



Rizzetta & Company

# **Southaven Community Development District**

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## **Board of Supervisors' Meeting August 5, 2020**

District Office:  
2806 N. Fifth Street  
Unit 403  
St. Augustine, FL 32084

[www.southavencdd.org](http://www.southavencdd.org)

## **SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT**

Rizzetta & Company, Inc., 2806 North Fifth Street, Unit 403, St. Augustine, FL 32084

<b>Board of Supervisors</b>	Walter O'Shea Lane Gardner Carla Luigs Kevin Jund Matthew Gallagher	Chariman Vice Chariman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Melissa Dobbins	Rizzetta & Company, Inc.
<b>District Counsel</b>	Jonathan Johnson Katie Buchanan	Hopping Green & Sams, P.A. Hopping Green & Sams, P.A.
<b>Interim Engineer</b>	Scott Lockwood	England, Thims & Miller

**All cellular phones must be placed on mute while in the meeting room.**

The first section of the meeting is called Public Comments. Individuals are limited to a total of three (3) minutes to make comments during this time.

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 (904) 436-6270. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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..

# SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE • 2806 North 5<sup>th</sup> Street • Suite 403 • St. Augustine, FL 32084 • 904-436-6270

[www.southavencdd.org](http://www.southavencdd.org)

July 29, 2020

## Board of Supervisors Southaven Community Development District

### AGENDA

The **regular** meeting of the Board of Supervisors of the Southaven Community Development District will be held on **August 5, 2020 at 10:00 a.m.** and at this time, the meeting is scheduled to be held at the Markland Amenity Center located at 61 Clarissa Lane St. Augustine, FL 32095. However, in the event the Governor extends his executive orders allowing public entities to establish quorum via telephonic/video conferencing means, the meeting will be held virtually. We will continue to monitor and advise as we approach the meeting date of any changes. The following is the agenda for this regular meeting:

1. **CALL TO ORDER/ROLL CALL**
2. **PUBLIC COMMENTS ON AGENDA ITEMS**
3. **BUSINESS ADMINISTRATION**
  - A. Consideration of the Minutes of the Board of Supervisors' Special Meeting held June 3, 2020.....Tab 1
  - B. Ratification of the Operations and Maintenance Expenditures for May 2020 and June 2020.....Tab 2
4. **STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
  - C. Landscape and Maintenance
    - 1.) Yellowstone Landscape Report, July 2020.....Tab 3
  - D. Construction Administrator
  - E. Amenity Manager
    - 1.) Amenity Manager Report, August 5, 2020.....Tab 4
    - 2.) Field Maintenance Manager Report, August 5, 2020.....Tab 5
    - 3.) Clear Waters, Lake Management Report, June 24, 2020.....Tab 6
  - F. District Manager
5. **BUSINESS ITEMS**
  - A. Consideration of Howard Services Renewal Proposal for HVAC Maintenance.....Tab 7
  - B. Consideration of Envera Security Proposal.....Tab 8
  - C. Consideration of Vesta Renewal Agreement.....Tab 9
  - D. Public Hearing on Rules of Procedure
    - 1.) Consideration of Resolution 2020-09, Adopting Amended Rules of Procedure.....Tab 10
  - E. Public Hearing on Towing Policy
    - 1.) Consideration of Resolution 2020-10, Adopting Policies Relating to Overnight Parking Enforcement.....Tab 11
  - F. Public Hearing on Fiscal Year 2020-2021 Final Budget
    - 1.) Consideration of Resolution 2020-11, Adopting Fiscal Year 2020-2021 Final Budget.....Tab 12

- G. Consideration of Resolution 2020-12, Imposing Special Assessments.....Tab 13
- H. Consideration of Resolution 2020-13, Designating Date, Time and  
Location of Regular Board of Supervisors' Meetings for Fiscal Year  
2020-2021.....Tab 14

**6. SUPERVISOR REQUESTS**

**7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at 904-436-6270.

# **PUBLIC COMMENTS**

**CALL TO ORDER / ROLL CALL**

# **BUSINESS ADMINISTRATION**

## **Tab 1**



**MINUTES OF MEETING**

*Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.*

**SOUTHAVEN  
COMMUNITY DEVELOPMENT DISTRICT**

The **special** meeting of the Board of Supervisors of Southaven Community Development District was held **Wednesday, June 3, 2020 at 10:00 a.m.** held via teleconference or video conference at 1-929-205-6099 ID # 563 862 7540 pursuant to Executive Orders 20-52, 20-69 and 20-123 issued by Governor DeSantis, respectively, and pursuant to Section 120.54(5)(b)2., Florida Statutes.

Present and constituting a quorum:

Walter O'Shea	<b>Board Supervisor, Chairman</b>
Lane Gardner	<b>Board Supervisor, Vice Chairman</b>
Kevin Jund	<b>Board Supervisor, Assistant Secretary</b>
Carla Luigs	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Melissa Dobbins	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Katie Buchanan	<b>District Counsel, Hopping Green &amp; Sams</b>
Scott Lockwood	<b>District Engineer, England Thims &amp; Miller</b>
Thomas Welch	<b>Construction Administrator, Hines</b>
Lourens Erasmus	<b>Field Operations Manager, Vesta</b>
Lisa Licata	<b>Amenity Manager, Vesta</b>
Garratt Cannady	<b>Representative, Yellowstone Landscaping</b>

**FIRST ORDER OF BUSINESS****Call to Order**

Ms. Dobbins called the meeting to order at 10:03 a.m. and read roll call.

**SECOND ORDER OF BUSINESS****Public Comments**

No members of the public present for comments.

**THIRD ORDER OF BUSINESS****Consideration of the Minutes of the  
Board of Supervisors' Regular  
Meeting held February 5, 2020**

On a motion by Mr. Jund, seconded by Ms. Luigs, with all in favor, the Board approved the Minutes of the Board of Supervisors' Special Meeting held February 5, 2020 for Southaven Community Development District.

**FOURTH ORDER OF BUSINESS****Ratification of the Operations and Maintenance Expenditures for January 2020, February 2020, March 2020 and April 2020**

On a motion by Mr. O'Shea, seconded by Ms. Luigs, with all in favor, the Board ratified Operations and Maintenance Expenditures for January 2020 in the amount of \$82,964.43 for Southaven Community Development District.

On a motion by Mr. Jund, seconded by Mr. O'Shea, with all in favor, the Board ratified Operations and Maintenance Expenditures for February 2020 in the amount of \$39,267.60, March 2020 in the amount of \$62,740.50 and April 2020 in the amount of \$46,607.76 for Southaven Community Development District.

**FIFTH ORDER OF BUSINESS****Ratification of Acceptance of Annual Audit Report, Year Ending September 30, 2019**

On a motion by Mr. O'Shea, seconded by Ms. Luigs, with all in favor, the Board ratified acceptance of Annual Audit Report, Year Ending September 30, 2019 for Southaven Community Development District.

**SIXTH ORDER OF BUSINESS****Consideration of LLS, Tax Solutions Engagement for Special Assessment Bond Series, 2015A-1, Series 2015A-2, Series 2016A-1 and Series 2016A-2**

On a motion by Mr. Jund, seconded by Mr. O'Shea, with all in favor, the Board approved LLS, Tax Solutions Engagements for Special Assessment Bond Series 2015A-1, 2015A-2 and 2016A-1, 2016A-2 both for three (3) years at \$500.00 per year for each bond series for Southaven Community Development District.

**SEVENTH ORDER OF BUSINESS****Ratification of Account Custody Series, 2016 Requisitions CUS 70 and CUS 71**

REQUISITION NO.	PAYEE	AMOUNT
CUS 70	FERREL BROS. MARINE	\$44,904.00
CUS 71	SUNDANCER SIGN GRAPHICS	\$225.00

On a motion by Mr. O'Shea, seconded by Mr. Jund, with all in favor, the Board ratified Special Assessments Bond Series 2016 Requisitions for Custody Account Series 2018, CUS 70 and CUS 71 for Southaven Community Development District.

**EIGHTH ORDER OF BUSINESS****Ratification of Special Assessment  
Bond, Series 2016, Requisition CR40**

CR40	ENGLAND THIMS AND MILLER	456.71

On a motion by Mr. Jund, seconded by Mr. O'Shea, with all in favor, the Board ratified Requisition CR40 for Southaven Community Development District.

**NINTH ORDER OF BUSINESS****Consideration of Resolution 2020-04,  
Re-Designating Secretary**

On a motion by Mr. Jund, seconded by Ms. Luigs, with all in favor, the Board adopted Resolution 2020-04, Re-Designating Bob Schleifer as Secretary for Southaven Community Development District.

**TENTH ORDER OF BUSINESS****Consideration of Resolution 2020-05,  
Amending Bank Signatories**

On a motion by Mr. Jund, seconded by Ms. Luigs, with all in favor, the Board adopted Resolution 2020-05, Amending Bank Signatories for Southaven Community Development District.

**ELEVENTH ORDER OF BUSINESS****Consideration of Resolution 2020-06,  
Setting Landowner Election**

On a motion by Mr. O'Shea, seconded by Mr. Jund, with all in favor, the Board adopted Resolution 2020-06, Setting Landowner Election for November 18, 2020 at 10:00 a.m. at the Markland Amenity Center located at 61 Clarissa Lane, St. Augustine, FL 32095 for Southaven Community Development District.

**TWELFTH ORDER OF BUSINESS****Consideration of Resolution 2020-07,  
Adopting Internal Control Policies**

On a motion by Mr. O'Shea, seconded by Mr. Jund, with all in favor, the Board adopted Resolution 2020-07, Adopting Internal Control Policies for Southaven Community Development District.

**THIRTEENTH ORDER OF BUSINESS****STAFF REPORTS****A. District Counsel**

No report.

**B. District Engineer**

1.) Acceptance of Annual Engineer Report, May 7, 2020

On a motion by Mr. Jund, seconded by Ms. Luigs, with all in favor, the Board accepted Annual Engineer Report dated May 7, 2020 for Southaven Community Development District.

