

# **Town Center at Palm Coast Community Development District**

**July 16, 2021**

**Agenda Package**

**Call in Information: 646-838-1601**

**Conference ID: 474 903 281#**

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**Town Center at Palm Coast Community Development District**  
**Inframark, Infrastructure Management Services**  
210 North University Drive Suite 702, Coral Springs, Florida 33071  
Telephone: 954-603-0033; Fax: 954-345-1292

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July 9, 2021

Board of Supervisors  
Town Center at Palm Coast  
Community Development District

Dear Board Members:

A regular meeting of the Board of Supervisors of the Town Center at Palm Coast Community Development District will be held on Friday July 16, 2021 at 10:00 AM at Hilton Garden Inn, Palm Coast/Town Center, 55 Town Center Boulevard, Palm Coast, FL 32164. The District fully encourages public participation in the meetings in a safe and efficient manner. In light of the current COVID-19 public health emergency, there will be a room capacity limit to allow social distancing and face coverings will be required. Anyone wishing to listen to and/or participate in the meeting can do so by calling 646-838-1601 and entering conference ID 474 903 281#. Following is the advance agenda for this meeting:

1. Roll Call
2. Audience Comments
3. Approval of the Minutes of the May 14, 2021 Meeting
4. District Manager's Report
  - A. Discussion of Vacant Seats
  - B. Discussion and Review of the FY2022 Meeting Schedule
  - C. Discussion and Consideration of District Policies
  - D. Consideration of Resolution 2021-04, Designating and Replacing Treasurer
5. Presentation of the Fiscal Year 2022 Financial Budget
  - A. Consideration of Resolution 2021-05, Adopting the FY2022 Budget
  - B. Consideration of Resolution 2021-06, Levying the Assessment
6. Attorney's Report
7. Engineering and Maintenance Report
  - A. Landscape Maintenance Summary Report
  - B. Stormwater Pond Maintenance Report
  - C. Proposal for Additional Sidewalk/Curb Pressure Washing
8. Supervisors' Requests

Town Center at Palm Coast CDD  
July 9, 2021  
Page 2

9. Acceptance of May 2021 Financial Statements and Approval of the Check Register and Invoices for May 2021
10. Adjournment

All other supporting documents for agenda items are enclosed or will be distributed separately. The balance of the agenda is routine in nature and staff will present their reports at the meeting. I look forward to seeing you at the meeting and in the meantime, if you have any questions, please contact me at (904) 626-0593.

Sincerely,

*Bob Koncar*

Bob Koncar  
District Manager

cc:      Kenneth Artin      Michael D. Chiumento, III, Esq.      Patrick Cutshall      Robert      Gaylord  
         Clint Smith      Jake Miller      Walker Douglas

# **Third Order of Business**

**MINUTES OF MEETING  
TOWN CENTER AT PALM COAST  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Town Center at Palm Coast Community Development District was held Friday, May 14, 2021 at 10:00 a.m. at the Hilton Garden Inn Palm Coast/Town Center, 55 Town Center Boulevard, Palm Coast, Florida as well as via teleconference.

Present and constituting a quorum were:

David Root	Chairman
Jeffrey Douglas	Vice Chairperson
Frances Estrada	Assistant Secretary

Also present were:

Robert Koncar	District Manager
Clint Smith	Field Services Manager

***The following is a summary of the discussions and actions taken at the May 14, 2021 Town Center at Palm Coast Community Development District's Board of Supervisors Meeting.***

**FIRST ORDER OF BUSINESS**

**Roll Call**

- Mr. Root called the meeting to order. Mr. Koncar called the roll, and a quorum was established.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

- There being no comments, the next item followed.

**FIFTH ORDER OF BUSINESS**

**Discussion of Town Center License Plate Readers (LPR)/Flagler Sherriff's Department**

- Mr. Root provided an overview of the program which was presented by the Sherriff's office. He stated the Sherriff's office has been working on this program for a year and half. He mentioned the policing is more preventative and has been working out.

- The LPR Sherriff presented and discussed the system to the Board and stated this system is City wide and this system allows for very efficient policing.
- Mr. Root questioned whether this was funded through the Sherriff's department budget and this was confirmed.
- Further discussion ensued on this matter.
- The proposal from the Sherriff was reviewed, however, the recurring cost will be covered by the Sherriffs' office and they are looking for a capital investment from the CDD. The Board was informed if they paid for this the only thing the District would be responsible for would be the power. If the capital cost upfront is too much the Sherriff can do a five-year term with the District.
- Ms. Estrada expressed her concern but likes the idea, and considers this a safety measure.
- Mr. Koncar reviewed the budget as it relates to this system. An overall discussion ensued on this system.

On MOTION by Mr. Douglas seconded by Ms. Estrada with all in favor, the proposal from Vetted Security Solutions for License Plate readers and turning the equipment over to the Flagler Sherriff's Department for an estimated capital cost of \$101,000 plus installation costs to be taken from the fund balance was approved.  
3-0

**THIRD ORDER OF BUSINESS****Approval of the Minutes of March 19, 2021 Meeting**

- Mr. Root presented the March 19, 2021 meeting minutes for approval.

On MOTION by Ms. Estrada seconded by Mr. Douglas with all in favor, the minutes of the March 19, 2021 meeting were approved.  
3-0

**FOURTH ORDER OF BUSINESS****District Manager's Report****A. Discussion of Vacant Seats**

- Mr. Koncar indicated he received a call from an individual who saw the ad in the newspaper who has lived in the District for 10 years and owns some businesses. Upon

review, he checked on his residence and realizes he does not live in Town Center. Mr. Koncar indicated they will continue to run the ad and is hopeful to find someone.

- Mr. Root stated he asked Mr. Chiumento where they stood in terms of if one of the Board members was absent from the meeting. Mr. Koncar will follow-up on this matter and provided a response to the Board.

**B. Acceptance of the Fiscal Year 2020 Financial Audit Report**

- Mr. Koncar presented the FY2020 financial audit report. He indicated there were no findings or recommendations from the auditor as it relates to the Town Centers' financials. They were in compliance to all requirements and there are no recommended changes at this time.

On MOTION by Ms. Estrada seconded by Mr. Douglas with all in favor, the Fiscal Year 2020 Financial Audit Report was accepted. 3-0

**C. Discussion of and Consideration of District Policies**

- Mr. Koncar indicated if the Board recalls this was discussed at their last meeting and Mr. Koncar was asked to bring some policies before the Board. These were policies which were adopted some time ago and are pretty extensive.
- The discussion was regarding the processes and procedures in terms of how the Board operates as they got new Board members on. This is a pretty extensive list of policies and procedures, if they wish to discuss further, they can, but it covers all the aspects of the District.
- Discussion was had regarding the policies and it was decided for the Board to review all the policies and have further discussion at the next meeting.

**D. Consideration of AMTEC Rebate Report**

- Mr. Koncar presented the Districts' rebate report. This is something they do once a year and the rebate report is required because they have outstanding bonds. The bottom line on the rebate report is it compares the interest they receive from the investment of funds as opposed to what the funds cost them. The difference is the arbitrage and by Florida and Federal Statute, local governments cannot make money on investments. They can invest money and get a return, but they cannot make money, the rate they get out of

invested funds cannot exceed the cost for those funds. This report is very extensive and the bottom line is the District has not exceeded their rebate limit so there is no penalty.

On MOTION by Mr. Douglas seconded by Ms. Estrada with all in favor, AMTEC rebate report was accepted. 3-0

**E. Number of Registered Voters**

- Mr. Koncar indicated the registered voters is a report provided annually. It shows the number of registered voters in Town Center at Palm Coast is 600. This is for informational purposes only.

**SIXTH ORDER OF BUSINESS**

**Presentation of the Fiscal Year 2022  
Financial Budget**

**A. Consideration of Resolution 2021-03, Approving the FY2022 Budget and Setting the Public Hearing**

- Mr. Koncar reviewed the FY2022 budget with the Board. He indicated what the Board needs to do today is to approve a tentative budget.
- At this tentative budget review the Board will be setting the assessment rates as high as they anticipate they could go. They cannot go higher once they have their public hearing in 60-days, but it can be reduced. They cannot increase the assessments above what is set today.
- Further discussion ensued regarding the budget.

On MOTION by Mr. Douglas seconded by Ms. Estrada with all in favor, to increase the Operation and Maintenance budget by \$100,000 to be placed into Reserves with Inframark to send out notices to property owners of the increase if needed was approved. 3-0

On MOTION by Mr. Douglas seconded by Ms. Estrada with all in favor, Resolution 2021-03 approving the FY2022 budget and setting the public hearing for July 16, 2021 was adopted. 3-0

**SEVENTH ORDER OF BUSINESS**

**Attorney's Report**



- None.

**EIGHTH ORDER OF BUSINESS****Engineering and Maintenance Report****A. Landscape Maintenance Summary Report****B. Stormwater Pond Maintenance Report**

- Mr. Smith indicated the reports for landscape maintenance and stormwater pond maintenance reports are included in the agenda package.

**C. Proposal for Removal of Palm Tree Boots**

- The proposal is for all the Palm Trees in Town Center. Mr. Douglas approached Mr. Smith regarding this, and he received a quote from VerdeGo. Their yearly contract only requires removing the bottom two feet. However, in his discussion with Mr. Douglas it was suggested removing all the boots off all the palm trees which gives a better and cleaner look. Any new stuff which pops up they would do under their normal yearly contract which they pay for.
- The proposal included in the agenda package is to do every Palm in Town Center and the cost was much less than he anticipated. To do all the 265 Palms the total cost will be \$15,900.
- Mr. Root asked how they were paying for this. Mr. Smith indicated they have funds in their landscape budget, about \$40,000-50,000 for miscellaneous items which incurs every year for tree blow overs, irrigation stuff. Mr. Koncar stated they also have funds in the miscellaneous contingency which they have not used yet.

On MOTION by Ms. Estrada seconded by Mr. Root with all in favor, the proposal from VerdeGo for removal of 265 Palm boots in the amount of \$15,900 was approved. 3-0
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**D. Proposal to Pressure Wash Sidewalks and Curbs in Town Core Area**

- Mr. Smith indicated Mr. Douglas also spoke to him about pressure washing of the sidewalks and curbs. To do all of Town Center would be very expensive. He obtained a quote from a company used by VerdeGo to do the Town core.

- He suggested they do this as a test to see how the Board likes this. The Board may want to expand this outside this area. To do all of Town Center would cost about \$50,000 to \$100,000. It was indicated they would take this out of the contingency budget.
- Further discussion ensued regarding this matter.

On MOTION by Mr. Root seconded by Mr. Douglas with all in favor, the proposal from VerdeGo to pressure wash the core portion of the Town Center in the amount of \$14,700 for a one-time cleaning was approved. 3-0

**E. Proposal to Repair Landscape Roadway Area on Central Avenue**

- The third proposal is for an area on Central west between the round about and the Town core on the north side of the road there is a landscape bed which is not looking good and he looked at just eliminating it which they have done for some of these beds, but there are no other beds on that side of the road and it would look out of place.
- He obtained a proposal from VerdeGo basically to put a low maintenance Fakahatchee grass, which they have a lot of in Town Center and has done well.

On MOTION by Ms. Estrada seconded by Mr. Douglas with all in favor, the proposal from VerdeGo to repair the landscape roadway on Central Avenue in the amount of \$1,947 was approved. 3-0

**F. Proposal to Repair Irrigation System Problems**

- Mr. Smith indicated these have been done as they do not like to leave these undone. He signed off on these and would like ratification of this proposal.

On MOTION by Mr. Douglas seconded by Ms. Estrada with all in favor, the proposal from VerdeGo for irrigation repairs in the amount of \$547.92 was ratified. 3-0

- Discussion was had regarding decorative signage within the community. Mr. Smith will provide a list of signs which need to be replaced within the community and present it to the Board at the next meeting.

- Discussion ensued regarding sofas left out in various areas in the shopping center area.

**NINTH ORDER OF BUSINESS**

**Supervisors' Request**

- None

**TENTH ORDER OF BUSINESS**

**Acceptance of April 2021 Financial Statements and Approval of the Check Register and Invoices for March 2021 through April 2021**

On MOTION by Mr. Douglas seconded by Ms. Estrada with all in favor, acceptance of the check register and invoices for March through April 2021 and the Fiscal Year 2021 financial statements were approved. 3-0

**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

There being no further business, the meeting was adjourned at 11:20 a.m.

