

Amelia National Community Development District

12051 Corporate Boulevard, Orlando, FL 32817, PHONE 407-723-5900, FAX 407-723-5901

www.amelianationalcdd.com

The meeting of the Board of Supervisors of Amelia National Community Development District will be held **Thursday, October 10, 2019 at 11:30 a.m. at 910 South 8th Street, Suite 100, Fernandina Beach, FL 32034.** The following is the agenda for this meeting.

Call in number: 1-844-621-3956 (New)

Passcode: 790 562 990 # (New)

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

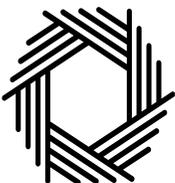
- Call to Order
- Roll Call
- Public Comment Period

General Business Matters

1. Consideration of Minutes of the July 11, 2019 Board of Supervisors' Meeting
2. Consideration of Minutes of the July 11, 2019 Audit Selection Committee Meeting
3. Consideration of Amendment to District Management Contract Services
4. Consideration of Grau & Associates Engagement Letter for Auditing Services FY 2019
5. Review & Acceptance of the Arbitrage Rebate Calculation Report Series 2004A
6. Public Hearing on the Amendment to the Rules & Procedure for the District
 - a) Public Comments and Testimony
 - b) Board Comments
 - c) Consideration of Resolution 2020-01, Adopting the Rules & Procedure for the District
7. Review of Landscape MEMO and Proposal for Plants in the Front Entrance
8. Review & Consideration of the ADA Compliance Agreement for Auditing Services
9. Discussion of Agenda Distribution List
10. Discussion of Pond Seven Aeration
11. Discussion of Protocols, Procedures, Oversight & Compliance on Future Projects
12. Ratification of Payment Authorizations 2019-34- 2019-35 & 2019-37- 2019-39
13. Review of District Financial Statements

Other Business

- Staff Reports
 - District Counsel
 - District Engineer
 - District Manager



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- Audience Comments
- Supervisors Requests

Adjournment



**AMELIA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Minutes of the July 11, 2019
Board of Supervisors' Meeting

MINUTES OF MEETING

**AMELIA NATIONAL COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS MEETING MINUTES**

Thursday, July 11, 2019

1027 South 8th Street

Fernandina Beach, FL 32034

11:30 AM

Present and constituting a quorum:

Stephen Kearney	Vice Chairman	
John Calkins	Chairman	
Anna Jowers	Assistant Secretary	
Kelly McCarrick	Assistant Secretary	(via phone)

Also, present were:

Vivian Carvalho	District Manager- PFM Group Consulting, LLC
Katie Buchanan	District Counsel- Hopping Green & Sams (via phone)
Cheryl Graham	Leland Management, Inc. (joined the meeting in progress at 12:50PM)
Mike Veazey	ICI Homes

FIRST ORDER OF BUSINESS

Business Matters

Call to Order and Roll Call

Ms. Carvalho called to order at 12:38 p.m. the Amelia National CDD Board of Supervisors' meeting in which roll call was initiated. Quorum was established with the attendance of the following Board Members: Stephen Kearney, John Calkins, Anna Jowers, and Kelly McCarrick. Others in attendance are listed above.

Public Comment Period

There were no public comments at this time.

Review of Auditing Services Proposals

a) Berger, Toombs, Elam Gaines & Frank

b) Carr, Riggs, Ingram

c) Grau & Associates

This items was deferred until later in the meeting due to time constraints of starting the meeting on time because of establishing quorum.

On MOTION by Mr. Kearney, seconded by Ms. Jowers, with all in favor, the Board deferred the Review of Auditing Services Proposals until later in the meeting due to time constraints of starting the meeting due to establishing quorum.

Consideration of the Minutes of the April 11, 2019 Board of Supervisors Meeting

The Board reviewed the Minutes from the April 11, 2019 meeting.

On MOTION by Mr. Kearney, seconded by Ms. Jowers, with all in favor, the Board approved the Minutes from the April 11, 2019 Board of Supervisors Meeting, as presented.