**C. Landscape Report**

1.) Yellowstone Landscape Report, May 2020

Mr. Cannady reviewed report under tab 13 of the agenda.

**D. Construction Administrator**

Mr. Welch noted that they are done with vertical construction and will be transferring to proper entities.

**E. Amenity Report**

1.) Amenity Manager Report, June 3, 2020

Ms. Licata updated the Board of Supervisors' that they are open at 50% capacity.

The Board approved opening Tuesday, Wednesday and Thursday pool hours

unstaffed. She then reviewed her Amenity Manager Report (Exhibit A)

and reviewed the issues with swing gate and how the motor is not equipped to handle the custom gate's weight. The Board of Supervisors' discussed and asked staff to look into a proposal for a virtual gate operator.

2.) Field Operations Manager Report, June 3, 2020

Mr. Erasmus stated pool coping was fixed and some trees came down at the dog park.

3.) Clear Waters Pond Report, April 28, 2020

Mr. Erasmus provided a pond update.

**F. District Manager Report**

1.) Presentation of Registered Voters

Ms. Dobbins presented and noted that there were 387 registered voters living in the District as of April 15, 2020

**FOURTEENTH ORDER OF BUSINESS****Ratification of New and Revised  
Amenity Facility Policies**

Ms. Dobbins reviewed new policies regarding fishing and kayak launch.

On a motion by Mr. Jund, seconded by Ms. Luigs, with all in favor, the Board ratified new and revised Amenity Facility Policies for Southaven Community Development District.

**FIFTHTEENTH ORDER OF BUSINESS****Ratification of Vesta Agreement,  
Amendment No. 2**

Ms. Dobbins stated this Amendment # 2 increased the Amenity Managers hours from 24 hours a week to 32 hours a week.

On a motion by Mr. O'Shea, seconded by Ms. Luigs, with all in favor, the Board ratified Vesta Agreement, Amendment No. 2 for Southaven Community Development District.

**SIXTEENTH ORDER OF BUSINESS****Consideration of Resolution 2020-08,  
Approving Fiscal Year 2020-2021  
Proposed Budget and Setting Public  
Hearing**

Ms. Dobbins reviewed Fiscal Year 2020-2021 Proposed Budget.

On a motion by Mr. O'Shea, seconded by Ms. Luigs, with all in favor, the Board adopted Resolution 2020-08 Approving Fiscal Year 2020-2021- Proposed Budget and Setting Public Hearing for August 5, 2020 at 10:00 a.m. at the Markland Amenity Center located at 61 Clarissa Lane, St. Augustine, FL 32095 for Southaven Community Development District.

**SEVENTEENTH ORDER OF BUSINESS****Supervisor Request**

No supervisor request.

**EIGHTEENTH ORDER OF BUSINESS****Adjournment**

On a motion by Mr. Jund, seconded by Mr. O'Shea, with all in favor, the Board adjourned the Board of Supervisors' Meeting at 11:03 a.m. for Southaven Community Development District.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

# **Exhibit A**



*Amenity Manager Report*  
*Southaven CDD Meeting*  
*June 3<sup>rd</sup>, 2020*

Date of Report: June 3, 2020

Submitted by: Lisa Licata

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○ **Upcoming Events**

- All Upcoming events are cancelled for now.

○ **Concluded Event**

- Last Fire pit Party of 2020 was February 28.

○ **Amenity Center**

- I have 215 families registered at the Manor House of which 210 are residing in the community.
- Cleaned the Manor House top to bottom during Quarantine, including all gym equipment, stairs, pictures, tables and chairs, bathrooms, lots of detailing.
- Matt did some touch up paint around the walls of the Manor House.
- We cleaned the gate house and detailed during Quarantine.
- Continuous communication with the residents and Hines during Quarantine.

**Lisa Licata, Amenity Manager**

Please call me with any concerns or questions.

Cell Phone: (904) 315-5171



## **Tab 2**

# **SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT**

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DISTRICT OFFICE · 2806 N. FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FLORIDA 32084

## **Operation and Maintenance Expenditures May 2020 Presented For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from May 1, 2020 through May 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$40,877.63**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

# Southaven Community Development District

## Paid Operation & Maintenance Expenditures

May 1, 2020 Through May 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Advanced Disposal St Johns County- PW	002008	PW0000084618	Acct # 003552 -04/20	\$ 95.99
Comcast	002009	8495741401210954	Wireless Telephone Services 04/20	\$ 145.15
Dog Waste Depot	002024	147268	Dog Waste Bags 05/20	\$ 95.82
Florida Power & Light	002017	FPL Summary 04/20	FPL Summary 04/20	\$ 2,061.35
Giddens Security Corporation	002018	23460237	Security Service 04/01/2020-04/30/2020	\$ 6,674.40
Hopping Green & Sams	002019	114519	General Legal Services 03/20	\$ 2,286.50
LLS Tax Solutions Inc.	002020	001926	Arbitrage Rebate Calculation Series 2015A-1	\$ 500.00
Newagetutors LLC BBA Global Tech	002025	1649	Website ADA Compliance	\$ 4,750.00
Newagetutors LLC BBA Global Tech	002025	1650	Website ADA Compliance	\$ 1,500.00
Poolsure	002010	131295592023	Water Management 05/20	\$ 412.50
Quick Catch, Inc	002014	14231	Monthly Snake Service 04/20	\$ 395.00
Quick Catch, Inc	002014	14671	Monthly Snake Service 05/20	\$ 395.00
Rizzetta & Company, Inc.	002011	INV0000049246	District Management Fees 05/20	\$ 3,258.08

## Southaven Community Development District

### Paid Operation & Maintenance Expenditures

May 1, 2020 Through May 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta Technology Services, LLC	002012	INV0000005778	Website & Email Hosting Services 05/20	\$ 175.00
Smith Electrical, Inc.	002021	15030	Replaced 3 Ballasts and 3 Lamps	\$ 759.92
St Johns Utility Department	002015	SJC Utility Summary 04/20	St Johns County Utility Summary 04/20	\$ 3,737.24
Vesta Property Services, Inc.	002022	369484	Reimburse Purchases 04/20	\$ 359.69
Village Key & Alarm, Inc.	002013	386264	Battery and Service Labor 03/20	\$ 110.00
Yellowstone Landscape	002023	JAX 110034	Landscape Maintenance 05/20	\$ 13,035.99
Yellowstone Landscape	002016	JAX 110487	Irrigation Repairs 05/20	<u>\$ 130.00</u>
Report Total				<u><u>\$ 40,877.63</u></u>

# **SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT**

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DISTRICT OFFICE · 2806 N. FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FLORIDA 32084

## **Operation and Maintenance Expenditures June 2020 Presented For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2020 through June 30, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$59,259.88**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

# Southaven Community Development District

## Paid Operation & Maintenance Expenditures

June 1, 2020 Through June 30, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Advanced Disposal St Johns County- PW	002032	PW0000085966	Acct # 003552 -05/20	\$ 95.99
Clear Waters, Inc.	002046	106145	Lake Management 06/20	\$ 680.00
Comcast	002026	8495741401210954	Wireless Telephone Services 05/20	\$ 145.18
Comcast	002026	8495741401213297	Wireless Telephone Services 05/20	\$ 599.06
Dept of Business & Professional Regulation	002039	103254 2020	Certificate Renewal For Elevator - License Number	\$ 75.00
England-Thims & Miller, Inc.	002033	0194488	Engineering Services 05/20	\$ 1,575.33
Florida Department of Health in St. Johns County	002040	55-BID-4700453	Renewal Pool Permit 55-60-1656278 2020/2021	\$ 350.00
Florida Power & Light	002047	FPL Summary 05/20	FPL Summary 05/20	\$ 2,521.21
Giddens Security Corporation	002041	23460386	Security Service 05/01/2020-05/31/2020	\$ 7,371.00
Hopping Green & Sams	002034	115006	General Legal Services 04/20	\$ 852.50
Howard Services, Inc.	002042	C-3073	Semiannual Mechanical Maintenance 04/20	\$ 248.50
Newagetutors LLC BBA Global Tech	002037	1684	Website ADA Compliance	\$ 400.00
Newagetutors LLC BBA Global Tech	002037	1697	Website ADA Compliance	\$ 300.00

# Southaven Community Development District

## Paid Operation & Maintenance Expenditures

June 1, 2020 Through June 30, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
OnSight, Inc	002043	002-20-270110-1	Street Signage 04/20	\$ 1,813.00
Poolsure	002027	131295592842	Water Management 06/20	\$ 412.50
Quick Catch, Inc	002035	15138	Monthly Snake Service 06/20	\$ 395.00
Rizzetta & Company, Inc.	002028	INV0000050129	District Management Fees 06/20	\$ 3,258.08
Rizzetta Technology Services, LLC	002029	INV0000005879	Website & Email Hosting Services 06/20	\$ 175.00
St Johns Utility Department	002030	SJC Utility Summary 05/20	St Johns County Utility Summary 05/20	\$ 4,433.98
Sunbelt Gated Access Systems of Florida, LLC.	002044	71633	Service Call 05/20	\$ 700.00
The St. Augustine Record Dept 1261	002048	05222020 05/20	Acct# 18938 Legal Advertising 05/04 & Monthly Pest Control 05/20	\$ 215.41
Turner Pest Control LLC	002031	6617577	Monthly Pest Control 05/20	\$ 70.00
Turner Pest Control LLC	002049	6688284	Monthly Pest Control 06/20	\$ 70.00
Vesta Property Services, Inc.	002045	369306	Amenity Management / General Facility Maint /	\$ 9,823.83
Vesta Property Services, Inc.	002050	370139	Amenity Management / General Facility Maint /	\$ 9,527.83
Vesta Property Services, Inc.	002036	370211	Billable Mileage 05/20	\$ 50.49

## Southaven Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2020 Through June 30, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Wayne Automatic Fire Sprinklers, Inc.	002038	817104	Annual Fire Extinguisher Qtrly Inspection 05/20	\$ 65.00
Yellowstone Landscape	002051	JAX 122224	Landscape Maintenance 06/20	<u>\$ 13,035.99</u>
Report Total				<u><u>\$ 59,259.88</u></u>



# STAFF REPORTS

# District Counsel

# District Engineer

# **Landscape and Maintenance**

## **Tab 3**



### **Southaven CDD: Monthly Landscape Report – July 2020**

**Irrigation Maintenance:** The monthly inspection was completed at the beginning of the month and all necessary repairs have been made. The system is set to run 4 to 5 days a week at this time. We will continue to monitor and will make any adjustments as needed. All rain sensors are functional.

