Print Name		
Billing Address:	Check box if same as above	
Signature		



Invoice

Vesta Property Services, Inc.
245 Riverside Avenue
Suite 250
Jacksonville FL 32202

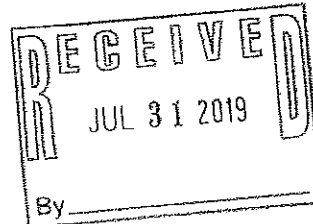
Invoice # 358954
Date 8/1/2019

Terms
Due Date
Memo

Due on receipt
8/1/2019
MANAGEMENT SERV...

Bill To

Isles of Bartram Park CDD
475 West Town Place
Suite 250
Jacksonville FL 32092



Description	Quantity	Rate	Amount
MANAGEMENT SERVICES	1	500.00	500.00

Total \$500.00

V-18 (A)
/ 320, 538, 45501