Consideration of the Minutes of the April 11, 2019 Audit Selection Committee Meeting

The Board reviewed the minutes from the April 11, 2019 Audit Selection Committee Meeting.

On MOTION by Mr. Kearney, seconded by Mr. Calkins, with all in favor, the Board approved the minutes from the April 11, 2019 Audit Selection Committee Meeting, as presented.

Letter from Supervisor of Elections – Nassau County

Ms. Carvalho explained that the letter reflects for the record the number of registered voters in the District.

On MOTION by Ms. Jowers, seconded by Mr. Calkins, with all in favor, the Board accepted the Letter from Supervisor of Elections – Nassau County.

**Review and Acceptance of Fiscal
Year 2018 Audit Report**

The Board reviewed the Fiscal year 2018 Audit Report.

Ms. Carvalho requested a motion to accept the Fiscal Year 2018 Audit Report.

On MOTION by Mr. Calkins, seconded by Mr. Kearney, with all in favor, the Board accepted the Fiscal Year 2018 Audit Report.

**Public Hearing on the Adoption of
the District's Annual Budget**

- a) Public Comments and
Testimony**
- b) Board Comments**
- c) Consideration of Resolution
2019-06, Adopting the Fiscal
Year 2020 Budget and
Appropriating Funds**

Ms. Carvalho requested a motion to open the public hearing. Cheryl Graham joined the meeting in progress at 12:50pm.

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

Ms. Carvalho explained that "Exhibit A" is the Proposed Budget and "Exhibit B" is the Proposed Debt Service Fund Budget.

Ms. McCarrick commented on the doubling amount to the contingencies line item on the Budget. Mr. Calkins stated that a lengthy discussion took place at the meeting in which she was not in attendance. The discussion pertained to a number of projects including certain things related to preserve areas where there have been erosion problems, issues regarding the contamination of the waters of pond 7 and an aeration project. There were other pond issues as well. The District moved to address those problems and the Budget did not have adequate funding for the Board to move forward on a regular basis. The Board determined at that meeting that by doing these projects they could reduce the overall maintenance cost.

Ms. McCarrick raised concerns regarding moving forward on those projects because the ponds are not owned by the District they are owned by the residents who back up to those ponds. She brought up issue that it may not be an appropriate use of public funds. She requested more information prior to saying it is an appropriate increase. She made the Board aware that the District always starts the year with 25% of the Budget in reserve. The District will end the year with cash on hand. Ms. McCarrick stated that she may vote against the increase on the Budget.

Ms. Jowers stated that the District has the fiduciary responsibility to maintain the ponds. Ms. McCarrick stated that the District is responsible for storm water system and not the aesthetic looks to the ponds and the Board will have to have District Counsel provide her input on this matter.

Ms. Carvalho explained that it was not fountains but aerators which were approved for pond 7. She asked if Ms. Buchanan was aware of this. Ms. Buchanan responded that the District is required to maintain the stormwater system. The recent repair was deemed by staff on site and operationally to be necessary to the function of the system. Ms. Buchanan stated going forward before the Board spend any money to ensure it relates to operational and functional improvements as compared to aesthetics. A lengthy discussion ensued.

Ms. Carvalho asked if there were any changes that the Board needs to make prior to closing the public hearing. Mr. Kearney asked about the monthly maintenance fee for pond 7. Mr. Veazey stated that the fee has never increased when the vendor does more treatments to the ponds. Ms. Carvalho answered a couple Board questions pertaining to the advertisement line item. Ms. Carvalho called for a motion to close the public hearing if there were no changes to the budget.

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

Ms. Carvalho presented Resolution 2019-06 to the Board for review and consideration. The total General fund is the O & M amount which is \$210,725.00 in revenues for a per unit annual amount of \$298.90. The Debt Service Budget includes Series 2004A payment total is \$204,277.50 annually and the 2006A payment total is \$106,626.57 annually.