**Fungus/Pest/Fertilizer applications:** All of the turf on property was treated on the 24<sup>th</sup> for weeds. Also, all of the plant material was treated on the 17<sup>th</sup> with fertilizer, insecticide and fungicide. We are continuing to treat the soil as much as possible but will need the extra soil amendements proposed to have success.

**Maintenance:** We are currently in the summer months and mowing all of the turf on property as needed. We are also keeping everything trimmed as needed. We are receiving steady rainfall which is keeping most of the property green and healthy. We will continue to monitor and adjust mowing/trimming scheduled as necessary.

**Annuals/Mulch:** Annuals were replaced in April and will be replaced again in August. We are holding off on install of mulch until rock buffer in some of the parks is completed.

**Street Sweeping:** Street sweeping is done on the last week of every month.

**Pending Proposals:**

- Zoysia Sod Replacment
- Rock Buffer in Mulch Beds
- Soil Treatment

**Completed Proposals:**

- Lot Grading & Irrigation Repair on Latrobe

**Garrett Cannady**  
Account Manager

# **Construction Administrator**

# **Amenity Manager and Field Maintenance**



## **Tab 4**



*Amenity Manager Report*  
***Southaven CDD Meeting***  
*August 5<sup>th</sup> , 2020*

Date of Report: August 5<sup>th</sup> , 2020

Submitted by: Lisa Licata

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○ ***Upcoming Events***

- All Upcoming events are cancelled for now.

○ ***Concluded Event***

- Sign up registrations are no longer needed for Gym and Pool.

○ ***Amenity Center***

- I have 239 families registered at the Manor House of which 234 are residing in the community.
- Pressure washed the peaks of the Manor House.
- Continual cleaning and sanitizing of the Manor house and all amenities, including gym, pool area and bathrooms.
- Belt replaced on exit barrier arm.
- Acquired a quote from Envera for gates and security sent to the board and DM. Envera rep will attend meeting to discuss and answer questions.
- Asking permission from board to relocate the dog station in the middle of Westcott, to Phase 3 and purchase one more dog station for amenity center near the mailboxes and back of the tennis courts.
- Started club and pool rentals again, half capacity indoors(max of 30 people) waivers are signed.
- Discuss Bunco with Board on possible restart date?

**Lisa Licata, Amenity Manager**

Please call me with any concerns or questions.

Cell Phone: (904) 315-5171

## **Tab 5**



## **Markland** **Field Op's Report**

Date of report: **08/05/20**

Submitted by: ***Matt Krabill***

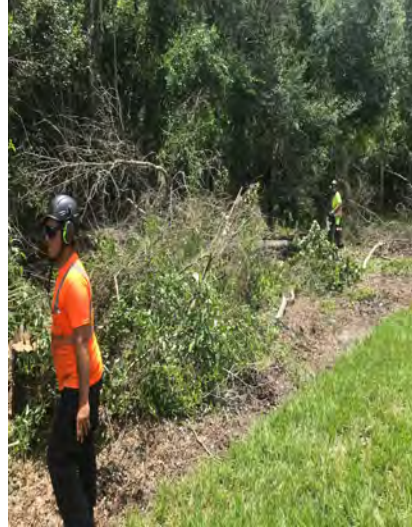
**This is a short breakdown of the projects and work that we have been busy with since the meeting.**

- Repainting road stop lines and walkway lines in phase 1
- Cut up the tree behind 224 Westcott. Received a quote for two other dead trees and were cut down.
- Removed overflowing mulch from the pool area to prevent the mulch from washing into the pool during every rain event.
- Cleaned up a downed limb in the dog park and fixed the fence a 3rd time. The tree is dead and the limbs are breaking off and falling to the ground.
- Changed water filter on gym water fountain.
- Changed out stenner tube on acid pump in pool room.
- Had the Manor House peaks pressure washed and it turned out great.
- Inspected the drainage at 316 Renwick, found an existing drain and ensured that it was open and functioning. The low area is close to the residents yard.
- Contacting Epic Pools about pump motor 3, it's having trouble keeping prime causing a reduced flow rate that could get us into trouble with the dept of health.
- Treated sidewalk areas that have mold and green algae growth.
- Normal day to day operations cleaning, trash pickup, pool maintenance.

### **Project and actions items:**







## **Tab 6**

## **Lake Management Report**

**Job:** Markland (Southhaven CDD)

**Date:** 6-24-2020

**Technician:** S Johnson

**Equipment:** Skiff

**Weather:** Sunny

**Lake ID:**

1. Southern Naiad



2. Southern Naiad



# District Manager



# **BUSINESS ITEMS**

## **Tab 7**



## **MAINTENANCE AND INSPECTION AGREEMENT FOR**

**Markland Amenity Center  
61 Clarissa Lane  
St Augustine, FL 32095**

### **I. Scope of Work:**

Howard Services, Inc. will provide all labor, materials and supplies to perform **Semi-Annual Mechanical Maintenance and Inspections** with **Semi-Annual Filter Changes** on the specified equipment identified in the attached Equipment List, following the procedures in the attached guidelines.

### **II. Equipment List: (4) Lennox Split Systems**

### **III. Terms, Conditions & Warranty:**

- A. This Agreement will take effect on the date of approval and shall continue thereafter for a period of (24) Twenty-Four months from effective date as specified in Section VI. Thereafter, this Agreement shall automatically renew for a consecutive, successive term of (24) Twenty-Four months, unless and until cancellation by either party hereto with a (30) Thirty day written notice of cancellation from one party to the other. Any requested cost adjustments will be based on the Consumer Price Index affecting our industry. Notice of any such change will be sent at least 30 days prior to the effective date.
- B. Howard Services, Inc. will complete all work in a workmanlike manner according to standard trade practices.
- C. The warranties and obligations set forth herein are in lieu of all other warranties and liabilities whether in contract or in negligence, express or implied in law or in fact, including the implied warranties of fitness for particular use.
- D. Services outlined in this Agreement will be performed during normal working hours except for emergency service. For work performed at other than normal working hours, Agreement to accommodate the customer's schedule, the difference in overtime and straight time rates will be billed.

Customer Initial's \_\_\_\_\_

- E. No liability whatever shall attach to Howard Services, Inc. until the products and services have been paid for and said liability shall be limited to the purchase price.
- F. The venue for any legal action related to/or concerning this Agreement shall be Duval County, Florida. In any such proceedings, the prevailing party shall be entitled to recover attorney's fees, including fees on appeal.

#### IV. Exclusions:

There shall be no liability under this Agreement for the following:

- A. Structural alterations to the premises within which the equipment included is installed, necessary for service, parts repair or replacement as provided for in this Agreement. Any and all painting, equipment corrosion or erosion, repair or patching of the building if necessarily removed for access to the equipment being serviced is NOT INCLUDED.
- B. For any default, delay in performance or extraordinary damage hereunder caused by any contingency beyond our control, including but not limited to war, government restrictions or restraints, strikes, fire, floods, acts of God, short or reduced supply of any material or furnished products.
- C. That which in any way duplicated protection provided under any other existing warranty or contract.
- D. System design or performance in maintaining design conditions except through failures of equipment specifications covered herein.
- E. This Agreement does not cover electrical service, duct work and insulation, recording instruments, gauges or thermometers, water supply and drains, air volume adjustments, plumbing or piping work required by government and other codes and regulations nor any services performed beyond those specifically enumerated herein.
- F. The handling, control, disposal, repair, or replacement of any materials Covered under EPA Toxic Substances Control Act 40 CFR Part 763.
- G. Any Consequential damages of any nature whatsoever.
- H. Failure to discover necessary repairs or replacement.
- I. Maintenance and Inspection Agreements do not cover refrigerants, gaskets, or other additional parts, and material or labor. Conditions adversely affecting efficiency and operation which is not evident on prior inspection may be discovered as work progresses. Upon discovery, any such condition will be called to the attention of the purchaser and an estimate will be furnished for the cost of correcting same.

V. Owner Responsibilities:

- A. The Owner is responsible for the operation of the equipment and must insure that qualified personnel are provided for such operation.
- B. The Owner agrees to furnish safe and free access to all equipment covered by this Agreement for the purpose of executing the terms of this Agreement.
- C. Howard Services, Inc. is not obligated to render service under this Agreement if the owner has a past due account.

VI. Price, Payment Terms & Effective Date:

- A. The price of this Agreement is \$552.00 annually and is payable Semi-Annually at the rate of \$276.00.
- B. Payment terms for services or materials provided hereunder will be Net 30 days unless contrary terms appear on the face hereof otherwise expressly agreed in writing by Howard Services, Inc. Howard Services, Inc. reserves the right to add to any account outstanding for more than 30 days a service charge of 1 ½% of the principal amount due at the end of each month.
- C. Please remit payment to: Howard Services, Inc.  
Attn: Accounts Payable  
P.O. Box 5637  
Jacksonville, Florida 32247-5637
- D. Effective Date: 8/08/20

VII. In Witness Whereof, The Parties Hereto Have Executed This Agreement.

By: David Smith Date: 7/08/20  
Howard Services, Inc.

Title: Commercial Accounts Manager

CUSTOMER ACCEPTANCE:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

## Tab 8



Quote #: Q-07135-1  
 Date: 6/10/2020  
 Expires On: 7/10/2020

## Envera Systems

Next Generation Security  
 4171 W Hillsboro Blvd Ste 7  
 Coconut Creek, FL 33073  
 Phone: (855) 936-8372 | Email: info@enverasystems.com

## Prepared for

Markland Community  
 2001 International Golf Pkwy  
 St. Augustine, Florida 32095

SECURITY CONSULTANT	PHONE	EMAIL
Eddie Coalwell	+1 9044208464	ecoalwell@enverasystems.com

Pricing assumes that takeover equipment is in good working order and is compatible with Envera systems.