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Bob Koncar  
Secretary

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David R. Root  
Chairman

# **Fourth Order of Business**

**4B**

**NOTICE OF MEETINGS  
TOWN CENTER AT PALM COAST  
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Town Center at Palm Coast Community Development District will hold its meetings for Fiscal Year 2022 at the Hilton Garden Inn Palm Coast/Town Center, located at 55 Town Center Boulevard, Palm Coast, Florida 32164 on the third Friday of every other month at 10:00 a.m. as follows:

November 19, 2021  
January 21, 2022  
March 18, 2022  
May 13, 2022– Tentative Budget (*2<sup>nd</sup> Friday*)  
July 15, 2022 – Adoption of Budget  
September 16, 2022

There may be occasions when one or more Supervisors will participate via telephone. Any interested person can attend the meetings at the above location and be fully informed of the discussions taking place. The meetings may be continued to a date, time and location to be specified on the record at the meetings without additional publication of notice.

Any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Office at (954) 603-0033 at least 48 hours prior to the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1, or 800-955-8771 (TTY)/800-955-8770 (Voice), for aid in contacting the District Office.

Each person who decides to appeal any action taken by the Board at these meetings is advised that person will need a record of the proceedings and accordingly, the person may need to ensure a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Bob Koncar  
District Manager

**4C**

**RULES OF PROCEDURE  
TOWN CENTER AT PALM COAST COMMUNITY DEVELOPMENT DISTRICT  
TABLE OF CONTENTS**

1.0	General.....	2
1.1	Board of Supervisors; Officers and Voting .....	
1.2	District Offices; Public Information and Inspection of Records; Policies.....	7
1.3	Public Meetings, Hearings, and Workshops .....	9
2.0	Rulemaking Proceedings .....	13
3.0	Competitive Purchase .....	18
3.1	Procedure Under The Consultants Competitive Negotiation Act.....	22
3.2	Procedure Regarding Auditor Selection .....	25
3.3	Purchase of Insurance .....	29
3.4	Pre-qualification.....	31
3.5	Construction Contracts .....	34
3.6	Goods, Supplies and Materials .....	41
3.7	Maintenance Services .....	44
3.8	Contractual Services .....	47
3.9	Protests With Respect To Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, and 3.7.....	48
4.0	Effective Date .....	51
5.0	Covenants, Conditions, Restrictions and Reservations	52



**Rule 1.0        General.**

- (1) Town Center at Palm Coast Community Development District (the “District”) was created pursuant to the provisions of Chapter 190, Florida Statutes and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law.

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

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

**Rule 1.1 Board of Supervisors; Officers and Voting.**

- (1) Board of Supervisors. The Board of Supervisors of the District (the “Board”) shall consist of five (5) members. Members of the Board (“Supervisors”) appointed by ordinance or rule or elected by landowners must be residents of the State of Florida and citizens of the United States. Supervisors elected by resident electors must be citizens of the United States of America, residents of the State of Florida and of the District, registered to vote with the Supervisor of Elections of the county in which the District is located, and qualified. 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, 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 and voting, unless otherwise provided in the Rules or required by law. A Board member participating in the Board Meeting by phone shall be entitled to vote and take all other action as though physically present.
- (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 sign checks. 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 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. The District's manager ("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 (\$1,000,000.00).
- (d) The Treasurer need not be a member of the Board but must be a resident of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3), 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 be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000.00).
- (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 Chairman and Vice-Chairman are both unavailable to execute a document previously approved by the Board, the Secretary of any Assistant Secretary may execute such document.
- (f) The Board of Supervisors 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.
- (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 which shall be recorded minutes of all meetings, resolutions, proceedings, certificates and corporate acts. The records 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 Flagler County and filed with the local general-purpose governments within whose boundaries the District is located and the Florida Department of Community Affairs. 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, Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143, Florida Statutes, so as to ensure the proper disclosure of conflicts of interests on

matters coming before the Board for a vote. For the purposes of this section, “voting conflict of interest” shall be governed by Chapters 112 and 190, 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 official’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 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 written memorandum. 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 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: §§ 190.006, 190.007, 112.3143, Fla.Stat.**

**Rules 1.2      District Offices; Public Information and Inspection of Records; Policies.**

- (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; and
  - (b) Official minutes of meetings, including adopted resolutions of the Board; and
  - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law; and
  - (d) Adopted engineer's reports;
  - (e) Adopted assessment methodologies/reports; and
  - (f) Adopted disclosure of public financing; and
  - (g) Limited Offering Memorandum for each financing undertaken by the District; and
  - (h) Proceedings, certificates, bonds given by all employees and any and all corporate acts; and
  - (i) District policies and rules; and
  - (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. All District public records within the meaning of Chapter 119, Florida Statutes, and not otherwise restricted by law, including the "Record of Proceedings," 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. 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 in response to a public records request.
- (3) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$.15 per page for one-sided copies and \$.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 above 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 \$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 fee of \$30.00 per hour for supervisory assistance, \$20.00 per hour for clerical assistance, and the actual cost incurred for the use of information technology resources. 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 above special service fees shall apply. If the total fees, including but not limited to special service fees, are anticipated to exceed \$25.00, payment in advance by the person making the public records request is required.

- (4) Records Retention. The Secretary of the District shall be responsible for retaining the District’s records in accordance with applicable Florida law.
- (5) Policies. The Board may adopt policies related to the conduct of its business and the provisions of services either by resolution or motion.

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

**Law Implemented:** §§ 190.006, 119.07

### **Rules 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 printed and published at least once a week for the preceding year, offering at least 25% or its words in the English language, qualifies as a periodical material for postal purposes in the county in which the District is located, for sale to the public generally, available to the public generally for the publication of official or other notices and 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 189.417 of the Florida Statutes shall be published in a newspaper not of limited subject matter, which is published at least five (5) days a week, unless the only newspaper in the county is published less than five (5) 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 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 (904) 940-6044. If you are hearing or speech impaired, please contact the Florida Relay Service at 1(800) 955-8700, who can aid you in contacting the District Office."
  - (e) The following 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 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 notice meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare a notice and an agenda of the meeting/hearing/workshop. The notice and agenda shall be available to the public at least seventy-two hours before the meeting/hearing/workshop except in an emergency. For good cause, the agenda may be changed after it is first made available for distribution. 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
- 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
- Audience questions and comments
- 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, may convene an emergency meeting of the Board without first having complied with subsections (1) and (3), 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. The portion of the meeting reserved for audience comment shall be identified in the agenda. At the Chairperson's discretion, or at the discretion of the Vice-Chairman or Board member appointed pursuant to Rule 1.1(2)(e) above, each person wishing to address the Board may be subject to a three (3) minute time limit for their comments, in the interest of time and fairness to other speakers.
- (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. District staff and Board members may participate in Board Meetings by teleconference; provided, however, at least three (3) Board members must be physically present at the meeting location to establish a quorum.
- (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. 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 voting. 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; and

- (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 District's Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorneys 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.

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

**Law Implemented: §§ 190.006, 190.007, 190.008, 286.0105, 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 paragraph (3). 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 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), 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 both to the date on which and to the place where

the notice of rule development that is required by Subsection (2) appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
  - (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing. Notice will then be mailed to all persons whom, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its proceedings.
- (4) Rule Development Workshops. Whenever requested in writing by an 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 for the initiation of 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 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 subsection 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, above, 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, 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 paragraph 3 above, 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 paragraph 3 above 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), Florida Statutes, except that any notices required under Section 120.54(2)(d), 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 ten (10) days after receiving the petition, the District's Chairperson shall, if the petition complies with the requirements of paragraph (b), 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 thirty (30) days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
  - (d) Within thirty (30) days after the hearing, the hearing officer shall render a decision and state the reasons therefore 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 rule will be or has been achieved by other means by the person and when application of a

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 wavier or variance for the petitioner.
  - (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 District’s Board shall grant or deny a petition for variance or waiver, and shall announce such disposition at a publicly held meeting of the Board, within sixty (60) 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, 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, Florida Statutes, between the District and a firm whereby the firm provides Professional Services to the District for projects in which the costs do not exceed one million dollars, for a study activity when the fee for such professional services to the District does not exceed \$50,000.00, 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 legal (including attorneys, paralegals, court reporters and expert witnesses, including appraisers), artistic, auditing, health, or academic program services, or Professional Services (as defined in Section 287.055(2)(a) Florida Statutes and these Rules) or maintenance services. 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 Rule 3.5.
  - (d) A “Design-Build Firm” means a partnership, corporation or other legal entity that:
    - (i) Is certified under Section 498.119 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.
- (e) A “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.
- (f) A “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 proposal, 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) A “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 agency for the providing of 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 (e.g. acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or causes beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive bidding 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) “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 Proposal, 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 Proposal, 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.
  - (viii) Whether the entity/individual is a certified minority business enterprise.
- (l) “Negotiate” means to conduct legitimate, arms length discussions and conferences to reach an agreement on a term or price.
- (m) “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 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.

- (n) “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 (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) which is for a cost to the District deemed reasonable by the Board.
- (o) “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 government entity or political subdivision of the state.
- (p) “Request for Proposal” 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.
- (q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply” and “Responsive Response” means a bid, proposal, reply or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposal, Invitations to Negotiate or other 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 Consultant's Competitive Negotiations Act**

- (1) Scope. The following procedures are adopted for selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, the negotiation of such contracts and providing for protest of actions of the Board under this Rule 3.1. As used in this Rule 3.1, "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, Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
  - (a) Hold all required applicable federal licenses in good standing, if any.
  - (b) Hold all required applicable state professional licenses in good standing.
  - (c) If the consultant is a corporation, hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.
  - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

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

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. Consultants who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail. The 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 above 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.
  - (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) 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 3.9 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 3.9.

(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, Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating the “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 non-current 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 ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning the first-named firm on the list, under an agreement is reached or the list of firms is exhausted.

(6) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.

(7) 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:** §§ 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 contract.

- (1) Definitions.
  - (a) “Auditing Services” means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473, Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
  - (b) “Committee” means the audit selection committee appointed by the Board as described in Subsection 3.2(2) of this Rule.
- (2) Establishment of Audit Committee. Prior to a public announcement under Subsection 3.2(4) of this Rule that Auditing Services are required, the Board shall establish an audit selection committee (“Committee”), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee should include at least three (3) individuals, some or all of whom may also serve as members of the District’s Board of Supervisors. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board.
- (3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under Subsection 3.2(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 audit services to be provided by a certified public accounting firm duly licensed under Chapter 473 of the Florida Statutes and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
  - (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:
    - (i) Hold all required applicable federal licenses in good standing, if any.
    - (ii) Hold all required applicable state professional licenses in good standing.
    - (iii) If the proposer is a corporation, hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.
    - (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.



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

(b) **Evaluation Criteria.** The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:

- (i) ability of personnel,
- (ii) experience,
- (iii) understanding of scope of work,
- (iv) ability to furnish the required services, and
- (v) 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 Subsection 3.2(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 Proposal.** The Committee shall provide interested firms with a request for proposal ("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 (3) firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to Subsection 3.2(3)(b) of this Rule. If fewer than three (3) 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 most qualified firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified 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 (1) 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.
  - (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 the deadline for the auditor to submit a preliminary draft audit report to the District for review, which, unless it is in the best interests of the District to establish a different deadline, shall be no later than July 1 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. No contract shall continue, or allow the contract to be renewed, for a period

of more than three (3) years from the date of its execution. A renewal may be done without the use of the auditor selection procedures provided in this Rule, but must be in writing.

- (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 3.9 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 Section shall be as provided for in Rule 3.9. 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:** §§ 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 Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
  - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.
  - (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 not 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 3.9 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 3.9.

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

**Law Implemented: §§ 112.08, Fla.Stat.**

**Rule 3.4 Pre-qualifications**

- (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 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 \$250,000.00. The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over \$250,000.00 and thirty (30) days for construction services estimated to cost over \$500,000.00.
  - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
  - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate or Competitive Solicitation.
  - (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:

- (i) Hold the 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 Florida in accordance with Chapter 607, Florida Statutes, if the vendor is a corporation.
- (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 of Supervisors, 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 interests 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, 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 3.9 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 3.9; provided, however, protests related to the pre-qualification criteria and

procedures for construction services shall be resolved in accordance with Rule 3.4(2)(b) and 255.20(1)(b).