On MOTION by Mr. Kearney, seconded by Mr. Calkins, with three in favor (Ms. Jowers, Mr. Calkins, and Mr. Kearney) and one opposed (Ms., McCarrick), the Board adopted Resolution 2019-06, adopting the Fiscal Year 2020 Budget and Appropriating Funds.

**Public Hearing on the Imposition
of Special Assessments**

- a) **Public Comments and Testimony**
- b) **Board Comments**
- c) **Consideration of Resolution 2019-07, Imposing Special Assessments and Certifying an Assessment Roll**

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

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

Ms. Carvalho explained the resolution and the exhibit which outlines the assessment roll. Mr. Calkins asked about the lots that have no assessments. Ms. Buchanan stated that if there are lots with no assessment and no O & M they are very likely to be common elements. The Board discussed a conservation area which is considered a common area. Ms. McCarrick stated that the full assessment is being allocated on a per unit basis and or on the acreage basis. She further explained that this is because of the lots that are not platted it assesses off roll via direct bill and the Developer pays it directly because it is not associated with individual developed platted lots. All the acreage that is planned for the balance of the project consist of 390 units which is being assessed on a per unit basis.

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

Ms. Carvalho presented Resolution 2019-07 for the Board's approval.

On MOTION by Mr. Kearney, seconded by Ms. Jowers, with all in favor, the Board approved Resolution 2019-07, Imposing Special Assessments and Certifying an Assessment Roll.

Consideration of Resolution 2019-08, Adopting the Annual Meeting Schedule for Fiscal Year 2019-2020

The Board discussed the annual meeting schedule. Mr. Kearney suggested a meeting every other month instead of on a quarterly basis. A lengthy discussion took place and the Board was required to vacate the room and reconvene in another office of the

building. The Board continued their discussion. Ms. Carvalho stated the current contract call for 4 meetings per year. If there were a change in amount of meetings management will be providing at the next meeting an addendum to the contract to take into consideration the change with the meetings for FY 2020. The proposed meeting scheduled are as follows;

1. October 10, 2019
2. January 9, 2020
3. April 9, 2020
4. May 14, 2020
5. July 9, 2020
6. August 13, 2020

On MOTION by Mr. Kearney, seconded by Ms. Jowers, with all in favor, the Board approved Resolution 2019-08, adopting the Annual Meeting Schedule for Fiscal Year 2020 as outlined above for 6 meetings per year to be held at the new Leland office located at 910 South 8th Street, Suite 100 at 11:30 a.m.

Review of Audit Selection Committee Ranking & Selection of Auditor

This item will be deferred for now because it pertains to the Audit Meeting Results.

Discussion on Changes to the Governing Documents

a) Consideration of Resolution 2019-09, Setting a Public Hearing on Adoption of Rules of Procedure

Ms. Carvalho indicated that the Board does not need to formally make the changes today to the Rules and Procedure since there is a Public Hearing for Rule Making that will need to occur before the revised rules go into effect. The purpose of the agenda item is to schedule when the public hearing will be. The District will need to have the changes so the residents can request a copy of what the changes are to the Rules of Procedure after the ad is run in the paper of the Public Hearing.

Mr. Calkins stated that he has an issue with who can call a meeting and it says that the Chair can call or cancel a meeting at his or her desire. He would like to amend that provision to reflect that if three of the five Board Members would like to call a meeting the meeting will be called and proper notice will be advertised accordingly.

Mr. Calkins requested that the District include a provision to the Rules and Procedure that if a Board Member does not attend in person 2 out of 6 meetings per year that the

Board could have the opportunity to have that Board Member replaced. Ms. Buchanan clarified that because this is an elected office either by Landowner or voters in a General Election, the Board does not have the authority to terminate the service period of a particular Board Member. That is only something that can be done by the Governor. Lengthy discussion ensued on this topic.