## INSTALLATION INVESTMENT

### Entrance - Virtual Gate Guard System

QTY	PRODUCT	INSTALL INVESTMENT
1	Envera Kiosk System (Envera-Owned) with Automated License Plate Technology	
1	NVR iFT - 16 IP Channels, 6TB	
1	NVR iFT 6TB HDD (Extension Kit)	
3	Ground Loop - Reno Detector Harness	
1	Traffic Light - Red/Green	
1	License Plate Camera - ALPR (Envera-Owned)	
1	16' Aluminum 4 X 4 Pole	
3	Outdoor Bullet Camera - 4MP	
1	License Plate Camera - 2 MP	
1	8' Post	
1	16' Aluminum 4 X 4 Pole	
2	Bore Setup	
65	Bore	
50	Trenching & Backfilling	
55	Conduit	
700	Wire	
1	Emergency Access Device	
1	Equipment Rack - (Floor)	
1	iBoot Bar	
1	16' Aluminum 4 X 4 Pole	
1	Battery Backup Rack Mount 1000VA/900W	

QTY	PRODUCT	INSTALL INVESTMENT
1	Fortigate Router (30E)	
Entrance - Virtual Gate Guard System TOTAL:		\$16,239.56

Entrance - Takeover Access Control for  
Resident Vehicles

QTY	PRODUCT	INSTALL INVESTMENT
1	eMerge50P Network Controller	
1	Head End Equipment Included in Another Product Group	
75	Wire	
Entrance - Takeover Access Control for Resident Vehicles TOTAL:		\$2,507.77

Amenity - Access Control Takeover

Pricing based on the purchase of the Access Control at the Entrance.

QTY	PRODUCT	INSTALL INVESTMENT
1	Head End Equipment Included in Another Product Group	
1	eMerge Expansion Node	
3	eMerge Access Control Module	
Amenity - Access Control Takeover TOTAL:		\$3,369.56

**Installation Investment Total: \$22,116.89**

THIRD PARTY FINANCING OPTIONS

24 Months (1%)	36 Months (2%)	48 Months (3%)	60 Months (4%)	72 Months (5%)
\$931.17	\$633.49	\$489.56	\$407.33	\$356.19

- Finance Options Based on Credit Rating A
- \$150 Documentation Fee & First Month Required at Signing
- Eligibility subject to credit approval upon receipt of credit application to Tandem Financing
- Finance Application can be found at [enverasystems.com/financing](http://enverasystems.com/financing)

**MONTHLY INVESTMENT**

Entrance - Virtual Gate Guard System

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
1	Envera Kiosk System (Envera-Owned) with Automated License Plate Technology	\$500.00	\$500.00
220	Per Home (Address) Monitoring - 24 Hours*	\$9.00	\$1,980.00
1	Service & Maintenance Plan	\$223.21	\$223.21
Entrance - Virtual Gate Guard System TOTAL:			\$2,703.21



Entrance - Takeover Access Control for  
Resident Vehicles

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
1	Database Management	\$200.00	\$200.00
1	Service & Maintenance Plan	\$22.83	\$22.83
<b>Entrance - Takeover Access Control for Resident Vehicles TOTAL:</b>			\$222.83

Amenity - Access Control Takeover

Pricing based on the purchase of the Access Control at the Entrance.

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
1	Service & Maintenance Plan	\$40.80	\$40.80
<b>Amenity - Access Control Takeover TOTAL:</b>			\$40.80

**Monthly Investment Total: \$2,966.84**

## ESTIMATED RETURN ON INVESTMENT

YEAR	TRADITIONAL GUARD	ENVERA SOLUTIONS	SAVINGS
1	\$160,000.00	\$57,718.97	\$102,281.03
2	\$160,000.00	\$37,762.08	\$122,237.92
3	\$160,000.00	\$39,922.08	\$120,077.92
4	\$160,000.00	\$42,082.08	\$117,917.92
5	\$160,000.00	\$44,242.08	\$115,757.92

**FIVE-YEAR SAVINGS WITH ENVERA**

**\$578,272.71**

Return on Investment is based on the following assumptions:

- Estimated Annual Traditional Guard Costs: \$160,000.00
- Estimated Cost to Build a New ADA Compliant Guard House: \$0.00
- Financing Term: None

## SERVICE & MAINTENANCE PLAN

- During Primary Period, should any equipment need to be serviced or replaced, Envera will not charge for labor or system parts and materials.
- During Renewal Periods, should any equipment need to be serviced or replaced, Envera will not charge for labor and will only charge cost for system parts and materials.
- Ground loops are warranted for a period of 90 days and are not included in the Service & Maintenance Plan
- Service Level Commitment
  - Envera will perform system checks of all cameras on a daily basis.
  - Envera will proactively troubleshoot any discovered issues, which may include sending a technician onsite.
  - Envera will perform a full system check whenever a technician is onsite.
  - Since most issues can be resolved remotely, emergency service requests will be responded to within 24 hours.
- Service and Maintenance Plan excludes accident, vandalism, flood, water, lightning, fire, intrusion, abuse, misuse, an act of God, any casualty, including electricity, unauthorized repair service, modification or improper installation or any other cause beyond the control of Envera, including interruption of electrical power or internet service.

## TERMS & CONDITIONS

LICENSE NUMBERS - FL: EG13000626, B2700191, GA: LVU40807, TX: B09431501

- Community will be responsible for all required internet lines with minimum of 5MB upload and download speeds for most systems to operate. This may require multiple primary and backup lines throughout the community. Envera's team will work with internet providers to assist Client as necessary.
- Community will be responsible for providing adequate power at all head-end locations.
- If purchasing a Virtual Gate Guard or Access Control System, Community will be responsible for providing a list of all residents with addresses, phone numbers, and email addresses in an Excel or CSV format.
- If purchasing a Virtual Gate Guard System:
  - \*Virtual Gate Guard Monitoring is a per home charge and any additional homes added above those reported in the Qty field above (or at signing) will be charged to the Community at the per home price per month.
  - Installation of the equipment will take approximately six weeks to complete and fully test
  - Envera's Implementation Team will provide a resident orientation session
  - Once the system is activated and on-line, Envera will conduct a "soft opening" giving residents 21 days to get acclimated (Guests will be asked where they are going but no guest will be denied entry)
  - After the soft opening period expires, all guests will be verified before being granted entry into the community
  - Recurring monthly pricing is based on all resident and renters having Envera programmed credentials on their vehicles and unencumbered access to use MyEnvera.com or the MyEnvera App for guest management
- Minimum 36-month agreement is required for monthly services (sales tax will be added to all monthly charges).
- Monthly pricing is based on 220 current homes, with a maximum of 320 homes at full build out.
- Deposit due at signing equal to 50% of installation costs and two (2) months of the monthly services costs prior to Envera scheduling work. Envera will give an additional 3% discount on installation if 100% of installation is paid within 7 days of signing. 40% of installation will be due within 5 days of Envera beginning installation. Final 10% of installation is due within 5 days of Envera completing installation.
- Community will be responsible for all costs related to permits, bonds, surveys, drawings or site plan modifications.

## **Tab 9**

Southaven Community Development District

**Vesta Property Services, Inc.**

**Property Management & Maintenance Services**

**FY'21**

*Markland*

Submitted by:



**Vesta Property Services, Inc.**

245 Riverside Avenue, Suite 250

Jacksonville, Florida 32204

(904) 355-1831

## **I. PROPOSED SERVICES**

The District's detailed scope-of-work is outlined as follows:

- A. Management Services
  - 1. Facility and Lifestyle Management
  - 2. Field Operations Management
- B. Maintenance Services
  - 1. Swimming Pool Maintenance
  - 2. Janitorial Maintenance
  - 3. Amenity Facility and Gate House Maintenance
  - 4. Common Grounds Maintenance

## **II. Management Services**

The ***Facility and Lifestyle Manager*** shall have the responsibilities of overseeing all recreation complex activities. Duties include:

- 1. Provide general community information to residents and home-sales prospects.
- 2. Issue "Welcome Packages" to new residents, which may include amenity use policies, amenity access cards, mailbox keys, entry bar code decals, website and contact numbers, and other useful information.
- 3. Track issuance of amenity area access cards and entry bar codes including an up-to-date list of residents' contact information.
- 4. Monitor the use and condition of the facilities to ensure safe operations and consistent enforcement of District policies.
- 5. Identify and resolve issues on behalf of the District and/or its residents.
- 6. Provide a monthly report including activities for the previous month.
- 7. Provide a calendar of upcoming events and activities.
- 8. Act as the point of contact for resident concerns and respond in a timely and professional manner to all inquiries.
- 9. Coordinate, plan, advertise and execute special events for residents at the direction of the District. Pre-approved community programs duties include; program scheduling, registration, payment collection, staffing and other related duties.

*Note: The Facility and Lifestyle Manager shall work 40 hours per week.*

The ***Field Operations Manager*** will have general oversight of District owned improvements within the Southaven District. Areas include the Manor House, gate house and entry, parks and green space, roadways and storm water facilities. Responsibilities include:

- 1. Act as the primary point of contact for service providers.
- 2. Implement District Board directives on a timely basis.
- 3. Advise the C.D.D. of any necessary repairs, extraordinary cleaning, or replacement items that may be required due to "normal wear-and-tear," natural disasters, vandalism, etc. and secure cost estimates for same.
- 4. Create a detailed scope of work for projects requiring additional contractors. Secure cost estimates and initiate work once approval is granted.