**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.**

### **I.          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, 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, 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, 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 Proposal, Invitation to Negotiate or Competitive Solicitation.
  - (b) Notice of 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 \$500,000.00 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, reply or response:
  - (i) Hold the 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 Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation.
  - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposal, 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 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 Proposal, 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 Proposal, 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 3.9 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 3.9.
  - (k) If less than three (3) responsive bids, proposals, replies or responses are received, the District may purchase construction services or may reject the bids, proposals, replies or responses for a lack of competitiveness. If no responsive bid, proposal, reply or response is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of construction services, which steps may include 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. 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 appropriate process.
  - (4) 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.
  - (5) Exceptions. Rule 3.5 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) when 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.

## II. DESIGN-BUILD CONTRACTS

### (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 subsection 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 using Section 3.1, Procedure under Consultants' Competitive Negotiations Act. 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 Subsection 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:

- a. 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 \$500,000.00 must be noticed at least thirty (30) days prior to the date for submittal of proposals.
- b. 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.
- c. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
  - i. Hold the required applicable state professional license(s) in good standing, as defined by Subsection 287.055(2)(h) of the Florida Statutes;
  - 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 Florida in accordance with Chapter 607, Florida Statutes, if the proposer is a corporation;
  - iv. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

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.

- d. The proposals shall be publicly opened. 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.
- e. The Board shall have the right to reject all proposals if rejection is determined to be in the best interests of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
- f. If less than three (3) proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no proposals are received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of design-build services, which steps may include a direct purchase of the design-build services without further competitive selection processes.
- g. 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 3.9 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 3.9.
- h. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Failing accord with the second most qualified firm, the Board must terminate negotiations. The Board shall then undertake negotiations with the third firm. 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.

- i. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
  - j. 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) 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.

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

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

### **Rule 3.6      Goods, Supplies and Materials.**

- (1) Purpose and Scope. All purchases of goods, supplies or materials exceeding the amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, as adjusted annually pursuant to the methodology adopted by the Florida Department of Management Services, 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, a Request for Proposals, an Invitation to Negotiate or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies or responses.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
  - (d) If the District has pre-qualified suppliers of goods, supplies and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses.
  - (e) In order to be eligible to submit a bid, proposal, reply or response, a firm or individual must, at the time of receipt of the bids, proposals, replies or responses:
    - (i) Hold the 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 Florida in accordance with Chapter 607, Florida Statutes, if the vendor is a corporation.
- (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 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 after opening. 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 Proposal, Invitation to Negotiate or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be afforded 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 interests 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: "Failure to file a protest within the time prescribed in Rule 3.9 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 3.9.
  - (k) If less than three (3) bids, proposals, replies or responses are received, the District may purchase goods, supplies or materials or may reject the bids, proposals, replies or responses for a lack of competitiveness. If no responsive bid, proposal, reply or response is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of goods, supplies and materials, which steps may include 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. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, services 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 except 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.
- (5) Renewal. Contracts for the purchase of goods, supplies and/or materials subject to this Rule 3.6 may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever period is longer.
- (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:** §§ 190.033, 287.017, Fla.Stat.

**Rule 3.7      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, Florida Statutes, for CATEGORY FOUR, as adjusted annually pursuant to the methodology adopted by the Florida Department of Management Services. 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, a Request for Proposals, an 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 Invitation to Bid, Requests for Proposals, Invitations to Negotiate and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
  - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies and responses.
  - (e) In order to be eligible to submit a bid, proposal, reply or response, a firm or individual must, at the time of receipt of the bids, proposals, replies or responses:
    - (i) Hold the 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 Florida in accordance with Chapter 607, Florida Statutes, if the vendor is a corporation.

- (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 Proposal, 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 after opening. 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 Proposal, 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 interests 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 3.9 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 procurements of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.9.
- (k) If less than three (3) responsive bids, proposals, replies or responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies or responses for a lack of competitiveness. If no responsive bid, proposal, reply or response is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of maintenance services, which steps may include 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 3.7 may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever period is longer.
- (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.

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

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

**Rule 3.8 Contractual Services.**

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, a Request for Proposal, an Invitation to Negotiate or a 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.

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

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

**Rule 3.9        Protests With Respect To Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, and 3.7.**

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, and 3.7 shall be in accordance with this Rule 3.9.

(1)     Filing.

- (a)     With respect to a protest regarding qualifications, specifications, documentation or other requirements contained in a Request for Qualifications, Request for Proposal, 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 Proposal, 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) above, 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, or 3.7 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 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, or 3.7, the Board may require any person who files a notice of protest to post a protest bond in the amount equal to 1% of the anticipated contract amount that is the subject of the protest. 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 the 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 signed.
- (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 above (if available), 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 recommendation 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, 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 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 \_\_\_\_\_, 200\_\_\_\_, except that no election of officers required by these Rules shall be required until after the next regular election for the Board of Supervisors.

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

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

**Rule 5.0 Covenants, Conditions, Restrictions and Reservations (Rev. 11.18.16)**

- (1) ARCHITECTURAL REVIEW (Intentionally Deleted)
- (2) SITE FURNISHINGS. Site furnishings, as described in the Review Criteria & Guidelines, that are required to be installed on the Property as a condition of ARC approval shall be maintained, repaired and replaced from time to time when they become worn, weathered, discolored, broken or unsightly. All flowers and other plant material shall be properly maintained and replaced periodically so they are at all times fresh and healthy.
- (3) HAZARDOUS STORAGE. No material of a hazardous characteristic shall be stored on the Property, except with explicit written approval of the ARC, and then, in strict compliance with the requirements of the National Board of Fire Underwriters and in compliance with state and federal regulations concerning storage of hazardous materials.
- (4) ANTENNAS AND TOWERS. No satellite dish, tower or antenna may be installed on the Property without the approval of the ARC and the ARC may deny approval unless the satellite dish, tower or antenna will be completely shielded from view from adjacent land, streets, sidewalks and bike paths.
- (5) DRILLING AND MINING. No water, oil or other well drilling, oil development operations, oil refining, coring or mining operations of any kind shall be permitted on the Property, nor shall wells, tunnels, mineral excavations or shafts be permitted upon the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Property.
- (6) ANIMALS. No livestock or poultry of any kind shall be raised, bred or kept on the Property. The occupant of a residential dwelling unit on the Property may keep a maximum of two (2) animals of the size and type normally maintained as domestic pets, such as dogs or cats, so long as such animals are not raised, bred or kept for commercial purposes.
- (7) EASEMENTS.
  - (a) District hereby reserves the following blanket easements across the Property (to be confined to the easement areas as shown on the recorded plat of the Property, or on separately recorded easement agreements).

- (i) An easement for the construction, installation and maintenance of any and all utilities, inclusive of electric, gas, cable television, cable vision, telephone, fiber optics, water, sidewalks, drainage, sewage, and waterways. No building or structure shall be erected, nor any paving laid, nor any filling or excavation done within the easement areas without the prior written consent of the District. No action shall be taken that would restrict or obstruct the use of any of the easements.
  - (ii) An easement for a bikeway ("Bikeway") that shall be constructed and maintained by the District (the "Blanket Bikeway Easement"). The Bikeway may be moved to another location within the Property so long as the use of the Bikeway is not interrupted or impaired. If the Bikeway is relocated, the party doing so shall be responsible for the cost of rebuilding the Bikeway to the same specifications as the original Bikeway. When the Bikeway is within a permanent location on the Property, the owner of the Property may terminate the Blanket Bikeway Easement by granting to the District, and any other party they may designate, a permanent easement over the area where the Bikeway is located, and upon recording of the document granting the permanent easement, the Blanket Bikeway Easement shall automatically be released.
- (b) Areas within the Property where surface parking areas are located, and access thereto from a public street (the "Parking Areas") are hereby made subject to an easement in favor of the general public for parking purposes, subject to the right of the owner of that portion of the Property to impose and enforce reasonable rules and requirements (which may include parking fees) regarding use of the Parking Areas. The Parking Areas shall not include parking spaces that are incorporated within any building, other than a parking garage, that is constructed on the Property.
- (c) Ingress/Egress to Reserved Easements - The District shall at all times have the right of ingress/egress over the Property for the purpose of access to the easement areas hereby reserved, provided that the right of ingress/egress to the easement areas shall not limit use of the Property.

## 8. MAINTENANCE; REPAIR OR RESTORATION

- (a) Maintenance - No weeds or unsightly growth shall be permitted to grow or remain on any portion of the Property, and no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere on the Property. All lawns, landscaping and sprinkler systems shall be kept in good, clean, neat and attractive condition, and all lawns and landscaping shall be properly maintained. The Property and all structures thereon shall be kept in good, safe, clean, neat and attractive condition, and all structures shall be maintained in a finished, painted and attractive condition.
- (b) Repair or Restoration - If improvements on the Property are damaged or destroyed by fire, the elements or other casualty, the improvements so damaged or destroyed, shall promptly be repaired or restored to substantially the same condition as existed immediately prior to the casualty. The repair or restoration shall not commence until the plans and specifications have been approved in writing by the ARC, as provided for herein. In the event an election is made not to repair or restore damaged or destroyed improvements, or portions thereof, then, within 90 days of the date of the casualty, the damaged improvements shall be cleared and the cleared site shall be sodded or otherwise landscaped to the satisfaction of the ARC. All plans for clearing and sodding or landscaping shall have the prior written approval of the ARC.

## 9. VIOLATIONS AND ENFORCEMENT

- (a) If a violation of this Rule is not cured within 30 days of written notice of the violation, or if the violation cannot be cured within 30 days and the violator is not diligently attempting to cure the violation, then the District shall have the right to enter upon the Property and remedy the violation, and any such entry shall not be deemed a trespass. A lien on the Property shall arise in favor of the District to the extent of the expense necessary to remedy the violation. If such lien is not satisfied within 30 days of its recordation in the Public Records of Flagler County, Florida, it shall bear annual interest at 12% per annum.
- (b) Enforcement of this Rule shall be by proceedings at law or equity brought by the District or any person or entity adversely affected by the violation or attempted violation of this Rule. In addition, any lien arising pursuant to subsection (a) of this Section may be enforced by an action in foreclosure in the manner provided by Florida law for foreclosure of liens or mortgages generally.

- (c) The failure to enforce any provision of this Rule or to remedy any violation thereof, at any time, or from time to time, shall not constitute a waiver of those or any other provisions of this Rule.
- (d) In the event of any dispute hereunder or any action to interpret or enforce this Rule, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and any other professional fees, costs and expenses.

## 10. GENERAL PROVISIONS

- (a) Compliance - All persons or entities owning or occupying any portion of the Property shall obey all laws, ordinances, rules, regulations, requirements and orders of the federal, state, county and city governments, or any of them, and any and all of their departments and bureaus, or any other competent authority that may have jurisdiction over the Property.
- (b) District - The District hereby reserves the right to amend, modify or rescind all or parts of this Rule if the District deems an amendment to be necessary and desirable so long as the amendment or modification does not substantially change the character, use, nature or general scheme of the Property or Town Center, interfere with the business of the person or entity in possession of the Property or impose any financial obligations on any person or entity or is not otherwise unreasonable. Any amendment or modification to this Rule by the District shall not require the consent of any person or entity and the amendment or modification shall only be required to be executed by the District and recorded in the Public Records of Flagler County, Florida.
- (c) Notices - All notices, applications and requests provided for herein shall be in writing and sent via United States Certified Return Mail, return receipt requested, postage prepaid, or by recognized national overnight courier service (such as Federal Express, DHL, etc.) to the following:

To the ARC or ARB: 475 West Town Place, Suite 200  
St. Augustine, Florida 32092

To District: 475 West Town Place, Suite 200  
St. Augustine, Florida 32092

To the Owner of the Property: At the address shown for the owner, as specified in the current tax roll of Flagler County, Florida.

The ARB, ARC, and the District may change the addresses for giving notice herein from time to time by recording such change of address in the Public Records of Flagler County, Florida.