Mr. Calkins asked Ms. Carvalho to discuss what she does with regard to timing and proper notification procedure of confirming quorum with Board Members. Ms. Carvalho explained the process of sending out draft agenda notice and final agenda notice timeline and requesting the Board to confirm their availability for quorum. Ms. Carvalho asked Ms. Buchanan if the Board has the ability to make changes to outline from the District Management perspective what is done leading up to that meeting in the Rules of Procedure as well as to include a provision of Board Members responding to that process. Mr. Calkins proposed that the District has a procedure that imposes on the Board Members responsibility to reply yay or nay in advance of a particular time frame that allows the Board to know whether or not this particular meeting is going to happen. Ms. McCarrick stated that everything Mr. Calkins described already happened with this meeting it just did not happen that it was confirmed with Ms. Carvalho. Ms. Carvalho stated that she will initiate some provision between now and the next Board Meeting further explaining the responsibility from the Board Member in confirming quorum.

Ms. Carvalho requested a motion to approve Resolution 2019-09, setting a Public Hearing on Adoption of Rules of Procedure for October 10, 2019 at the new Leland office located at 910 South 8th Street, Suite 100 at 11:30 a.m.

On MOTION by Mr. Kearney, seconded by Mr. Calkins, with all in favor, the Board approved Resolution 2019-09, setting a Public Hearing on Adoption of Rules of Procedure for October 10, 2019 at the new Leland office located at 910 South 8th Street, Suite 100 at 11:30 a.m.

Discussion of Pond Seven Aerator Update

Mr. Calkins provided an update on the Pond 7 Aerator. He explained that the District has had a pre-approval subject to certain requirements that have now been met. He approved to proceed with an installation of aerator to pond 7 and made a pre-payment to FP&L to get the power line set up. The rest was to order equipment. There was a change to the original proposal which consist of moving the compressor system right from the edge of the pond back to the street level where the electrical equipment is located within the community.

Mr. Veazey stated FP&L part of the work is complete and Hunter Electric was out there last week to set up the electrical pole and Mr. Veazey needs to check with Future Horizons to see where the equipment is for installation. As soon as the pole is set the District will have to order a meter and then Future Horizons will set their equipment and plug it in.

No action was required by the Board.

Discussion of Board Member Communication

Ms. Carvalho stated that this item was requested to be added to the agenda.

Mr. Kearney stated that Ms. Buchanan has been very aggressive in telling the Board that they cannot communicate between Board Members on items that they can vote on. He stated that it is difficult to find out the status of certain projects, how things are working, and time tables. He stated that there must be a way for information to be passed around. Mr. Calkins stated that Ms. Buchanan addressed part of this for him. After the Board left the last meeting he ended up with five things on an agenda he wanted to follow up on by meeting with suppliers understanding circumstances, relationships, communication and responsibilities. He brought up many issues and his frustration that he had no ability to share or delegate responsibilities. Ms. Buchanan had told him that he can write a memo to Ms. Carvalho and provide information and data to her and she can redistribute it to the Board. It allows for some communication so projects don't get stalled. He stated that if a Board member wants information to get to the rest of the Board they need to go through the District Management Company to do it so that it is handled and distributed legally and evenly.

Ms. Jowers asked about social media. Ms. Buchanan stated that a conversation can be had via social media meaning that if a Board Member writes their position and another Board Member responds and have a conversation in the comment section then that would be a violation of the Sunshine Law. If a Board Member writes a generic update and there was no further response she would not consider that a violation of the Sunshine Law but she always urges Board members to be cautious because any conversation or means of communication outside of a duly publically noticed meeting is a violation of the Sunshine Law.

Mr. Kearney presented a situation to Ms. Buchanan regarding emailing District Management to give Information to other Board members. Ms. Buchanan stated that if it is something that needs to be addressed they can notice a workshop or an emergency meeting. Ms. Carvalho clarified that if there is a project that the Board has been talking about for a couple meetings the best route is for Mr. Kearney to send an update to Management and Management will send the information to the Board directly. If a Board Member has a comment in regards to the matter to send to management so it can be addressed with the contractor doing the work. Ms. Buchanan stated that a workshop may be easier because it does not have to have quorum.