5. Implement District Board directives on a timely basis.
  6. Hold all service providers accountable to a high standard of performance.
- Note: Field Operations Management services shall not exceed six (6) hours weekly.*

### **III. Maintenance Services**

Vesta has a lengthy history of providing excellent facility maintenance services on behalf of dozens of communities throughout Florida. We do so with our own tight-knit team of quality employees, not independent sub-contractors. Due to our two decades of experience operating in this manner, our communities consistently enjoy:

- Cleaner, better maintained amenity buildings, clubhouses, and related facilities.
- Less facilities “down-time,” waiting for other contractors to show up.
- No “finger-pointing” between management and outside vendors.
- Greater control of maintenance personnel’s schedules, work-habits, appearance, and results.
- Greater efficiency and flexibility in the deployment of personnel, due to being able to more nimbly respond to the most pressing needs and opportunities that arise each day or even each hour.

#### **A. Pool Maintenance**

1. Provide all necessary services to maintain pool facilities as required by Chapter 64E-9.004(13), FAC. (The pool has a sand filtration system.)
2. Conduct all necessary tests of pool chemicals as required and maintain levels established in Chapter 64E-9.004(d). Operate filtration and recirculation systems and clean all strainers.
3. Maintain proper pool level and filtration rates.
4. Manually skim, brush, and vacuum pools as necessary.
5. Inspect and document that all systems are maintained in proper working condition weekly.
6. The pool equipment area is always to be kept in good order .
7. Monthly pool maintenance logs shall be provided to the Property Manager.
8. Advise the community of any necessary repairs, cleaning, or replacement items required due to “normal wear & tear,” “acts of God,” or vandalism

*Note: Maintenance shall be performed three days per week.*

#### **B. Janitorial Services**

1. Provide all necessary services to maintain the facility’s interior.
2. Maintain exceptional level of general appearance at all times by vacuuming, dusting, mopping tile areas, cleaning windows (including window ledges and blinds) cleaning/dusting interior and exterior fans, and cleaning and restocking restrooms (toilets and bases of toilets, counters and mirrors).
3. Empty all trash cans.
4. Clean fitness equipment and playground equipment weekly.
5. Bathroom cleaning includes all toilets, bases behind toilets, counters, mirrors and shower stalls. Soap dispensers shall be cleaned and filled when necessary. Paper product dispensers shall be restocked as needed.

6. Indoor cleaning of the Gate House.
  7. Straightening of all furniture and fixtures.
- Note: Janitorial services are provided 3 days per week.*

**C. Manor House and Gate House Maintenance**

1. Daily cleaning of all outdoor structures.
2. Blow off all walkways and pool deck regularly.
3. Thorough removal of debris and trash in and around the facility.
4. Clean soffits, ceiling fans, light fixtures and all outdoor ceiling surfaces.
5. Blow off entire pool deck and all entryways.
6. Removal of spider webs, wasps' nests, mud daubers, etc.
7. Inspect and document fitness equipment condition weekly and report repairs as needed.
8. Monitor the condition of all doors, fencing, and gates.
9. Replace inside/outside lights and AC filters as needed.
10. Inspect and document lighting, audio systems, security cameras and access controls and ADA lift are functioning properly on a weekly basis.
11. Inspect and document condition of playground equipment weekly.

*Note: Facility maintenance services provided 5 days per week*

**D. Common Grounds Maintenance**

1. Removal of naturally occurring and construction debris from the following areas
  - a. Right-of-ways
  - b. Community entrance areas
  - c. Walking paths
  - d. Preserves
  - e. Community Parks
  - f. Storm drains and washouts
2. Empty trash cans
3. Remove animal waste stations

*Note: Common ground maintenance services are provided twice weekly*

**E. Utility Vehicle Rental**

Used for common grounds maintenance duties including trash and debris removal. Includes fuel and transportation to and from the community. The vehicle is provided twice weekly and available for additional cleaning upon approval from the board.

**IV. Proposed Fees**

- A. Management Services: \$69,000.00
- B. Maintenance Services: \$61,200.00

**V. Other**

- A. Insurance:

Vesta shall carry general liability coverage of at least \$1,000,000, including employer's liability coverage of \$250,000.00, as well as professional liability insurance.

Vesta shall be responsible for all necessary insurance payments (including workman's compensation), payroll taxes, and the provision of various benefits on behalf of its staff.

B. Uniforms:

Staff shall wear company uniforms, provided by Vesta

C. Mileage:

Vesta shall be responsible for regular mileage within the community while on site however, any mileage incurred offsite for the benefit of the community such as acquiring parts or supplies for repairs or in an effort to avoid delivery fees, shall be billable to the community. Trips that will result in a mileage expense must be approved by the District Manager or Community Director. Mileage will be reimbursed consistent with the IRS rate. A mileage report will be submitted with the invoice stating the date, miles and purpose.

D. Storm preparation and recovery:

Additional hours incurred for the purposes of preparing the facility for extreme weather conditions or recovery after a storm event are billable at a rate of \$27.00 hourly.

E. Revenue Share:

Vesta shall remit 10% of all revenue generated by Vesta sponsored activities such as fitness classes and swim lessons.

F. Terms:

1. Vesta shall invoice once monthly.
2. Invoices shall be paid net thirty (30) days upon receipt.
3. Residents shall pay an hourly rate identified by Vesta for staffed, private rentals of the amenities.



# **Public Hearing on Rules of Procedure**

## **Tab 10**

## **RESOLUTION 2020-09**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT ADOPTING RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Southaven 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**, 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 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 SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The attached Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These 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 5<sup>th</sup> day of August, 2020.

**ATTEST:**

**SOUTHAVEN COMMUNITY  
DEVELOPMENT DISTRICT**

---

Secretary/Assistant Secretary

---

Chairman, Board of Supervisors

**Exhibit A:** Rules of Procedure

**EXHIBIT A:**  
RULES OF PROCEDURE

**RULES OF PROCEDURE  
SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT**

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

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**Rule 1.0      General.**

- (1) The Southaven Community Development District (“District”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (“Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (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 (“Board”) shall consist of five (5) members. Members of the Board (“Supervisors”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
  - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
  - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
  - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
  - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
  - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.  
**Law Implemented:** § 218.33(3), Fla. Stat.

## **Rule 2.0      Rulemaking Proceedings.**

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

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

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
  - (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.
- (6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:

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

- (a) The texts of the proposed rule and the adopted rule;
- (b) All notices given for a proposed rule;
- (c) Any statement of estimated regulatory costs for the rule;
- (d) A written summary of hearings, if any, on the proposed rule;
- (e) All written comments received by the District and responses to those written comments; and
- (f) All notices and findings pertaining to an emergency rule.

(11) Petitions to Challenge Existing Rules.

- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
- (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
- (c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.
- (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
  - (i) Administer oaths and affirmations;

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



raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.

- (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.

- (13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

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



- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 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 auditor selection committee appointed by the Board as described in section (2) of this Rule.

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

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

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

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

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

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

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

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

determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.

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

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

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



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

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



insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 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 all required applicable state professional licenses in good standing;
  - (ii) Hold all required applicable federal licenses in good standing, if any;
  - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
  - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

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

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

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

(3) Suspension, Revocation, or Denial of Qualification

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

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

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

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

Examples of factors affecting the seriousness of a deficiency are:

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

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

Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

(5) Exceptions. This Rule is inapplicable when:

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

**Specific Authority:** §§ 190.011(5), 190.011(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 all required applicable state professional licenses in good standing;
    - (ii) Hold all required applicable federal licenses in good standing, if any;

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

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

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

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

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

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

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

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

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

**Specific Authority:** §§ 190.011(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 all required applicable state professional licenses in good standing;
    - (ii) Hold all required applicable federal licenses in good standing, if any;

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

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

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

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

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

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

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

(1)      Filing.

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

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

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

(d) Enter orders; and

(e) Make or receive offers of settlement, stipulation, and adjustment.

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

(5) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

(6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.

(7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

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

**Law Implemented:** § 190.033, Fla. Stat.

**Rule 4.0      Effective Date.**

These Rules shall be effective \_\_\_\_\_, 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.

# Public Hearing on Towing Policy

## **Tab 11**

**RESOLUTION 2020-10**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT  
ADOPTING POLICIES RELATING TO OVERNIGHT PARKING  
AND TRAFFIC ENFORCEMENT; AND PROVIDING FOR  
SEVERABILITY AND AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the Board of Supervisors of the District (“Board”) is authorized by Section 190.012(2), *Florida Statutes*, to provide for the operation of parks and recreational facilities and security for the same, which authorization includes contracting with a towing operator provided that the District follows the authorization and notice and procedural requirements in Section 715.07, *Florida Statutes*; and

**WHEREAS**, the District desires to adopt its *Rule Relating to Overnight Parking and Parking Enforcement* (“Rule”), pursuant to the provisions of Sections 190.012, *Florida Statutes*; and

**WHEREAS**, the Board finds that it is in the best interests of the District to adopt by resolution the Rule for immediate use and application.

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

**SECTION 1.** The District hereby adopts the Rule, attached hereto as **Exhibit A**.

**SECTION 2.** If any provision of this Resolution or the Rule 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 5<sup>th</sup> day of August, 2020.

**ATTEST:**

**SOUTHAVEN COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

## EXHIBIT A

### **SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT RULE RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT**

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In accordance with Chapter 190, Florida Statutes, and on \_\_\_\_\_, 2019 at a duly noticed public meeting, the Board of Supervisors of the Southaven Community Development District (“District”) adopted the following policy to govern overnight parking and parking enforcement on certain District property. This policy repeals and supersedes all prior rules and/or policies governing the same subject matter.

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#### **Overnight Parking Prohibited**

Overnight parking in the District-owned parking area depicted on the attached **Exhibit A** (“Parking Area” or “Tow-Away Zone”) shall not be permitted. With the exception of vehicles of service providers, guests and invitees parking on a temporary basis, all vehicles must be parked in garages or on the concrete driveway area of residence. Service and delivery vehicles may be parked in the parking lot during daylight hours for such a period of time as is reasonably necessary to provide service or make a delivery. In its sole discretion, the District reserves the right to authorize overnight parking for guests of events held at the clubhouse. In the event, overnight parking is permitted in connection with such event; all vehicles so authorized must be identified by an Overnight Parking Pass.