- (d) Duration - The covenants, conditions, restrictions and reservations and other provisions of this Rule shall run with and bind the Property.

**4D**



**RESOLUTION 2021-04**

**A RESOLUTION REMOVING ALAN BALDWIN AS  
TREASURER AND APPOINTING TRUMAINE EASY AS  
TREASURER OF THE TOWN CENTER AT PALM COAST  
COMMUNITY DEVELOPMENT DISTRICT**

WHEREAS, the Board of Supervisors of the Town Center at Palm Coast Community Development District desire to remove Alan Baldwin as Treasurer and appoint Trumaine Easy as Treasurer;

**NOW, THEREFORE, BE IT RESOLVED BY THE  
BOARD OF SUPERVISORS OF THE TOWN  
CENTER AT PALM COAST COMMUNITY  
DEVELOPMENT DISTRICT:**

1. Trumaine Easy is appointed Treasurer.

Adopted this 16<sup>th</sup> day of July, 2021

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Chairman

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Assistant Secretary

# **Fifth Order of Business**

# **TOWN CENTER AT PALM COAST**

Community Development District

## ***Annual Operating and Debt Service Budget***

**Fiscal Year 2022**

**Approved Modified Tentative Budget**

(Meeting 7/16/21, version 3)

Prepared by:



**Table of Contents**

	<u>Page #</u>
General Fund	
Summary of Revenues, Expenditures and Changes in Fund Balances .....	1 - 3
Exhibit A - Allocation of Fund Balances.....	4
Budget Narrative.....	5 - 11
Series 2005	
Summary of Revenues, Expenditures and Changes in Fund Balances .....	12 - 13
Amortization Schedule.....	14 - 15
Budget Narrative.....	16 - 17
 <b><u>SUPPORTING BUDGET SCHEDULES</u></b>	
2022-2021 Non-Ad Valorem Assessment Summary.....	18

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## **TOWN CENTER AT PALM COAST**

Community Development District

### **Budget Overview**

Fiscal Year 2022

## **TOWN CENTER AT PALM COAST**

Community Development District

### **Operating Budget**

Fiscal Year 2022

**Summary of Revenues, Expenditures and Changes in Fund Balances**  
Fiscal Year 2022 Approved Modified Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2019	ACTUAL FY 2020	ADOPTED BUDGET FY 2021	ACTUAL THRU MAY-2021	PROJECTED JUN- SEP 2021	TOTAL PROJECTED FY 2021	ANNUAL BUDGET FY 2022
<b>REVENUES</b>							
Interest - Investments	11,862	4,863	\$ 4,000	\$ 1,169	\$ 511	\$ 1,680	\$ 2,500
Interest - Tax Collector	355	31	-	857	612	1,469	-
Special Assmnts- Tax Collector	1,122,601	1,120,313	1,283,857	1,269,357	14,500	1,283,857	1,390,241
Special Assmnts- Discounts	(39,514)	(43,385)	(51,354)	(48,722)	-	(48,722)	(55,610)
<b>TOTAL REVENUES</b>	<b>1,095,304</b>	<b>1,081,822</b>	<b>1,236,503</b>	<b>1,222,661</b>	<b>15,622</b>	<b>1,238,283</b>	<b>1,337,131</b>

**EXPENDITURES****Administrative**

P/R-Board of Supervisors	5,800	4,000	6,000	2,400	2,400	4,800	6,000
FICA Taxes	444	306	459	184	184	367	459
ProfServ-Arbitrage Rebate	600	600	600	600	-	600	600
ProfServ-Dissemination Agent	5,000	5,000	5,000	-	5,000	5,000	5,000
ProfServ-Engineering	4,019	1,300	3,000	1,714	1,224	2,938	3,000
ProfServ-Legal Services	9,921	7,070	11,000	6,174	3,287	9,461	11,000
ProfServ-Mgmt Consulting Serv	51,250	52,750	54,333	36,222	18,111	54,333	55,963
ProfServ-Special Assessment	5,750	5,925	5,925	5,925	-	5,925	5,925
ProfServ-Trustee Fees	9,426	8,160	9,600	7,218	1,575	8,793	9,600
Auditing Services	3,800	3,800	4,000	3,900	-	3,900	4,000
Website Compliance	-	-	-	-	-	-	1,553
Postage and Freight	1,547	1,140	1,494	545	799	1,344	1,494

**Summary of Revenues, Expenditures and Changes in Fund Balances**  
Fiscal Year 2022 Approved Modified Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2019	ACTUAL FY 2020	ADOPTED BUDGET FY 2021	ACTUAL	PROJECTED	TOTAL	ANNUAL
				THRU MAY-2021	JUN- SEP 2021	PROJECTED FY 2021	BUDGET FY 2022
Insurance - General Liability	12,780	12,780	14,058	12,780	-	12,780	14,058
Printing and Binding	705	343	1,400	197	1,203	1,400	1,400
Legal Advertising	1,922	3,279	1,854	357	2,243	2,600	2,600
Miscellaneous Services	36	35	500	290	207	497	500
Misc-Assessmnt Collection Cost	15,982	15,589	25,675	23,685	290	23,975	27,805
Misc-Contingency	2,579	2,255	5,000	2,354	2,646	5,000	5,000
Misc-Web Hosting	1,000	170	1,000	667	333	1,000	1,000
Office Supplies	231	242	500	225	275	500	500
Rental - Meeting Room	-	253	400	63	190	253	400
Annual District Filing Fee	175	175	175	175	-	175	175
<b>Total Administrative</b>	<b>132,967</b>	<b>125,172</b>	<b>151,973</b>	<b>105,675</b>	<b>39,966</b>	<b>145,640</b>	<b>158,030</b>
<b>Field</b>							
ProfServ-Administrative	36,000	36,000	36,000	24,000	12,000	36,000	36,000
Contracts-Lake and Wetland	57,675	58,646	59,400	40,170	19,230	59,400	61,400
Contracts-Landscape	454,778	403,058	465,000	292,638	172,362	465,000	465,000
Security Service - Sheriff	-	-	150,000	76,050	73,950	150,000	120,000
Electricity - General	2,811	3,161	5,000	2,066	920	2,986	5,000
Utility - Irrigation	59,056	67,433	60,000	28,894	34,351	63,245	65,000
Utility - Stormwater	2,489	2,758	3,000	3,473	-	3,473	3,000



**Summary of Revenues, Expenditures and Changes in Fund Balances**  
Fiscal Year 2022 Approved Modified Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2019	ACTUAL FY 2020	ADOPTED BUDGET FY 2021	ACTUAL THRU MAY-2021	PROJECTED JUN- SEP 2021	TOTAL PROJECTED FY 2021	ANNUAL BUDGET FY 2022
R&M-Trail Maintenance	241	-	5,000	-	5,000	5,000	5,000
Misc-Contingency	4,683	41,614	34,130	222	33,908	34,130	51,700
Cap Outlay - Streetlight Impr	266,448	266,448	267,000	177,632	88,816	266,448	267,000
Capital Outlay	5,842	-	-	-	-	-	-
Reserve - Capital/Maintenance	-	-	-	-	-	-	100,000
<b>Total Field</b>	<b>890,023</b>	<b>879,118</b>	<b>1,084,530</b>	<b>645,145</b>	<b>440,537</b>	<b>1,085,682</b>	<b>1,179,100</b>
<b>TOTAL EXPENDITURES</b>	<b>1,022,990</b>	<b>1,004,290</b>	<b>1,236,503</b>	<b>750,820</b>	<b>480,502</b>	<b>1,231,321</b>	<b>1,337,131</b>
Excess (deficiency) of revenues Over (under) expenditures	72,314	77,532	-	471,841	(464,880)	6,962	-
Net change in fund balance	72,314	77,532	-	471,841	(464,880)	6,962	-
<b>FUND BALANCE, BEGINNING</b>	620,752	693,066	770,598	770,598	-	770,598	777,560
<b>FUND BALANCE, ENDING</b>	<b>\$ 693,066</b>	<b>\$ 770,598</b>	<b>\$ 770,598</b>	<b>\$ 1,242,439</b>	<b>\$ (464,880)</b>	<b>\$ 777,560</b>	<b>\$ 777,560</b>

**Exhibit "A"**  
Allocation of Fund Balances

**AVAILABLE FUNDS**

	<u>Amount</u>
Beginning Fund Balance - Fiscal Year 2022	\$ 777,560
Net Change in Fund Balance - Fiscal Year 2022	-
Reserves - Fiscal Year 2022 Additions	100,000
<b>Total Funds Available (Estimated) - FY 2022</b>	<b>877,560</b>

**ALLOCATION OF AVAILABLE FUNDS**

***Assigned Fund Balance***

Operating Reserve - Operating Capital	309,283 <sup>(1)</sup>
Reserves - Others	150,000
Capital Reserves FY22	100,000
Subtotal	<u>559,283</u>
<b>Total Allocation of Available Funds</b>	<b><u>559,283</u></b>

<b>Total Unassigned (undesignated) Cash</b>	<b><u><u>\$ 318,277</u></u></b>
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**Notes**

(1) Represents approximately 3 months of operating expenditures

**Budget Narrative**

Fiscal Year 2022

**REVENUES****Interest - Investments**

The District earns interest income on their accounts held at Intracoastal Bank. Interest is earned on their operating and other investments accounts.

**Special Assessment-Tax Collector**

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. This is for the portion that will be billed through the Tax Collector.

**Special Assessment-Discounts**

Per Section 197.162, Florida Statutes, discounts are allowed for early payments. The budgeted amount for the fiscal year is calculated at 4% of the anticipated on-roll Non-Ad Valorem assessments collected through the Tax Collector.

**EXPENDITURES****Expenditures – Administrative****P/R-Board of Supervisors**

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting at which they are in attendance. The amount for the fiscal year is based upon all supervisors attending all of the meetings.

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**Budget Narrative**

Fiscal Year 2022

Expenditures – Administrative (continued)
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**FICA Taxes**

Payroll taxes on Board of Supervisors' compensation. The budgeted amount for the fiscal year is calculated at 7.65% of the total payroll expenditure

**Professional Services-Arbitrage Rebate**

The District has a proposal with a company that specializes in municipal and district arbitrage calculation to calculate the District's Arbitrage Rebate Liability on the Series 2005 Special Assessment Bonds. The budgeted amount for the fiscal year is based on standard fees charged for this service.

**Professional Services-Dissemination Agent**

The District is required by the Securities and Exchange Commission to comply with Rule 15c2-12(b)-(5), which relates to additional reporting requirements for unrelated bond issues. The budgeted amount for the fiscal year is based on standard fees charged for this service.

**Professional Services-Engineering**

The District's engineer will provide general engineering services to the District, i.e. attendance and preparation for board meetings, and other specifically requested assignments.

**Professional Services-Legal Services**

The District's legal counsel will provide general legal services to the District, i.e. attendance and preparation for meetings, review of operating and maintenance contracts, and other specifically requested assignments.

**Budget Narrative**

Fiscal Year 2022

Expenditures – Administrative (continued)
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**Professional Services-Management Consulting Services**

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Inframark Infrastructure Management Services. The budgeted amount for the fiscal year is based on the contracted fees outlined in Exhibit "A" of the Management, with a moderate increase requested this year.

**Professional Services-Special Assessment**

Administrative fee for Inframark Infrastructure Management Services to prepare the District's Special Assessment Roll and maintain the lien books with a moderate increase requested this year.

**Professional Services-Trustee Fees**

The District issued this Series 2005 Special Assessment Bonds that are deposited with a Trustee to handle all trustee matters. The annual trustee fee is based on standard fees charged plus any out-of-pocket expenses.

**Auditing Services**

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is based on current contracted fees.

**Website Compliance**

Inframark Infrastructure Management Services oversees the District's email accounts and provides assistance to Campus Suite regarding the website as necessary.

**Budget Narrative**

Fiscal Year 2022

Expenditures – Administrative (continued)
---

**Postage & Freight**

Actual postage and/or freight used for District mailings including agenda packages, vendor checks and other correspondence.

**Insurance-General Liability**

The District's General Liability & Public Officials Liability Insurance policy is with Public Risk Insurance Agency. Public Risk Insurance Agency specializes in providing insurance coverage to governmental agencies. The budgeted amount allows for a projected increase in the premium due to market uncertainty.