Ms. Jowers asked about Mr. Calkins delegating certain jobs to other Board Members. He would send a memo to District management. Ms. Carvalho stated that the Vice-Chair will assume the responsibility per the Rules of Procedure. Mr. Kearney asked if the Chair could sit down with the Vice Chair and give him a face to face briefing. Ms. Carvalho said no. However, if they had a publically noticed workshop they could have a briefing at a workshop as long as no formal action was taken.

Ms. Carvalho stated that if the Chair is thinking about changing vendors and suppliers that will require publically noticed meetings and a public bid process advertising for RFPs or RFQs and then the Board will come back with a committee appointed prior to

the meeting what would evaluate the bids and give a recommendation at the meeting and the Board would appoint the committee and the vendor. Depending on what Mr. Kearney is talking about, a lot of this is going to require additional meetings by virtue of statutory process that are required.

Mr. Calkins would like the Board to evaluate all the existing contracts and vendors as to whether or not the Board is satisfied with the quality and quantity of work that they do and fees they are charging. Ms. Buchanan discussed the bid process and bid thresholds as a factor. No action was required by the Board.

**Ratification of Payment
Authorizations 2019-24 –
2019-32**

The Board Reviewed Payment Authorizations 2019-24 – 2019-32

On MOTION by Mr. Kearney, seconded by Ms. Jowers, with all in favor, the Board Ratified Payment Authorizations 2019-24 – 2019-32.

**Review of District Financial
Statements**

The Board reviewed the Financial Statements. Ms. Carvalho noted that these statements are through May 31, 2019. No action was necessary and there were no questions or comments.

Ms. Jowers asked if the District has any intention of issuing another Bond to get the back of the Community completed. Ms. McCarrick replied that there is no capacity or need and any additional work that is done will be Developer Funded to complete the Community. She further explained that it is very likely as the District develops that the Developer would contribute the ponds to the existing stormwater system that the District maintains or if the District chose not to receive them it would go to the HOA.

Ms. Carvalho asked for a motion to suspend the meeting in order for the Board to have the Audit Selection Committee Meeting.

On MOTION by Mr. Kearney, seconded by Mr. Calkins, with all in favor, the July 11, 2019 Board of Supervisors meeting of the Amelia National CDD was suspended at 2:34 p.m.

The Audit Selection Committee Meeting took place.

Ms. Carvalho requested a motion to reconvene the Amelia National Board of Supervisors meeting.

On MOTION by Ms. Jowers, seconded by Mr. Calkins, with all in favor, the July 11, 2019 Board of Supervisors meeting of the Amelia National CDD was reconvened at 2:42 p.m.

**Review of Audit Selection
Committee Ranking & Selection of
Auditor**

Ms. Carvalho reflected for the record the Audit Selection Committee recommended ranking as follows;

1. Grau & Associates with 100 points ranking them #1
2. Berger, Toombs, Elam Gaines & Frank with 95 points ranking them #2
3. CRI with 90 points ranking them #3.

On MOTION by Ms. Jowers, seconded by Mr. Kearney, with all in favor, the Board approved the Audit Selection Committee's recommended ranking and authorize District Staff to enter into an agreement with Grau & Associates.

SECOND ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel – No Report

District Engineer – No Report

District Manager – Ms. Carvalho stated that the next scheduled meeting is October 10, 2019. Management will be sending out calendar invites and post on the website the meeting schedule. District staff will start working on the

Rules and Procedure. She stated the October 10, 2019 meeting will also be the Public Hearing on the revisions of the Rules of Procedure.

THIRD ORDER OF BUSINESS

Audience Comments and Supervisor Requests

Mr. Calkins asked if the other Board Members wanted to review any of the District Contracts. Ms. Carvalho replied that the names would be under the Payment Authorizations. Mr. Veazey stated that some of the companies are not under contract. Mr. Calkins asked about the insurance coverage and Ms. Carvalho responded that she can provide him with a copy of the District policy. Mr. Calkins stated that if he hears complaints from residents that they are not getting phone calls returned from District Management and HOA Management Company he will introduce to the Board the concept of replacing the Management Company.