No trailers, campers, motor home or recreational vehicles, commercial vehicles, boat or utility trailers, boats, jet skis, personal watercraft or any watercraft may be parked or stored anywhere in the Parking Area.

Any vehicle or recreational equipment parked in violation of these rules may be towed by the District at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation of the terms and conditions of this rule. The District shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion, damages, or otherwise, nor guilty of any criminal act by reason of such towing, and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind. All towing shall be performed in accordance with Section 715.07, Florida Statutes.

The District Manager or his/her designee may authorize vendors/consultants in writing to park company vehicles overnight in Parking Area in order to facilitate District business. All vehicles so authorized must be identified by an Overnight Parking Pass.

#### **Towing/Removal Procedures**

- A. Signage and Language Requirements.** Notice of the Tow-Away Zone shall be approved by the District’s Board of Supervisors and shall be posted on District property in the manner set forth in Section 715.07, *Florida Statutes*. Such signage is to be placed in conspicuous locations, in accordance with Section 715.07, *Florida Statutes*.



**B. Towing/Removal Authority.** To effect towing/removal of a Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle, the District Manager or his/her designee must verify that the subject Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle was not authorized to park under this rule and then must contact a firm authorized by Florida law to tow/remove Commercial Vehicle, Vehicles, Vessels and Recreational Vehicles for the removal of such unauthorized vehicle at the owner's expense. The Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in Section 715.07, *Florida Statutes*.

**C. Agreement with Authorized Towing Service.** The District's Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles and in accordance with Florida law and with the policies set forth herein.

### **Parking at Your Own Risk**

Commercial Vehicles, Vehicles, Vessels or Recreational Vehicles may be parked on District property pursuant to this rule, provided however that the District assumes no liability for any theft, vandalism and/ or damage that might occur to personal property and/or to such vehicles.

Effective date: August 5, 2020

**Exhibit A:**  
**Map of Tow-Away Zone**

**Public Hearing on  
Fiscal Year 2020-2021  
Final Budget**

## **Tab 12**

## **RESOLUTION 2020-11**

### **THE ANNUAL APPROPRIATION RESOLUTION OF THE SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2020, submitted to the Board of Supervisors (“**Board**”) of the Southaven Community Development District (“**District**”) proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2020 and ending September 30, 2021 (“**Fiscal Year 2020/2021**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

**WHEREAS**, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

**WHEREAS**, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1<sup>st</sup> of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS**, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

#### **SECTION 1. BUDGET**

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Southaven Community Development District for the Fiscal Year Ending September 30, 2021.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

## **SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2020/2021, the sum of \$\_\_\_\_\_ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
DEBT SERVICE FUND – SERIES 2015A-1	\$ _____
DEBT SERVICE FUND – SERIES 2015A-2	\$ _____
DEBT SERVICE FUND – SERIES 2016A-1	\$ _____
DEBT SERVICE FUND – SERIES 2016A-2	\$ _____
TOTAL ALL FUNDS	\$ _____

## **SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2020/2021 or within 60 days following the end of the Fiscal Year 2020/2021 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.

- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 5<sup>th</sup> DAY OF AUGUST, 2020.**

ATTEST:

**SOUTHAVEN COMMUNITY  
DEVELOPMENT DISTRICT**

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

By: \_\_\_\_\_

Its: \_\_\_\_\_

# **Exhibit A**





Rizzetta & Company

# **Southaven Community Development District**

[www.southavencdd.org](http://www.southavencdd.org)

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**Proposed Budget for Fiscal Year 2020/2021**

**Presented by: Rizzetta & Company, Inc.**

**2806 N. Fifth Street  
Suite 403  
St. Augustine, Florida 32084  
Phone: 904-436-6270**

[rizzetta.com](http://rizzetta.com)

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Rizzetta & Company

## GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### REVENUES:

**Interest Earnings:** The District may earn interest on its monies in the various operating accounts.

**Tax Roll:** The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

**Off Roll:** For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

**Developer Contributions:** The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

**Event Rental:** The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

**Miscellaneous Revenues:** The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

**Facilities Rentals:** The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

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### EXPENDITURES – ADMINISTRATIVE:

**Supervisor Fees:** The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

**Administrative Services:** The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

**District Management:** The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These service include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

**District Engineer:** The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

**Disclosure Report:** The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

**Trustee's Fees:** The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

**Assessment Roll:** The District will contract with a firm to maintain the assessment roll and annually levy a Non-Ad Valorem assessment for operating and debt service expenses.

**Financial & Revenue Collections:** Services include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a Collection Agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

**Accounting Services:** Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

**Auditing Services:** The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

**Arbitrage Rebate Calculation:** The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

**Travel:** Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

**Public Officials Liability Insurance:** The District will incur expenditures for public officials' liability insurance for the Board and Staff.

**Legal Advertising:** The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

**Bank Fees:** The District will incur bank service charges during the year.

**Dues, Licenses & Fees:** The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

**Miscellaneous Fees:** The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

**Website Hosting, Maintenance and Email:** The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

**District Counsel:** The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

## **EXPENDITURES - FIELD OPERATIONS:**

**Deputy Services:** The District may wish to contract with the local police agency to provide security for the District.

**Security Services and Patrols:** The District may wish to contract with a private company to provide security for the District.

**Electric Utility Services:** The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

**Street Lights:** The District may have expenditures relating to street lights throughout the community. These may be restricted to main arterial roads or in some cases to all street lights within the District's boundaries.

**Utility - Recreation Facility:** The District may budget separately for its recreation and or amenity electric separately.

**Gas Utility Services:** The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

**Garbage - Recreation Facility:** The District will incur expenditures related to the removal of garbage and solid waste.

**Solid Waste Assessment Fee:** The District may have an assessment levied by another local government for solid waste, etc.

**Water-Sewer Utility Services:** The District will incur water/sewer utility expenditures related to district operations.

**Utility - Reclaimed:** The District may incur expenses related to the use of reclaimed water for irrigation.

**Aquatic Maintenance:** Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

**Fountain Service Repairs & Maintenance:** The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

**Lake/Pond Bank Maintenance:** The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

**Wetland Monitoring & Maintenance:** The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

**Mitigation Area Monitoring & Maintenance:** The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

**Aquatic Plant Replacement:** The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

**General Liability Insurance:** The District will incur fees to insure items owned by the District for its general liability needs

**Property Insurance:** The District will incur fees to insure items owned by the District for its property needs

**Entry and Walls Maintenance:** The District will incur expenditures to maintain the entry monuments and the fencing.

**Landscape Maintenance:** The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

**Irrigation Maintenance:** The District will incur expenditures related to the maintenance of the irrigation systems.

**Irrigation Repairs:** The District will incur expenditures related to repairs of the irrigation systems.

**Landscape Replacement:** Expenditures related to replacement of turf, trees, shrubs etc.

**Field Services:** The District may contract for field management services to provide landscape maintenance oversight.

**Miscellaneous Fees:** The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

**Gate Phone:** The District will incur telephone expenses if the District has gates that are to be opened and closed.

**Street/Parking Lot Sweeping:** The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

**Gate Facility Maintenance:** Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

**Sidewalk Repair & Maintenance:** Expenses related to sidewalks located in the right of way of streets the District may own if any.

**Roadway Repair & Maintenance:** Expenses related to the repair and maintenance of roadways owned by the District if any.

**Employees - Salaries:** The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

**Employees - P/R Taxes:** This is the employer's portion of employment taxes such as FICA etc.

**Employee - Workers' Comp:** Fees related to obtaining workers compensation insurance.

**Management Contract:** The District may contract with a firm to provide for the oversight of its recreation facilities.

**Maintenance & Repair:** The District may incur expenses to maintain its recreation facilities.

**Facility Supplies:** The District may have facilities that required various supplies to operate.

**Gate Maintenance & Repairs:** Any ongoing gate repairs and maintenance would be included in this line item.

**Telephone, Fax, Internet:** The District may incur telephone, fax and internet expenses related to the recreational facilities.

**Office Supplies:** The District may have an office in its facilities which require various office related supplies.

**Clubhouse - Facility Janitorial Service:** Expenses related to the cleaning of the facility and related supplies.

**Pool Service Contract:** Expenses related to the maintenance of swimming pools and other water features.

**Pool Repairs:** Expenses related to the repair of swimming pools and other water features.

**Security System Monitoring & Maintenance:** The District may wish to install a security system for the clubhouse

**Clubhouse Miscellaneous Expense:** Expenses which may not fit into a defined category in this section of the budget

**Athletic/Park Court/Field Repairs:** Expense related to any facilities such as tennis, basketball etc.

**Trail/Bike Path Maintenance:** Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

**Special Events:** Expenses related to functions such as holiday events for the public enjoyment

**Miscellaneous Fees:** Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

**Miscellaneous Contingency:** Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

**Capital Outlay:** Monies collected and allocated for various projects as they relate to public improvements.



**RESERVE FUND BUDGET**  
**ACCOUNT CATEGORY DESCRIPTION**

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

**REVENUES:**

**Tax Roll:** The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County’s Tax Roll, to be collected with the County’s Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

**Off Roll:** For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

**Developer Contributions:** The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

**Miscellaneous Revenues:** The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

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**EXPENDITURES:**

**Capital Reserve:** Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

**Capital Outlay:** Monies collected and allocated for various projects as they relate to public improvements.

## **DEBT SERVICE FUND BUDGET** **ACCOUNT CATEGORY DESCRIPTION**

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### **REVENUES:**

**Special Assessments:** The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

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### **EXPENDITURES – ADMINISTRATIVE:**