**Printing & Binding**

Copies used in the preparation of agenda packages, required mailings, and other special projects.

**Legal Advertising**

The District is required to advertise various notices for Board meetings and other public hearings in a newspaper of general circulation.

**Miscellaneous Services**

This budget line is for bank charges and any other miscellaneous expenditure that may be incurred during the fiscal year.

**Misc.-Assessment Collection Cost**

The District reimburses the Flagler County Tax Collector for applicable necessary administrative costs. Per Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District compensates the Tax Collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The fiscal year budget is based on a maximum of 2% of the anticipated assessment collections.

**Budget Narrative**

Fiscal Year 2022

Expenditures – Administrative (continued)
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**Misc.-Contingency**

This category provides funds for administrative expenses that may not have been budgeted anywhere else.

**Misc-Web Hosting**

Per Florida Statutes, the District is required to have and maintain a website. The requested increase reflects additional posting and maintenance requirements imposed by the Legislature effective October 1, 2016.

**Office Supplies**

Supplies used in the preparation and binding of agenda packages, required mailings, and other special projects.

**Annual District Filing Fee**

The District is required to pay an annual fee of \$175 to the Department of Economic Opportunity.

Expenditures – Field
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**Professional Services-Administrative**

The District has a contract with Clint Smith Consulting, LLC. for services for the administration of field operations of the District and its contractors. Singhofen & Associates has a small continuing roll in providing field services.

**Contracts-Lake and Wetland**

The District has a permit obligation to comply with certain conditions for the establishment and maintenance of upland/wetland conservation areas and for maintenance of storm water management areas. The amount is based on current contracts with Aquatic Systems and EMS.

**Budget Narrative**

Fiscal Year 2022

Expenditures – Field (continued)
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**Contracts-Landscape**

The District currently has a contract with Yellowstone Landscape, Inc. to provide landscape management of the common areas within the District.

**Electricity-General**

The District pays for electrical usage for District facilities and assets on FPL Company schedule

**Utility-Irrigation**

Irrigation water usage for District facilities and assets on City of Palm Coast Company schedule.

**Utility-Stormwater**

This budget line item represents City of Palm Coast stormwater utility fees.

**R&M-Trail Maintenance**

This budget line item represents sidewalk repairs and one decorative paver installation repair.

**Misc.-Contingency**

This represents any additional field expenses that may not have been anticipated in the budget.



**Budget Narrative**

Fiscal Year 2022

Expenditures – Field (continued)
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**Capital Outlay-Streetlight Improvements**

The District will pay for Streetlight infrastructure. The District pays a premium for 20 years for District streetlights to FPL Company.

**Reserve – Capital/Maintenance**

The District is building a reserve for future capital projects.

## **TOWN CENTER AT PALM COAST**

Community Development District

### **Debt Service Budgets**

Fiscal Year 2022

**Summary of Revenues, Expenditures and Changes in Fund Balances**  
Fiscal Year 2022 Approved Modified Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2019	ACTUAL FY 2020	ADOPTED BUDGET FY 2021	ACTUAL THRU MAY-2021	PROJECTED JUN- SEP 2021	TOTAL PROJECTED FY 2021	ANNUAL BUDGET FY 2022
<b>REVENUES</b>							
Interest - Investments	11,264	14,104	\$ 8,000	\$ 65	\$ 233	\$ 298	\$ 500
Special Assmnts- Tax Collector	1,888,449	1,762,699	1,768,979	1,749,000	19,979	1,768,979	1,768,979
Special Assmnts- Prepayment	1,219,817	-	-	-	-	-	-
Special Assmnts- Discounts	(66,472)	(68,262)	(70,759)	(67,133)	-	(67,133)	(70,759)
<b>TOTAL REVENUES</b>	<b>3,053,058</b>	<b>1,708,541</b>	<b>1,706,220</b>	<b>1,681,932</b>	<b>20,212</b>	<b>1,702,144</b>	<b>1,698,720</b>
<b>EXPENDITURES</b>							
<i>Administrative</i>							
Misc-Assessmnt Collection Cost	26,883	26,176	35,380	32,635	400	33,035	35,380
<b>Total Administrative</b>	<b>26,883</b>	<b>26,176</b>	<b>35,380</b>	<b>32,635</b>	<b>400</b>	<b>33,035</b>	<b>35,380</b>
<i>Debt Service</i>							
Principal Debt Retirement	620,000	615,000	700,000	660,000	-	660,000	700,000
Principal Prepayments	-	1,225,000	-	-	-	-	-
Interest Expense	1,168,800	1,094,850	981,600	1,021,200	-	1,021,200	981,600
<b>Total Debt Service</b>	<b>1,788,800</b>	<b>2,934,850</b>	<b>1,681,600</b>	<b>1,681,200</b>	<b>-</b>	<b>1,681,200</b>	<b>1,681,600</b>
<b>TOTAL EXPENDITURES</b>	<b>1,815,683</b>	<b>2,961,026</b>	<b>1,716,980</b>	<b>1,713,835</b>	<b>400</b>	<b>1,714,235</b>	<b>1,716,980</b>

**Summary of Revenues, Expenditures and Changes in Fund Balances**  
Fiscal Year 2022 Approved Modified Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2019	ACTUAL FY 2020	ADOPTED BUDGET FY 2021	ACTUAL THRU MAY-2021	PROJECTED JUN- SEP 2021	TOTAL PROJECTED FY 2021	ANNUAL BUDGET FY 2022
Excess (deficiency) of revenues							
Over (under) expenditures	1,237,375	(1,252,485)	(10,760)	(31,903)	19,812	(12,091)	(18,260)
<b>OTHER FINANCING SOURCES (USES)</b>							
Interfund Transfer- In	-	-	-	151,979	-	151,979	-
Operating Transfers-Out	(339,297)	(73)	-	(41)	-	(41)	-
Contribution to (Use of) Fund Balance	-	-	(10,760)	-	-	-	(18,260)
<b>TOTAL OTHER SOURCES (USES)</b>	<b>(339,297)</b>	<b>(73)</b>	<b>(10,760)</b>	<b>151,938</b>	<b>-</b>	<b>151,938</b>	<b>(18,260)</b>
Net change in fund balance	898,078	(1,252,558)	(10,760)	120,035	19,812	139,847	(18,260)
<b>FUND BALANCE, BEGINNING</b>	2,040,473	2,938,551	1,685,993	1,685,993	-	1,685,993	1,825,840
<b>FUND BALANCE, ENDING</b>	<b>\$ 2,938,551</b>	<b>\$ 1,685,993</b>	<b>\$ 1,675,233</b>	<b>\$ 1,806,028</b>	<b>\$ 19,812</b>	<b>\$ 1,825,840</b>	<b>\$ 1,807,580</b>

AMORTIZATION SCHEDULE  
CAPITAL IMPROVEMENT REVENUE BONDS

DATE	BALANCE	PRINCIPAL	PREPAYMENT	INTEREST	TOTAL
11/01/21	16,360,000	-		490,800	
05/01/22	16,360,000	700,000		490,800	1,681,600
11/01/22	15,660,000	-		469,800	
05/01/23	15,660,000	745,000		469,800	1,684,600
11/01/23	14,915,000	-		447,450	
05/01/24	14,915,000	785,000		447,450	1,679,900
11/01/24	14,130,000	-		423,900	-
05/01/25	14,130,000	835,000		423,900	1,682,800
11/01/25	13,295,000			398,850	
05/01/26	13,295,000	885,000		398,850	1,682,700
11/01/26	12,410,000	-		372,300	
05/01/27	12,410,000	940,000		372,300	1,684,600
11/01/27	11,470,000	-		344,100	
05/01/28	11,470,000	1,000,000		344,100	1,688,200
11/01/28	10,470,000	-		314,100	
05/01/29	10,470,000	1,060,000		314,100	1,688,200
11/01/29	9,410,000	-		282,300	

AMORTIZATION SCHEDULE  
CAPITAL IMPROVEMENT REVENUE BONDS

DATE	BALANCE	PRINCIPAL	PREPAYMENT	INTEREST	TOTAL
05/01/30	9,410,000	1,120,000		282,300	1,684,600
11/01/30	8,290,000	-		248,700	
05/01/31	8,290,000	1,190,000		248,700	1,687,400
11/01/31	7,100,000	-		213,000	
05/01/32	7,100,000	1,260,000		213,000	1,686,000
11/01/32	5,840,000	-		175,200	
05/01/33	5,840,000	1,335,000		175,200	1,685,400
11/01/33	4,505,000	-		135,150	
05/01/34	4,505,000	1,415,000		135,150	1,685,300
11/01/34	3,090,000	-		92,700	
05/01/35	3,090,000	1,500,000		92,700	1,685,400
11/01/35	1,590,000	-		47,700	
05/01/36	1,590,000	1,590,000		47,700	1,685,400
Total		\$ 16,360,000	\$ 1,225,000	\$ 8,912,100	

**TOWN CENTER AT PALM COAST**

Community Development District

Series 2005 Debt Service Fund

**Budget Narrative**  
Fiscal Year 2022**REVENUES****Interest-Investments**

The District earns interest income on their trust accounts with US Bank.

**Special Assessment-Tax Collector**

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the debt service expenditures during the fiscal year. This is for the portion that will be billed through the Tax Collector.

**Special Assessment-Discounts**

Per Section 197.162, Florida Statutes, discounts are allowed for early payments. The budgeted amount for the fiscal year is calculated at 4% of the anticipated on-roll Non-Ad Valorem assessments collected through the Tax Collector.

**EXPENDITURES****Expenditures – Administrative****Misc.-Assessment Collection Cost**

The District reimburses the Flagler County Tax Collector for applicable necessary administrative costs. Per Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District compensates the Tax Collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The fiscal year budget for all collection costs is based on a maximum of 2% of the anticipated assessment collections.

**TOWN CENTER AT PALM COAST**

Community Development District

*Series 2005 Debt Service Fund*

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**Budget Narrative**

Fiscal Year 2022

Expenditures – Debt Service
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**Principal Debt Retirement**

The District pays regular principal payments annually in order to pay down/retire the debt.

**Interest Expense**

The District pays interest expense on the debt twice during the year.



## **TOWN CENTER AT PALM COAST**

Community Development District

### **Supporting Budget Schedules**

Fiscal Year 2022

**Comparison of Non-Ad Valorem Assessment Rates  
Fiscal Year 2022 vs. Fiscal Year 2021**

Product	General Fund			Debt Service			Total Assessments per Unit		
	FY 2022 Fund	FY 2021 Fund	Percent Change	FY 2022 Fund	FY 2021 Fund	Percent Change	FY 2022 Fund	FY 2021 Fund	Percent Change
Residential	\$262.47	\$242.38	8.3%	\$381.07	\$381.07	0.0%	\$643.54	\$623.46	3.2%
Office	\$164.04	\$151.49	8.3%	\$238.17	\$238.17	0.0%	\$402.21	\$389.66	3.2%
Retail	\$196.85	\$181.79	8.3%	\$285.81	\$285.81	0.0%	\$482.66	\$467.59	3.2%
Assisted Living	\$65.62	\$60.60	8.3%	\$95.27	\$95.27	0.0%	\$160.89	\$155.86	3.2%
Non-Retail Comm	\$131.23	\$121.19	8.3%	\$190.54	\$190.54	0.0%	\$321.77	\$311.73	3.2%

Product	Tax Collector		Direct Billed		Total	Prepaid	EAU	TOTAL	%
	GF Units	DS Units	GF Units	DS Units	Units	Units	FACTOR	EAU's	TOTAL EAU's
Residential	2880.461	2304.461	0.000	0.000	2880.461	576.000	2.00	5,760.92	54.38%
Office (1)	1278.441	1263.441	0.000	0.000	1278.441	0.000	1.25	1,598.05	15.08%
Retail (1)	1511.654	1419.154	0.000	0.000	1511.654	107.500	1.50	2,267.48	21.40%
Assisted Living	407.000	407.000	0.000	0.000	407.000	0.000	0.50	203.50	1.92%
Non-Retail Comm	763.721	763.721	0.000	0.000	763.721	0.000	1.00	763.72	7.21%
	6841.277	6157.777	0.000	0.000	6841.277	683.500		10,593.68	100.00%

Note (1) - Moved 15 units from Office to Retail product due to conversion of Lots 2,3 and 4 of Phase I.