Board Members discussed the landscaping. Mr. Calkins asked Mr. Kearney if he would like to take on the challenge of reviewing the contract and work with Cheryl. Mr. Kearney said yes.

Mr. Calkins reviewed the letter to the St Johns Water Authority. It was sent 4-6 weeks ago and there has been no response. Mr. Calkins stated that they want authorization to drop trees or anything that might be causing the natural engineered flow of the water in the wetlands under the streets so it can be cleaned out. He stated that the next step is for him to make a follow up call or visit to the St John's Water Authority. Mr. Veazey stated that the District permits it all the time. He stated that if there is a dead tree that is liable to fall on someone's house or could be a liability on the road the District is allowed to fall that tree into the wetlands. He stated that the District can get an Arborist to give them a price on getting those trees down. The CDD has done it before. Mr. Veazey stated that it has to be blocking the water flow for the CDD to have authority to remove it. Mr. Calkins stated that the resident said that the tree is restricting the water and causing erosion. Mr. Veazey stated that he can go back and look at it. Mr. Veazey asked if he wanted to identify trees. Mr. Calkins stated that there are 3-4 trees that are close enough to the road that they completely block the road and need to be taken down. The two will meet to identify those trees.

Ms. Carvalho discussed the ADA compliance proposal. This District works with VB Global which is the webhost provider that currently host Amelia National CDD website. The Board Members asked how a website can be ADA compliant. Ms. Carvalho explained ADA Compliance is for someone that has a visual impaired disability to be able to view the website. She stated that the District must put the documents under TIF in addition to PDF so that programs for the visually impaired can read it out loud and describe the photos and content throughout the website. District Management asked VB Global if the District is covered in case of a lawsuit. Egis, the District's insurance

company worked with VB Global on a proposal for a continual auditing services on the ADA compliance. Option 1 is a quarterly technical and human audit. Mr. Calkins asked if there are written criteria to follow already. Ms. Buchanan stated that there are not a defined set of guidelines but there are lawsuits moving forward based on the general premise that someone who is blind cannot access the website so they are not receiving equivalent treatment under the ADA. Ms. Carvalho stated that the District Management must inform the Board about the matter and the options that the Board has in making sure the District continual effort of keeping all content on the website in compliance. It will all come into effect on October 1, 2019. Ms. Carvalho stated that the option that would cover both quarterly human and technical audits is Option 1. Which is \$1,200.00 per year. Mr. Calkins asked is Ms. Carvalho is doing this with other Districts and if so which option they are choosing. She said yes and most Districts are going with Option 1.

On MOTION by Mr. Kearney, seconded by Ms. Jowers, with all in favor, the Board approved Option 1 for ADA website Auditing Services for a total amount of \$1,200.00 for the quarterly audit of both human and technical audit.

Mr. Calkins asked if the contract ensured that if the District is later found to be in violation of the ADA Compliance that VB Global Tech would be responsible for it. Ms. Carvalho confirmed that is correct. She wanted to get this in front of the Board because the next Board meeting is not until October 10, 2019 which is after the beginning of the Fiscal Year 2020.

FOURTH ORDER OF BUSINESS

Adjournment

There was no additional business to be discussed.

On MOTION by Mr. Kearney, seconded by Ms. Jowers, with all in favor, the July 11, 2019 Board of Supervisors meeting of the Amelia National CDD was adjourned at 3:06 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

**AMELIA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Minutes of the July 11, 2019
Audit Selection Committee Meeting

MINUTES OF MEETING

**AMELIA NATIONAL COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS MEETING MINUTES**

Thursday, July 11, 2019

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Also, present were:

Vivian Carvalho	District Manager- PFM Group Consulting, LLC
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FIRST ORDER OF BUSINESS

Business Matters

Call to Order and Roll Call

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Public Comment Period

There were no public comments at this time.