**Bank Fees:** The District may incur bank service charges during the year.

**Debt Service Obligation:** This would be a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.

**Proposed Budget**  
**Southaven Community Development District**  
**General Fund**  
**Fiscal Year 2020/2021**

	Chart of Accounts Classification	Actual YTD through 06/30/20	Projected Annual Totals 2019/2020	Annual Budget for 2019/2020	Projected Budget variance for 2019/2020		Budget Increase (Decrease) vs 2019/2020	Comments	Benefit Allocation
1									
2	<b>REVENUES</b>								
3									
4	Special Assessments								
5	Tax Roll*	\$ 513,440	\$ 513,440	\$ 513,440	\$ -		\$ 138,197		
6	Off Roll*	\$ 11,905	\$ 23,810	\$ 23,810	\$ -		\$ (23,810)	All units now on tax roll.	
7	Contributions from Private Sources								
8		\$ -	\$ 55,646	\$ 55,646	\$ -		\$ (55,646)		
9									
10	<b>TOTAL REVENUES</b>	<b>\$ 525,345</b>	<b>\$ 592,896</b>	<b>\$ 592,896</b>	<b>\$ -</b>		<b>\$ 58,741</b>		
11									
16	<i>*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.</i>								
17									
18	<b>EXPENDITURES - ADMINISTRATIVE</b>								
19									
20	Financial & Administrative								
21	Administrative Services	\$ 4,050	\$ 5,400	\$ 5,400	\$ -	\$ 5,400	\$ -		
22	District Management	\$ 11,250	\$ 15,000	\$ 15,000	\$ -	\$ 15,000	\$ -		
23	District Engineer	\$ 1,645	\$ 2,000	\$ 2,000	\$ -	\$ 2,000	\$ -		
24	Disclosure Report	\$ 6,000	\$ 6,000	\$ 6,000	\$ -	\$ 6,000	\$ -		
25	Trustees Fees	\$ 7,000	\$ 7,000	\$ 6,000	\$ (1,000)	\$ 6,500	\$ 500	YTD Actuals	
26	Assessment Roll	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ -		
27	Financial & Revenue Collections	\$ 2,700	\$ 3,600	\$ 3,600	\$ -	\$ 3,600	\$ -		
28	Accounting Services	\$ 11,323	\$ 15,097	\$ 15,097	\$ -	\$ 15,097	\$ -		
29	Auditing Services	\$ 3,700	\$ 3,700	\$ 3,700	\$ -	\$ 3,800	\$ 100	Per Auditor Agmt	
30	Arbitrage Rebate Calculation	\$ 500	\$ 1,000	\$ 1,000	\$ -	\$ 1,000	\$ -	2 Bonds	
31	Public Officials Liability Insurance	\$ 2,306	\$ 2,306	\$ 2,300	\$ (6)	\$ 2,540	\$ 240	Per EGIS Est.	
32	Legal Advertising	\$ 567	\$ 1,000	\$ 1,000	\$ -	\$ 1,000	\$ -		
33	Dues, Licenses & Fees	\$ 175	\$ 175	\$ 175	\$ -	\$ 175	\$ -		
34	Miscellaneous Fees	\$ 101	\$ 135	\$ 500	\$ 365	\$ 500	\$ -		
35	Website Hosting, Maintenance, Backup (and Email)	\$ 8,525	\$ 11,150	\$ 6,700	\$ (4,450)	\$ 7,300	\$ 600	Per ADA Website Compliance Agreement - Annual Fee for Required Quarterly Audits & Remediation	
36	Legal Counsel								
37	District Counsel	\$ 7,868	\$ 10,491	\$ 10,000	\$ (491)	\$ 10,000	\$ -		
38									
39	<b>Administrative Subtotal</b>	<b>\$ 72,710</b>	<b>\$ 89,053</b>	<b>\$ 83,472</b>	<b>\$ (5,581)</b>	<b>\$ 84,912</b>	<b>\$ 1,440</b>		Equalized admin
40									
41	<b>EXPENDITURES - FIELD OPERATIONS</b>								
42									
43	Security Operations								
44	Security Guard Services - Evening Services	\$ 60,903	\$ 81,204	\$ 79,863	\$ (1,341)	\$ 82,750	\$ 2,887	Giddens Rates (Total 98hrs/wk)	Stratified
45	Gate Phone	\$ 1,302	\$ 1,736	\$ 1,800	\$ 64	\$ 1,800	\$ -		Stratified
46	Guard & Gate Facility Maintenance & Termite Bond	\$ 4,318	\$ 5,757	\$ 1,980	\$ (3,777)	\$ 5,000	\$ 3,020	Per YTD Actuals	Stratified
47	Gate Security Camera Maintenance & Repairs	\$ 1,070	\$ 1,427	\$ 1,000	\$ (427)	\$ 1,000	\$ -		Stratified
48	Electric Utility Services								
49	Utility Services - Amenity, Gatehouse/Entry & Parks	\$ 8,046	\$ 10,728	\$ 16,000	\$ 5,272	\$ 14,000	\$ (2,000)	Per YTD Actuals	Equalized
50	Street Lights	\$ 13,829	\$ 18,439	\$ 18,800	\$ 361	\$ 18,800	\$ -		Stratified
51	Garbage/Solid Waste Control Services								
52	Garbage - Recreation Facility	\$ 864	\$ 1,152	\$ 1,150	\$ (2)	\$ 1,150	\$ -		Equalized
53	Water-Sewer Combination Services								
54	Utility Services - Potable (Amenity, Gatehouse & Pool)	\$ 5,722	\$ 7,629	\$ 10,000	\$ 2,371	\$ 10,000	\$ -	Per YTD Actuals	Equalized
55	Water - Reuse Irrigation (Parks, Entry & Amenity)	\$ 25,422	\$ 33,896	\$ 23,000	\$ (10,896)	\$ 30,500	\$ 7,500	Per YTD Actuals	Equalized
56	Stormwater Control								
57	Aquatic Pond Maintenance	\$ 6,120	\$ 8,160	\$ 8,160	\$ -	\$ 8,160	\$ -		Stratified
58	Other Physical Environment								
59	General Liability & Property Insurance	\$ 21,370	\$ 21,370	\$ 22,000	\$ 630	\$ 23,500	\$ 1,500	Per EGIS Est.	Equalized
60	Entry & Walls Maintenance	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ -		Equalized



**Budget Template**  
**Southaven Community Development District**  
**Debt Service**  
**Fiscal Year 2020/2021**

Chart of Accounts Classification	Series 2015A-1	Series 2015A-2	Series 2016A-1	Series 2016A-2	Budget for 2020/2021
<b>REVENUES</b>					
Special Assessments					
Net Special Assessments	\$227,372.54	\$2,092.80	\$335,301.12	\$0.00	\$ 564,766.46
<b>TOTAL REVENUES</b>	<b>\$ 227,372.54</b>	<b>\$ 2,092.80</b>	<b>\$ 335,301.12</b>	<b>\$ -</b>	<b>\$ 564,766.46</b>
<b>EXPENDITURES</b>					
<b>Administrative</b>					
Financial & Administrative					
Debt Service Obligation	\$227,372.54	\$2,092.80	\$335,301.12	\$0.00	\$564,766.46
<b>Administrative Subtotal</b>	<b>\$ 227,372.54</b>	<b>\$ 2,092.80</b>	<b>\$ 335,301.12</b>	<b>\$ -</b>	<b>\$ 564,766.46</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 227,372.54</b>	<b>\$ 2,092.80</b>	<b>\$ 335,301.12</b>	<b>\$ -</b>	<b>\$ 564,766.46</b>
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Collection and Discount % applicable to the county:

6.0%

**Gross assessments**

**\$ 600,304.49**

**Notes:**

Collection Costs for St. John's County and Early Payment Discount is 6.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

**Southaven Community Development District**

**FISCAL YEAR 2020/2021 O&M & DEBT SERVICE ASSESSMENT SCHEDULE**

2020/2021 O&M Budget	\$651,637.00
St. John's County 2% Collection Cost:	\$13,864.62
4% Early Payment Discounts:	\$27,729.23
2020/2021 Total:	<b>\$693,230.85</b>

2019/2020 O&M Budget	\$537,250.00
2020/2021 O&M Budget	\$651,637.00

Total Difference:	<b>\$114,387.00</b>
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	PER UNIT ANNUAL ASSESSMENT		Proposed Increase / Decrease	
	2019/2020	2020/2021	\$	%
Series 2015A-1 Debt Service - Single Family 58'	\$1,800.00	\$1,800.00	\$0.00	0.00%
Operations/Maintenance - Single Family 58'	\$1,529.28	\$1,867.95	\$338.67	22.15%
<b>Total</b>	<b>\$3,329.28</b>	<b>\$3,667.95</b>	<b>\$338.67</b>	<b>10.17%</b>
Series 2015A-1 Debt Service - Single Family 73'	\$1,800.00	\$1,800.00	\$0.00	0.00%
Operations/Maintenance - Single Family 73'	\$1,598.38	\$1,940.57	\$342.19	21.41%
<b>Total</b>	<b>\$3,398.38</b>	<b>\$3,740.57</b>	<b>\$342.19</b>	<b>10.07%</b>
Series 2015A-1 Debt Service - Single Family 73' Partial	\$1,080.00	\$1,080.00	\$0.00	0.00%
Operations/Maintenance - Single Family 73'	\$1,598.38	\$1,940.57	\$342.19	21.41%
<b>Total</b>	<b>\$2,678.38</b>	<b>\$3,020.57</b>	<b>\$342.19</b>	<b>12.78%</b>
Series 2015A-1 Debt Service - Single Family 93'	\$2,100.00	\$2,100.00	\$0.00	0.00%
Operations/Maintenance - Single Family 93'	\$1,688.73	\$2,035.54	\$346.81	20.54%
<b>Total</b>	<b>\$3,788.73</b>	<b>\$4,135.54</b>	<b>\$346.81</b>	<b>9.15%</b>
Series 2015A-1 Debt Service - Single Family 93' Partial	\$1,400.00	\$1,400.00	\$0.00	0.00%
Operations/Maintenance - Single Family 93'	\$1,688.73	\$2,035.54	\$346.81	20.54%
<b>Total</b>	<b>\$3,088.73</b>	<b>\$3,435.54</b>	<b>\$346.81</b>	<b>11.23%</b>
Series 2016A-1 Debt Service - Single Family 63'	\$1,800.00	\$1,800.00	\$0.00	0.00%
Operations/Maintenance - Single Family 63'	\$1,553.20	\$1,893.09	\$339.89	21.88%
<b>Total</b>	<b>\$3,353.20</b>	<b>\$3,693.09</b>	<b>\$339.89</b>	<b>10.14%</b>
Series 2016A-1 Debt Service - Single Family 73'	\$1,800.00	\$1,800.00	\$0.00	0.00%
Operations/Maintenance - Single Family 73'	\$1,598.38	\$1,940.57	\$342.19	21.41%
<b>Total</b>	<b>\$3,398.38</b>	<b>\$3,740.57</b>	<b>\$342.19</b>	<b>10.07%</b>
Series 2016A-1 Debt Service - Single Family 83'	\$2,100.00	\$2,100.00	\$0.00	0.00%
Operations/Maintenance - Single Family 83'	\$1,643.55	\$1,988.06	\$344.51	20.96%
<b>Total</b>	<b>\$3,743.55</b>	<b>\$4,088.06</b>	<b>\$344.51</b>	<b>9.20%</b>