**5A**

## RESOLUTION 2021-05

### A RESOLUTION OF THE TOWN CENTER AT PALM COAST COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS OF THE DISTRICT AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022 AND REFERENCING THE MAINTENANCE AND BENEFIT SPECIAL ASSESSMENTS TO BE LEVIED BY THE DISTRICT FOR SAID FISCAL YEAR

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2021, submitted to the Board of Supervisors (the "Board") a proposed budget for the next ensuing budget year 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 Annual Budget and any proposed long-term financial plan or program of the District for future operations (the "Proposed Budget") the District did file a copy of the Proposed Budget with the general purpose 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, on May 14, 2021, the Board set July 16, 2021 as the date for 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, Section 190.008(2)(a), Florida Statutes requires that, prior to October 1 of each year, the District 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 on a Cash Flow Budget basis, 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; and

WHEREAS, Section 190.021, Florida Statutes provides that the Annual Appropriation Resolution shall also fix the Maintenance Special Assessments and Benefit Special Assessments upon each piece of property within the boundaries of the District benefited, specifically and peculiarly, by the maintenance and/or capital improvement programs of the District, such levy representing the amount of District assessments

necessary to provide for payment during the ensuing budget year of all properly authorized expenditures to be incurred by the District, including principal and interest of special revenue, capital improvement and/or benefit assessment bonds, in order for the District to exercise its various general and special powers to implement its single and specialized infrastructure provision purpose; and

WHEREAS, the Board of Supervisors of the Town Center at Palm Coast Community Development District finds and determines that the non-ad valorem special assessments it imposes and levies by this Resolution for maintenance on the parcels of property involved will constitute a mechanism by which the property owners lawfully and validly will reimburse the District for those certain special and peculiar benefits the District has determined are received by, and flow to, the parcels of property from the systems, facilities and services being provided, and that the special and peculiar benefits are apportioned in a manner that is fair and reasonable in accordance with applicable assessment methodology and related case law; and

WHEREAS, the Chair of the Board of Supervisors may designate the District Manager or other person to certify the Non-Ad Valorem Assessment Roll to the Tax Collector in and for Flagler County political subdivision on compatible electronic medium tied to the property identification number no later than September 15, 2021 so that the Tax Collector may merge that roll with others into the collection roll from which the November tax notice is to be printed and mailed; and

WHEREAS, the proceeds from the collections of these imposed and levied non-ad valorem assessments shall be paid to the Town Center at Palm Coast Community Development District; and

WHEREAS, the Tax Collector, under the direct supervision of the Florida Department of Revenue performs the state work in preparing, mailing out, collecting and enforcing against delinquency the non-ad valorem assessments of the District using the Uniform Collection Methodology for non-ad valorem assessments; and

WHEREAS, if the Property Appraiser and the Tax Collector have adopted a different technological procedure for certifying and merging the rolls, then that procedure must be worked out and negotiated with Board approval through the auspices of the District Manager before there are any deviations from the provisions of Section 197.3632, Florida Statutes, and Rule 12D-18, Florida Administrative Code.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD  
OF SUPERVISORS OF THE TOWN CENTER AT PALM  
COAST COMMUNITY DEVELOPMENT DISTRICT:**

**Section 1.** The provisions of the whereas clauses are true and correct and are incorporated herein as dispositive.

## **Section 2. Budget**

- a. That the Board of Supervisors has reviewed the District Manager's Proposed Budget, a copy of which is on file with the Office of the District Treasurer and the Office of the Records Administration Department, and is hereby attached to this Resolution, and hereby approves certain amendments thereto, as shown in Section 3 below.
- b. That the District Manager's Proposed Budget, as amended by the Board, is adopted hereby in accordance with the provisions of Section 190.008(2)(a), Florida Statutes and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be revised subsequently as deemed necessary by the District Manager to reflect actual revenues and expenditures for Fiscal Year 2021 and/or revised projections for Fiscal Year 2022.
- c. That the Adopted Budget, as amended, shall be maintained in the Office of the District Treasurer and the Office of the Records Administration Department and identified as "The Budget for the Town Center at Palm Coast Community Development District for the Fiscal Year Ending September 30, 2022, as Adopted by the Board of Supervisors on July 16, 2021."

## **Section 3. Appropriations**

That there be, and hereby is appropriated out of the revenues of the Town Center at Palm Coast Community Development District, for the Fiscal Year beginning October 1, 2021, and ending September 30, 2022 the sum of three million fifty-four thousand one hundred eleven dollars (\$3,054,111) to be raised by the applicable imposition and levy by the Board of applicable non-ad valorem special assessments and otherwise, which sum is deemed by the Board of Supervisors 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	\$1,337,131
DEBT SERVICE FUND	\$1,716,980
TOTAL ALL FUNDS	\$3,054,111

## **Section 4. Supplemental Appropriations**

The Board may authorize by Resolution supplemental appropriations or revenue changes for any lawful purpose from funds on hand or estimated to be received within the Fiscal Year as follows:

- a. Board may authorize a transfer of the unexpended balance or portion thereof of any appropriation item.
- b. Board may authorize an appropriation from the unappropriated balance of any fund.

- c. Board may increase any revenue or income budget account to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.

The District Manager and Treasurer shall have the power within a given fund to authorize the transfer of any unexpended balance of any appropriation item or any portion thereof, provided such transfers do not exceed Ten Thousand Dollars (\$10,000) or have the effect of causing more than 10% of the total appropriation of a given program or project to be transferred, previously approved transfers included. Such transfer shall not have the effect of causing a more than \$10,000 or 10% increase, previously approved transfers included, to the original budget appropriation for the receiving program. Transfers within a program or project may be approved by the applicable Department Director and the District Manager or Treasurer. The District Manager or Treasurer must establish administrative procedures, which require information on the request forms proving that such transfer requests comply with this section.

**Section 5. Maintenance Special Assessment Levy: Fixed and Referenced and to be Levied by the Board**

- a. That the Fiscal Year 2022 Maintenance Special Assessment Levy (the "Assessment Levy") for the assessment upon all the property within the boundaries of the District based upon the special and peculiar benefit received and further based upon reasonable and fair apportionment of the special benefit, shall be in accordance with the attached Exhibit A, which levy represents the amount of District assessments necessary to provide for payment during the aforementioned budget year of all properly authorized expenditures to be incurred by the District, including principal and interest of special revenue, capital improvement and/or benefit assessment bonds. Said Assessment Levy shall be distributed as follows:

General Fund O & M	<b>\$ 1,337,131</b>
Debt Service Fund	<b>\$ 1,716,980</b>

- b. The designee of the Chair of the Board of Supervisors of the Town Center at Palm Coast Community Development District shall be the Manager or the Treasurer of the District designated to certify the Non-Ad Valorem Assessment Roll to the Tax Collector in and for the Flagler County political subdivision, in accordance with applicable provisions of State law (Chapters 170, 190 and 197, Florida Statutes) and applicable Rules (Rule 12D-18, Florida Administrative Code) which shall include not only the maintenance special assessment levy, but also the total for the debt service levy, as required by and pursuant to law.
- c. The District may, at its sole discretion, enter into an agreement with an Owner requiring the Owner to make direct payment of all assessments to the District (the "Direct Bill Agreement"). All payments made to the District as provided by this Resolution and subsequent Direct Bill Agreement shall be made pursuant to all requirements of Chapter 170 Florida Statutes which include but are not limited to,

all the enforcement and collection rights granted to the District pursuant to Chapter 170, Florida Statutes. In no way shall any term or provision of this Resolution or action by the District or the Company be construed in conflict with Chapter 170 Florida Statutes.

Introduced, considered favorably, and adopted this 16<sup>th</sup> day of July 2021

Town Center at Palm Coast Community  
Development District

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Secretary/Assistant Secretary

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David R. Root, Chairman



**5B**

## **RESOLUTION 2021-06**

### **A RESOLUTION LEVYING AND IMPOSING A NON-AD VALOREM MAINTENANCE SPECIAL ASSESSMENT FOR THE TOWN CENTER AT PALM COAST COMMUNITY DEVELOPMENT DISTRICT FOR FISCAL YEAR 2021**

#### *Preamble*

WHEREAS, certain improvements existing within the Town Center at Palm Coast Community Development District and certain costs of operation, repairs and maintenance are being incurred; and

WHEREAS, the Board of Supervisors of the Town Center at Palm Coast Community Development District find that the District's total General Fund operation assessments, taking into consideration other revenue sources during Fiscal Year 2022, will amount to \$1,337,131; and

WHEREAS, the Board of Supervisors of the Town Center at Palm Coast Community Development District finds the District's Debt Service Fund assessment during Fiscal Year 2022 will amount to \$1,716,980; and

WHEREAS, the Board of Supervisors of the Town Center at Palm Coast Community Development District finds the Debt Service Fund relates to systems and facilities which provide special benefits peculiar to certain property within the District based on the applicable assessment methodology; and

WHEREAS, the Board of Supervisors of the Town Center at Palm Coast Community Development District finds the non-ad valorem special assessments it levies and imposes by this Resolution for maintenance on the parcels of property involved will reimburse the District for certain special and peculiar benefits received by the property flowing from the maintenance of the systems, facilities and services apportioned in a manner that is fair and reasonable, in accordance with the applicable assessment methodology; and

WHEREAS, the District Board understands this Resolution levies only the maintenance assessments for Fiscal Year 2022, the Chair of the District, or the designee of the District Manager, shall certify a total Non-Ad Valorem Assessment Roll in a timely manner to the Tax Collector in and for Flagler County for collection to include all assessments levied and approved by the District on the property including those for Debt Service as well as for special maintenance assessments.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TOWN CENTER AT PALM COAST COMMUNITY DEVELOPMENT DISTRICT OF FLAGLER COUNTY, FLORIDA:**

Section 1. All of the whereas clauses are incorporated herein and are dispositive.

Section 2. A special assessment for maintenance as provided for in Chapters 190.021(3), Florida Statutes, (hereinafter referred to as “assessment”) is hereby levied on all the benefited property located within the District.

Section 3. That the collection and enforcement of the aforesaid assessments on all the benefited property located within the District shall be by the Tax Collector serving as agent of the State of Florida in Flagler County (hereinafter referred to as “Tax Collector”) and shall be at the same time and in like manner as ad valorem taxes and subject to all ad valorem tax collection and enforcement procedures which attend the use of the official annual tax notice.

Section 4. The levy and imposition of the maintenance special assessments on all the benefited property located within the District will be combined with the Debt Service non-ad valorem assessments which were levied and certified as a total amount on the Non-Ad Valorem Assessment Roll which shall be provided to the Flagler County Tax Collector by the designee of the Chair of the Board on compatible medium no later than September 15, 2021 and then be collected by the Tax Collector on the tax notice along with other non-ad valorem assessments from other local governments and with all applicable property taxes to all benefited property located within the District. For any benefited property located within the District that is not identified on the Non-Ad Valorem Assessment Roll, the District shall directly bill the owners of such lands.

Section 5. The proceeds therefrom shall be paid to the Town Center at Palm Coast Community Development District.

Section 6. The Chair of the Board of the Town Center at Palm Coast Community Development District designates the District Manager to perform the certification duties.

Section 7. Be it further resolved, that a copy of this Resolution be transmitted to the proper public officials so that its purpose and effect may be carried out in accordance with law.

PASSED AND ADOPTED this 16<sup>th</sup> day of July, 2021, by the Board of Supervisors.

Town Center at Palm Coast Community  
Development District,

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Secretary/Assistant Secretary

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David R. Root, Chairman

# **Seventh Order of Business**

**7A**



Town Center CDD

Monthly Update and Month Look Ahead

May June 2021

Submitted To: Clint Smith

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**Summary of Services:**

We are on our summer weekly service now

**Core Services:**

**Mowing service-** We are currently mowing every week. With our full-time onsite crew member we are able to address weeds and ant mounds on a daily bases. We have seen drastic improvement on both these items.

**Edging-** Is now at an acceptable level. Will continue to keep the hard scape neat during the summer months.

**Pest and Fertilization-** (Shrub) Fertilizer applied. Shrubs seem to be responding good from that application. New growth on shrubs looking good!

**Weeds in Beds:** The weeds in beds are at an acceptable. We will continue to stay on top of weed pressure.

**Weeds in side walks and concrete areas:** We have sprayed out and knocked down weeds in a lot of the high traffic areas and will continue to treat as needed.

**Trash Pick-up:** Our onsite staff spends the first few hours of the morning picking up trash

Irrigation: All irrigation work that was approved is completed including rain sensors

New annuals have been installed and turf fertilization was applied this month

to these areas have been double checked for proper coverage.

Tree and Shrub Fertilization: Applied a Slow release fertilizer on all trees and shrubs.

Weeds in plant beds and grasses: In acceptable range and will continue to monitor.

Weeds in sidewalks and concrete areas: Will continue to keep these out of hardscape and sidewalk areas.

Large weeds and brush around pond structures: Within acceptable range and will continue to maintain

**7B**





## Service History Report

May 13, 2021  
50097

### Town Ctr @ Palm Coast

Date Range: 04/01/21..04/30/21

Toll Free: (888) 480-5253  
Fax: (888) 358-0088  
www.solitudelakemanagement.com

Service Date	4/7/2021			8713
No.	PI-A00581665			
Order No.	SMOR-449724			
Contract No.	SVR49281			
Technician Name and State License #s				
	William R. Ashwell (Bill)			
Service Item #	Description	Lake No.	Lake Name	
8713-LAKE-ALL	Town Ctr @ Palm Coast-Lake-ALL	39	Town Ctr @ Palm Coast-Lake-ALL	
Technician's Comments:	Today algae was treated on ponds 7, 1, &27, and submerged weeds were treated onpond 7. Pond 1 was also treated for floating weeds as well. No other treatmentswere deemed necessary.			
General Comments:	Inspected Lake			
Inspected for algae				

Service Date	4/16/2021			8713
No.	PI-A00585119			
Order No.	SMOR-452579			
Contract No.	SVR49281			
Technician Name and State License #s				
	William R. Ashwell (Bill)			
Service Item #	Description	Lake No.	Lake Name	
8713-LAKE-ALL	Town Ctr @ Palm Coast-Lake-ALL	39	Town Ctr @ Palm Coast-Lake-ALL	
Technician's Comments:	Today shoreline weed control was applied on ponds 38,39,16&2. Submerged weedsand algae were treated on ponds 38. No other treatments were deemed necessary.			
General Comments:	Inspected Lake			
Inspected for algae				

<b>Service Date</b>	<b>4/29/2021</b>			<b>8713</b>
<b>No.</b>	PI-A00589917			
<b>Order No.</b>	SMOR-455560			
<b>Contract No.</b>	SVR49281			
<b>Technician Name and State License #s</b>				
	William R. Ashwell (Bill)			
Service Item #	Description	Lake No.	Lake Name	
<b>8713-LAKE-ALL</b>	<b>Town Ctr @ Palm Coast-Lake-ALL</b>	39	Town Ctr @ Palm Coast-Lake-ALL	
Technician's Comments:	Today pond 16, 17, &26 were all treated for algae and shoreline weed control. Noother treatments were deemed necessary on this service visit.			
General Comments:	Inspected Lake			
Inspected for algae				

=====			
<b>Service Date</b>	<b>4/30/2021</b>	<b>8713</b>	
<b>No.</b>	PI-A00590743		
<b>Order No.</b>	SMOR-457160		
<b>Contract No.</b>	SVR49281		
<b>Technician Name and State License #s</b>			
	William R. Ashwell (Bill)		
<hr/>			
Service Item #	Description	Lake No.	Lake Name
<b>8713-LAKE-ALL</b>	<b>Town Ctr @ Palm Coast-Lake-ALL</b>	39	Town Ctr @ Palm Coast-Lake-ALL
Technician's Comments:	Today ponds 2,37,&38 were all treated for algae. Shoreline weed control was applied on ponds 2&37. No other treatments were deemed necessary on this service visit.		
General Comments:	Inspected Lake		
Inspected for algae			



## Service History Report

June 11, 2021  
50097

### Town Ctr @ Palm Coast

Date Range: 05/01/21..05/31/21

Toll Free: (888) 480-5253  
Fax: (888) 358-0088  
www.solitudelakemanagement.com

<b>Service Date</b>	5/5/2021			8713
<b>No.</b>	PI-A00591803			
<b>Order No.</b>	SMOR-463404			
<b>Contract No.</b>	SVR49281			
<b>Technician Name and State License #s</b>				
	William R. Ashwell (Bill)			
<hr/>				
Service Item #	Description	Lake No.	Lake Name	
8713-LAKE-ALL	Town Ctr @ Palm Coast-Lake-ALL	39	Town Ctr @ Palm Coast-Lake-ALL	
Technician's Comments:	Today submerged weed control and algae were treated on ponds 3,25,&7. Shorelineweeds control was also applied on ponds 25&7, no other treatments were deemed necessary.			
General Comments:	Inspected Lake			
Inspected for algae				

<b>Service Date</b>	<b>5/12/2021</b>	<b>8713</b>
<b>No.</b>	PI-A00603534	
<b>Order No.</b>	SMOR-464297	
<b>Contract No.</b>	SVR49281	
<b>Technician Name and State License #s</b>		
	William R. Ashwell (Bill)	
<b>Service Item #</b>	<b>Description</b>	<b>Lake No.</b>
<b>8713-LAKE-ALL</b>	<b>Town Ctr @ Palm Coast-Lake-ALL</b>	<b>39</b>
		<b>Lake Name</b>
		Town Ctr @ Palm Coast-Lake-ALL
Technician's Comments:	Today ponds 14, 16 & 26 were all treated for algae, and debris was removed from ponds 36, 20 & 13. No other treatments were deemed necessary on this service visit.	
General Comments:	Inspected Lake	
Inspected for algae		

Service Date	5/20/2021			8713
No.	PI-A00605014			
Order No.	SMOR-467531			
Contract No.	SVR49281			
Technician Name and State License #s				
	William R. Ashwell (Bill)			
Service Item #	Description	Lake No.	Lake Name	
8713-LAKE-ALL	Town Ctr @ Palm Coast-Lake-ALL	39	Town Ctr @ Palm Coast-Lake-ALL	
Technician's Comments:	Today pond 26, 2 and 8 were treated for shoreline weed control. Pond 26 was alsotreated for algae. No other treatments were deemed necessary.			
General Comments:	Inspected Lake			
Inspected for algae				

=====			
<b>Service Date</b>	<b>5/25/2021</b>		<b>8713</b>
<b>No.</b>	PI-A00605518		
<b>Order No.</b>	SMOR-468120		
<b>Contract No.</b>	SVR49281		
<b>Technician Name and State License #s</b>			
	William R. Ashwell (Bill)		
<hr/>			
Service Item #	Description	Lake No.	Lake Name
<b>8713-LAKE-ALL</b>	<b>Town Ctr @ Palm Coast-Lake-ALL</b>	39	Town Ctr @ Palm Coast-Lake-ALL
Technician's Comments:	today algae was treated on ponds 38&39, and shoreline weed control was applied on ponds 38,39,26&28. No other treatments were deemed necessary on this service visit.		
General Comments:	Inspected Lake		
Inspected for algae			

**7C**



## PROPOSAL

**Mailing Address**

Town Center at Palm Coast Community  
Development District

,

Date: July 06, 2021

Opportunity#: 5653

**Job Address**

Town Center at Palm Coast Community  
Development District

,

Phone:

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**Job Summary:**

Town Center Pressure Washing Central Ave Roundabout To Park St

**Landscape Enhancement**

Quantity	Description	Unit	Unit Price	Ext Price
1.00	Pressure Washing	LS	\$5,100.00	\$5,100.00
<b>Landscape Enhancement Total</b>				<b>\$5,100.00</b>

**Proposal Total: \$5,100.00**

**Note: This proposal includes all labor and material necessary to complete the job.**

**Payment due 30 days after receipt of invoice.**

All material is guaranteed for one year as long as proper maintenance and landscape practices are being performed. All work to be completed in a workman-like manner according to standard practices. Any changes or additional work from the above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimates. Any verbal authorizations given by the customer will be treated the same as a written order even if authorization is not written.

Verdego employees are fully covered by workman's compensation insurance.



# PROPOSAL

## ACCEPTANCE OF PROPOSAL

I/WE have reviewed your proposal and hereby indicate our acceptance of the same, as per the scope, specifications and amounts mentioned in the proposal form. I/We agree to the proposed terms of payment and will release the funds as per agreed herein.

By \_\_\_\_\_

Jesse Villanueva

Date \_\_\_\_\_

VerdeGo

By \_\_\_\_\_

Date \_\_\_\_\_

**Town Center at Palm Coast  
Community Development District**

## **Ninth Order of Business**



**TOWN CENTER AT PALM COAST**  
**Community Development District**

*Financial Report*

*May 31, 2021*

*(Unaudited)*

**Prepared by**



## **Table of Contents**

<b><u>FINANCIAL STATEMENTS</u></b>	<b>Page #</b>
Balance Sheet - All Funds .....	1
Statement of Revenues, Expenditures and Changes in Fund Balance	
General Fund .....	2 - 3
Debt Service Fund .....	4
Capital Projects Fund .....	5
 <b><u>SUPPORTING SCHEDULES</u></b>	
Non-Ad Valorem Special Assessments Schedules .....	6
Cash and Investment Report .....	7
Bank Reconciliation .....	8
Check Register .....	9

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**TOWN CENTER AT PALM COAST  
Community Development District**

**Financial Statements**

**(Unaudited)**

**May 31, 2021**

## Balance Sheet

May 31, 2021

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2005 DEBT SERVICE FUND	SERIES 2005 CAPITAL PROJECTS FUND	TOTAL
<b>ASSETS</b>				
Cash - Checking Account	\$ 263,185	\$ -	\$ -	\$ 263,185
Assessments Receivable	4,085	6,390	-	10,475
Due From Other Gov'tl Units	31	-	-	31
Due From Other Funds	-	74,242	-	74,242
Investments:				
Money Market Account	1,111,483	-	-	1,111,483
Deferred Cost	-	-	190,174	190,174
Reserve Fund	-	1,224,589	-	1,224,589
Revenue Fund	-	507,681	-	507,681
Prepaid Items	3,057	-	-	3,057
<b>TOTAL ASSETS</b>	<b>\$ 1,381,841</b>	<b>\$ 1,812,902</b>	<b>\$ 190,174</b>	<b>\$ 3,384,917</b>
<b>LIABILITIES</b>				
Accounts Payable	\$ 61,075	\$ 484	\$ -	\$ 61,559
Accrued Expenses	3,500	-	-	3,500
Deferred Revenue	4,085	6,390	-	10,475
Due To Other Funds	74,242	-	-	74,242
<b>TOTAL LIABILITIES</b>	<b>142,902</b>	<b>6,874</b>	<b>-</b>	<b>149,776</b>
<b>FUND BALANCES</b>				
<b>Nonspendable:</b>				
Prepaid Items	3,057	-	-	3,057
<b>Restricted for:</b>				
Debt Service	-	1,806,028	-	1,806,028
Capital Projects	-	-	190,174	190,174
<b>Assigned to:</b>				
Operating Reserves	270,833	-	-	270,833
Reserves - Other	150,000	-	-	150,000
<b>Unassigned:</b>	<b>815,049</b>	<b>-</b>	<b>-</b>	<b>815,049</b>
<b>TOTAL FUND BALANCES</b>	<b>\$ 1,238,939</b>	<b>\$ 1,806,028</b>	<b>\$ 190,174</b>	<b>\$ 3,235,141</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 1,381,841</b>	<b>\$ 1,812,902</b>	<b>\$ 190,174</b>	<b>\$ 3,384,917</b>

## Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending May 31, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>				
Interest - Investments	\$ 4,000	\$ 2,667	\$ 1,169	\$ (1,498)
Interest - Tax Collector	-	-	857	857
Special Assmnts- Tax Collector	1,283,857	1,283,857	1,269,357	(14,500)
Special Assmnts- Discounts	(51,354)	(51,354)	(48,722)	2,632
<b>TOTAL REVENUES</b>	<b>1,236,503</b>	<b>1,235,170</b>	<b>1,222,661</b>	<b>(12,509)</b>