**Southaven Community Development District**

**FISCAL YEAR 2020/2021 O&M & DEBT SERVICE ASSESSMENT SCHEDULE**

<b>Series 2016A-1 Debt Service - Single Family 93'</b>	\$2,100.00	\$2,100.00	\$0.00	0.00%
<b>Operations/Maintenance - Single Family 93'</b>	\$1,688.73	\$2,035.54	\$346.81	20.54%
<b>Total</b>	<b>\$3,788.73</b>	<b>\$4,135.54</b>	<b>\$346.81</b>	<b>9.15%</b>

## SOUTHAVEN

## FISCAL YEAR 2020/2021 O&amp;M &amp; DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		\$651,637.00
COLLECTION COSTS @	2%	\$13,864.62
EARLY PAYMENT DISCOUNTS @	4%	\$27,729.23
TOTAL O&M ASSESSMENT		<u>\$693,230.85</u>

PLATTED	UNITS ASSESSED					\$90,331.91			\$473,632.98			\$129,265.96			PER LOT ANNUAL ASSESSMENT				
						ALLOCATION OF EQUALIZED ADMIN COSTS			ALLOCATION OF EQUALIZED FIELD COSTS			ALLOCATION OF STRATIFIED FIELD COSTS							
	LOT SIZE	O&M	SERIES 2015A-1 DEBT SERVICE <sup>(1)</sup>	SERIES 2015A-2 <sup>(1)</sup>	SERIES 2016A-1 DEBT SERVICE <sup>(1)</sup>	SERIES 2016A-2 <sup>(1)</sup>	EAU FACTOR	TOTAL BUDGET	PER UNIT ASSESSMENT	EAU FACTOR	TOTAL BUDGET	PER UNIT ASSESSMENT	EAU FACTOR	TOTAL BUDGET	PER UNIT ASSESSMENT	TOTAL O&M	2015A-1 DEBT SERVICE <sup>(2)</sup>	2016A-1 DEBT SERVICE <sup>(2)</sup>	TOTAL <sup>(3)</sup>
Phase 1																			
Single Family 58'	28	28	0	0	0	0	1.00	\$7,124.77	\$254.46	1.00	\$37,356.97	\$1,334.18	1.00	\$7,820.76	\$279.31	\$1,867.95	\$1,800.00	\$0.00	\$3,667.95
Single Family 73'	83	59	0	0	0	0	1.00	\$21,119.86	\$254.46	1.00	\$110,736.72	\$1,334.18	1.26	\$29,210.53	\$351.93	\$1,940.57	\$1,800.00	\$0.00	\$3,740.57
Single Family 73' (Partial)	1	1	0	0	0	0	1.00	\$254.46	\$254.46	1.00	\$1,334.18	\$1,334.18	1.26	\$351.93	\$351.93	\$1,940.57	\$1,080.00	\$0.00	\$3,020.57
Single Family 93'	49	38	1	0	0	0	1.00	\$12,468.35	\$254.46	1.00	\$65,374.69	\$1,334.18	1.60	\$21,898.12	\$446.90	\$2,035.54	\$2,100.00	\$0.00	\$4,135.54
Single Family 93' (Partial)	3	3	0	0	0	0	1.00	\$763.37	\$254.46	1.00	\$4,002.53	\$1,334.18	1.60	\$1,340.70	\$446.90	\$2,035.54	\$1,400.00	\$0.00	\$3,435.54
Phase 2																			
Single Family 63'	80	0	0	76	0	0	1.00	\$20,356.49	\$254.46	1.00	\$106,734.19	\$1,334.18	1.09	\$24,356.07	\$304.45	\$1,893.09	\$0.00	\$1,800.00	\$3,693.09
Single Family 73'	39	0	0	38	0	0	1.00	\$9,923.79	\$254.46	1.00	\$52,032.92	\$1,334.18	1.26	\$13,725.43	\$351.93	\$1,940.57	\$0.00	\$1,800.00	\$3,740.57
Single Family 83'	34	0	0	34	0	0	1.00	\$8,651.51	\$254.46	1.00	\$45,362.03	\$1,334.18	1.43	\$13,580.19	\$399.42	\$1,988.06	\$0.00	\$2,100.00	\$4,088.06
Single Family 93'	38	0	0	38	0	0	1.00	\$9,669.33	\$254.46	1.00	\$50,698.74	\$1,334.18	1.60	\$16,982.22	\$446.90	\$2,035.54	\$0.00	\$2,100.00	\$4,135.54
TOTAL COMMUNITY	355	129	1	186	0	0		\$90,331.91			\$473,632.98			\$129,265.96					
LESS: St. John's County Collection Costs (2%) and Early Payment Discount (4%)								\$5,419.91			\$28,417.98			\$7,755.96					
Net Revenue to be Collected								\$84,912.00			\$445,215.00			\$121,510.00					

<sup>(1)</sup> Reflects the number of total lots with Series 2015A-1 and 2016A-1 debt outstanding. There have been 34 (thirty-four) Series 2015A-1 prepayments and 2 (two) Series 2016A-1 prepayments.

<sup>(2)</sup> Annual debt service assessment per lot adopted in connection with the Series 2015A-1 and Series 2016A-1 bond issues. Annual assessment includes principal, interest, St. John's County collection costs and early payment discount costs.

<sup>(3)</sup> Annual assessment that will appear on November 2020 St. John's County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early. Does not reflect the Series 2015A-2 and Series 2016A-2 assessments associated with individual lots, which are expected to be prepaid at or prior to the conveyance of such lots to end users.



## **TAB 13**

## RESOLUTION 2020-12

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2020/2021; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Southaven Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

**WHEREAS**, the District is located in St. Johns County, Florida ("**County**"); and

**WHEREAS**, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

**WHEREAS**, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2020 and ending September 30, 2021 ("**Fiscal Year 2020/2021**"), attached hereto as **Exhibit "A"** and incorporated by reference herein; and

**WHEREAS**, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

**WHEREAS**, the provision of such services, facilities, and operations is a benefit to lands within the District; and

**WHEREAS**, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

**WHEREAS**, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

**WHEREAS**, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2020/2021; and

**WHEREAS**, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector ("**Uniform Method**"), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

**WHEREAS**, it is in the best interests of the District to adopt the Assessment Roll of the Southaven Community Development District ("**Assessment Roll**") attached to this Resolution as **Exhibit "B"** and incorporated as a material part of this Resolution by this reference, and to certify the Assessment Roll to the County Tax Collector pursuant to the Uniform Method; and

**WHEREAS**, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

**SECTION 1. BENEFIT & ALLOCATION FINDINGS.** The Board hereby finds and determines that the provision of the services, facilities, and operations as described in **Exhibit "A"** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands, as shown in **Exhibits "A" and "B,"** is hereby found to be fair and reasonable.

**SECTION 2. ASSESSMENT IMPOSITION.** Pursuant to Chapters 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District, and in accordance with **Exhibits "A" and "B."** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.

**SECTION 3. COLLECTION.** The collection of the operation and maintenance special assessments and previously levied debt service assessments shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as indicated on **Exhibits "A" and "B."** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

**SECTION 4. ASSESSMENT ROLL.** The Assessment Roll, attached to this Resolution as **Exhibit "B,"** is hereby certified to the County Tax Collector and shall be collected by the County

Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

**SECTION 5. ASSESSMENT ROLL AMENDMENT.** The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

**SECTION 6. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**PASSED AND ADOPTED** this 5<sup>th</sup> day of August, 2020.

ATTEST:

**SOUTHAVEN COMMUNITY  
DEVELOPMENT DISTRICT**

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

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit A:** Budget  
**Exhibit B:** Assessment Roll

# **Exhibit A**

***Will be attached as the***

***Adopted Budget for Fiscal Year 2020-2021***

# **Exhibit B**

## **Assessment Roll**

Assessment Roll is maintained in the District's official records and is available upon request. Certain exempt information may be redacted prior to release in compliance with Chapter 119, FL Statutes.

## **TAB 14**

**RESOLUTION 2020-13**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Southaven Community Development District (hereinafter 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 District’s Board of Supervisors (hereinafter the “Board”) is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

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

Section 1. Regular meetings of the Board of Supervisors of the District shall be held as provided on the schedule attached as Exhibit “A”.

Section 2. In accordance with Section 189.015(1), Florida Statutes, the District’s Secretary is hereby directed to file annually, with St. Johns County, a schedule of the District’s regular meetings.

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

**PASSED AND ADOPTED THIS 5<sup>th</sup> DAY OF AUGUST, 2020.**

**SOUTHAVEN COMMUNITY  
DEVELOPMENT DISTRICT**

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**CHAIRMAN / VICE CHAIRMAN**

**ATTEST:**

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**SECRETARY / ASSISTANT SECRETARY**



**EXHIBIT “A”**

**SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS MEETING DATES  
FOR FISCAL YEAR 2020/2021**

October 7, 2020

December 2, 2020

February 3, 2021

May 5, 2021

August 4, 2021

All meetings will convene at 10:00 a.m. at the Markland Amenity Center  
Located at 61 Clarissa Lane St. Augustine, FL 32095

# **SUPERVISOR REQUESTS**

# ADJOURNMENT