**EXPENDITURES****Administration**

P/R-Board of Supervisors	6,000	4,000	2,400	1,600
FICA Taxes	459	306	184	122
ProfServ-Arbitrage Rebate	600	600	600	-
ProfServ-Dissemination Agent	5,000	3,333	-	3,333
ProfServ-Engineering	3,000	2,000	1,714	286
ProfServ-Legal Services	11,000	7,333	6,174	1,159
ProfServ-Mgmt Consulting Serv	54,333	36,222	36,222	-
ProfServ-Special Assessment	5,925	5,925	5,925	-
ProfServ-Trustee Fees	9,600	9,600	7,218	2,382
Auditing Services	4,000	4,000	3,900	100
Postage and Freight	1,494	996	545	451
Rental - Meeting Room	400	267	63	204
Insurance - General Liability	14,058	14,058	12,780	1,278
Printing and Binding	1,400	933	197	736
Legal Advertising	1,854	618	357	261
Miscellaneous Services	500	333	290	43
Misc-Assessment Collection Cost	25,675	25,675	23,685	1,990
Misc-Contingency	5,000	3,333	2,354	979
Misc-Web Hosting	1,000	667	667	-
Office Supplies	500	333	225	108
Annual District Filing Fee	175	175	175	-
<b>Total Administration</b>	<b>151,973</b>	<b>120,707</b>	<b>105,675</b>	<b>15,032</b>

## Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending May 31, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>Field</b>				
ProfServ-Administrative	36,000	24,000	24,000	-
Contracts-Lake and Wetland	59,400	39,600	40,170	(570)
Contracts-Landscape	465,000	310,000	292,638	17,362
Security Service - Sheriff	150,000	100,000	76,050	23,950
Electricity - General	5,000	3,333	2,066	1,267
Utility - Irrigation	60,000	40,000	32,394	7,606
Utility - Stormwater	3,000	3,000	3,473	(473)
R&M-Trail Maintenance	5,000	3,333	-	3,333
Misc-Contingency	34,130	22,753	222	22,531
Cap Outlay - Streetlight Impr	267,000	178,000	177,632	368
<b>Total Field</b>	<b>1,084,530</b>	<b>724,019</b>	<b>648,645</b>	<b>75,374</b>
<b>TOTAL EXPENDITURES</b>	<b>1,236,503</b>	<b>844,726</b>	<b>754,320</b>	<b>90,406</b>
Excess (deficiency) of revenues				
Over (under) expenditures	-	390,444	468,341	77,897
Net change in fund balance	\$ -	\$ 390,444	\$ 468,341	\$ 77,897
<b>FUND BALANCE, BEGINNING (OCT 1, 2020)</b>	<b>770,598</b>	<b>770,598</b>	<b>770,598</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 770,598</b>	<b>\$ 1,161,042</b>	<b>\$ 1,238,939</b>	

## Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending May 31, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>				
Interest - Investments	\$ 8,000	\$ 5,333	\$ 65	\$ (5,268)
Special Assmnts- Tax Collector	1,768,979	1,768,979	1,749,000	(19,979)
Special Assmnts- Discounts	(70,759)	(70,759)	(67,133)	3,626
<b>TOTAL REVENUES</b>	<b>1,706,220</b>	<b>1,703,553</b>	<b>1,681,932</b>	<b>(21,621)</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
Misc-Assessment Collection Cost	35,380	35,380	32,635	2,745
<b>Total Administration</b>	<b>35,380</b>	<b>35,380</b>	<b>32,635</b>	<b>2,745</b>
<b>Debt Service</b>				
Principal Debt Retirement	700,000	700,000	660,000	40,000
Interest Expense Series A-2	981,600	981,600	1,021,200	(39,600)
<b>Total Debt Service</b>	<b>1,681,600</b>	<b>1,681,600</b>	<b>1,681,200</b>	<b>400</b>
<b>TOTAL EXPENDITURES</b>	<b>1,716,980</b>	<b>1,716,980</b>	<b>1,713,835</b>	<b>3,145</b>
Excess (deficiency) of revenues Over (under) expenditures	(10,760)	(13,427)	(31,903)	(18,476)
<b>OTHER FINANCING SOURCES (USES)</b>				
Interfund Transfer - In	-	-	151,979	151,979
Operating Transfers-Out	-	-	(41)	(41)
Contribution to (Use of) Fund Balance	(10,760)	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>(10,760)</b>	<b>-</b>	<b>151,938</b>	<b>151,938</b>
Net change in fund balance	\$ (10,760)	\$ (13,427)	\$ 120,035	\$ 133,462
<b>FUND BALANCE, BEGINNING (OCT 1, 2020)</b>	<b>1,685,993</b>	<b>1,685,993</b>	<b>1,685,993</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 1,675,233</b>	<b>\$ 1,672,566</b>	<b>\$ 1,806,028</b>	

## Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending May 31, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>				
Interest - Investments	\$ -	\$ -	\$ 7	\$ 7
<b>TOTAL REVENUES</b>	-	-	7	7
<b>TOTAL EXPENDITURES</b>	-	-	-	-
Excess (deficiency) of revenues				
Over (under) expenditures	-	-	7	7
<b>OTHER FINANCING SOURCES (USES)</b>				
Interfund Transfer - In	-	-	41	41
Operating Transfers-Out	-	-	(151,979)	(151,979)
<b>TOTAL FINANCING SOURCES (USES)</b>	-	-	(151,938)	(151,938)
Net change in fund balance	\$ -	\$ -	\$ (151,931)	\$ (151,931)
<b>FUND BALANCE, BEGINNING (OCT 1, 2020)</b>	-	-	342,105	
<b>FUND BALANCE, ENDING</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 190,174</u>	



**TOWN CENTER AT PALM COAST**  
**Community Development District**

**Supporting Schedules**

**May 31, 2021**

**Non-Ad Valorem Special Assessments - Flagler County Tax Collector  
(Monthly Assessment Collection Distributions)  
For the Fiscal Year Ending September 30, 2021**

					Allocation by Fund	
Date Received	Net Amount Received	Discount / (Penalty) Amount	Collection Cost	Gross Amount Received	General Fund	Series 2005 Debt Service Fund
ASSESSMENTS LEVIED FY 2021				\$ 3,052,836	\$ 1,283,857	\$ 1,768,979
Allocation %				100%	42%	58%
11/24/20	\$ 282,071	\$ 11,753	\$ 5,641	\$ 293,824	\$ 123,566	\$ 170,258
12/22/20	1,158,977	48,267	23,180	1,207,244	507,701	699,543
12/31/20	1,332,598	55,525	26,652	1,388,123	583,769	804,354
01/21/21	735	23	15	757	319	439
02/12/21	40,792	833	816	41,625	17,505	24,120
03/16/21	30,053	613	601	30,666	12,896	17,770
04/21/21	15,489	58	310	15,547	6,538	9,009
05/19/21	41,786	(1,217)	836	40,569	17,061	23,508
<b>TOTAL</b>	<b>\$ 2,902,502</b>	<b>\$ 115,855</b>	<b>\$ 56,320</b>	<b>\$ 3,018,357</b>	<b>\$ 1,269,357</b>	<b>\$ 1,749,000</b>
% COLLECTED				99%	99%	99%
<b>TOTAL OUTSTANDING</b>				<b>\$ 34,480</b>	<b>\$ 14,500</b>	<b>\$ 19,979</b>

## Cash and Investment Report

May 31, 2021

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Yield</u>	<u>Balance</u>
<b>GENERAL FUND</b>				
Checking Account - Operating	BankUnited	Checking Account	0.00%	\$ 263,185
Business Money Market	BankUnited	Money Market Account	0.20%	\$ 1,111,483
<b>Subtotal</b>				<b>\$ 1,374,668</b>
<b>DEBT SERVICE AND CAPITAL PROJECTS FUNDS</b>				
Series 2005 Reserve Fund	US Bank	Open-Ended Commercial Paper	0.20%	\$ 1,224,589
Series 2005 Revenue Fund	US Bank	Open-Ended Commercial Paper	0.20%	\$ 507,681
Series 2005 Construction Deferred Cost Fund	US Bank	Open-Ended Commercial Paper	0.20%	\$ 190,174
<b>Subtotal</b>				<b>\$ 1,922,444</b>
<b>Total</b>				<b>\$ 3,297,112</b>

# Town Center at Palm Coast CDD

## Bank Reconciliation

Bank Account No. 0389 Bank United GF  
 Statement No. 5/21  
 Statement Date 5/31/2021

<b>G/L Balance (LCY)</b>	263,185.29	<b>Statement Balance</b>	263,369.99
<b>G/L Balance</b>	263,185.29	<b>Outstanding Deposits</b>	0.00
<b>Positive Adjustments</b>	0.00		
		<b>Subtotal</b>	263,369.99
<b>Subtotal</b>	263,185.29	<b>Outstanding Checks</b>	184.70
<b>Negative Adjustments</b>	0.00	<b>Differences</b>	0.00
<b>Ending G/L Balance</b>	263,185.29	<b>Ending Balance</b>	263,185.29
<b>Difference</b>	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
<b>Outstanding Checks</b>						
5/21/2021	Payment	383	DAVID R. ROOT	184.70	0.00	184.70
<b>Total Outstanding Checks.....</b>				<b>184.70</b>		<b>184.70</b>

# TOWN CENTER AT PALM COAST COMMUNITY DEVELOPMENT DISTRICT

## Payment Register by Bank Account

For the Period from 5/1/21 to 5/31/21

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b><u>BANK UNITED GF - (ACCT#XXXXX0389)</u></b>							
<b>CHECK # 379</b>							
05/06/21	Vendor	VERDEGO, LLC	5181	IRR REPAIRS - 2" HUNTER ICV VALVE - 1	Contracts-Landscape	001-534050-53901	\$328.62
<b>Check Total</b>							<u>\$328.62</u>
<b>CHECK # 380</b>							
05/14/21	Vendor	FPL	05012021	MAY LIGHTING CONTRACT	Svc Period 3/4/21 to 4/5/21	001-543014-53901	\$22,204.00
<b>Check Total</b>							<u>\$22,204.00</u>
<b>CHECK # 381</b>							
05/14/21	Vendor	SOLITUDE LAKE MANAGEMENT LLC	PI-A00597473	MAY LAKE/POND MGMT	Contracts-Lake and Wetland	001-534021-53901	\$5,021.25
<b>Check Total</b>							<u>\$5,021.25</u>
<b>CHECK # 382</b>							
05/14/21	Vendor	VERDEGO, LLC	5292	IRR REPAIRS - MARCH INSPECTION	Irrigation Repairs	001-534050-53901	\$121.47
05/14/21	Vendor	VERDEGO, LLC	5328	APRIL LANDSCAPE MAINT	Contracts-Landscape	001-534050-53901	\$34,259.97
<b>Check Total</b>							<u>\$34,381.44</u>
<b>CHECK # 383</b>							
05/21/21	Employee	DAVID R. ROOT	PAYROLL	May 21, 2021 Payroll Posting			\$184.70
<b>Check Total</b>							<u>\$184.70</u>
<b>CHECK # 384</b>							
05/21/21	Employee	FRANCES M. ESTRADA	PAYROLL	May 21, 2021 Payroll Posting			\$184.70
<b>Check Total</b>							<u>\$184.70</u>
<b>CHECK # 385</b>							
05/21/21	Employee	JEFFREY R. DOUGLAS	PAYROLL	May 21, 2021 Payroll Posting			\$184.70
<b>Check Total</b>							<u>\$184.70</u>
<b>ACH #DD328</b>							
05/10/21	Vendor	CITY OF PALM COAST - ACH	041621 ACH	BILL PRD 03/04-04/5/21 ACH	Svc Period 3/4/21 to 4/5/21	001-543014-53901	\$4,337.74
<b>ACH Total</b>							<u>\$4,337.74</u>
<b>ACH #DD329</b>							
05/27/21	Vendor	FPL	050621 ACH	04/06-05/06/21 ELEC ACH	Svc Period 3/4/21 to 4/5/21	001-543006-53901	\$255.91
<b>ACH Total</b>							<u>\$255.91</u>
<b>Account Total</b>							<u><b>\$67,083.06</b></u>