Review of Auditing Services Proposals

a) Berger, Toombs, Elam Gaines & Frank

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This items was deferred until later in the meeting due to time constraints of starting the meeting on time because of establishing quorum.

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Letter from Supervisor of Elections – Nassau County

Ms. Carvalho explained that the letter reflects for the record the number of registered voters in the District.

On MOTION by Ms. Jowers, seconded by Mr. Calkins, with all in favor, the Board accepted the Letter from Supervisor of Elections – Nassau County.

**Review and Acceptance of Fiscal
Year 2018 Audit Report**

The Board reviewed the Fiscal year 2018 Audit Report.

Ms. Carvalho requested a motion to accept the Fiscal Year 2018 Audit Report.

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the District's Annual Budget**

- a) Public Comments and
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Ms. Carvalho explained that "Exhibit A" is the Proposed Budget and "Exhibit B" is the Proposed Debt Service Fund Budget.

Ms. McCarrick commented on the doubling amount to the contingencies line item on the Budget. Mr. Calkins stated that a lengthy discussion took place at the meeting in which she was not in attendance. The discussion pertained to a number of projects including certain things related to preserve areas where there have been erosion problems, issues regarding the contamination of the waters of pond 7 and an aeration project. There were other pond issues as well. The District moved to address those problems and the Budget did not have adequate funding for the Board to move forward on a regular basis. The Board determined at that meeting that by doing these projects they could reduce the overall maintenance cost.

Ms. McCarrick raised concerns regarding moving forward on those projects because the ponds are not owned by the District they are owned by the residents who back up to those ponds. She brought up issue that it may not be an appropriate use of public funds. She requested more information prior to saying it is an appropriate increase. She made the Board aware that the District always starts the year with 25% of the Budget in reserve. The District will end the year with cash on hand. Ms. McCarrick stated that she may vote against the increase on the Budget.

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On MOTION by Mr. Kearney, seconded by Mr. Calkins, with three in favor (Ms. Jowers, Mr. Calkins, and Mr. Kearney) and one opposed (Ms., McCarrick), the Board adopted Resolution 2019-06, adopting the Fiscal Year 2020 Budget and Appropriating Funds.

**Public Hearing on the Imposition
of Special Assessments**

- a) **Public Comments and Testimony**
- b) **Board Comments**
- c) **Consideration of Resolution 2019-07, Imposing Special Assessments and Certifying an Assessment Roll**

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

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

Ms. Carvalho explained the resolution and the exhibit which outlines the assessment roll. Mr. Calkins asked about the lots that have no assessments. Ms. Buchanan stated that if there are lots with no assessment and no O & M they are very likely to be common elements. The Board discussed a conservation area which is considered a common area. Ms. McCarrick stated that the full assessment is being allocated on a per unit basis and or on the acreage basis. She further explained that this is because of the lots that are not platted it assesses off roll via direct bill and the Developer pays it directly because it is not associated with individual developed platted lots. All the acreage that is planned for the balance of the project consist of 390 units which is being assessed on a per unit basis.

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

Ms. Carvalho presented Resolution 2019-07 for the Board's approval.

On MOTION by Mr. Kearney, seconded by Ms. Jowers, with all in favor, the Board approved Resolution 2019-07, Imposing Special Assessments and Certifying an Assessment Roll.

Consideration of Resolution 2019-08, Adopting the Annual Meeting Schedule for Fiscal Year 2019-2020

The Board discussed the annual meeting schedule. Mr. Kearney suggested a meeting every other month instead of on a quarterly basis. A lengthy discussion took place and the Board was required to vacate the room and reconvene in another office of the

building. The Board continued their discussion. Ms. Carvalho stated the current contract call for 4 meetings per year. If there were a change in amount of meetings management will be providing at the next meeting an addendum to the contract to take into consideration the change with the meetings for FY 2020. The proposed meeting scheduled are as follows;

1. October 10, 2019
2. January 9, 2020
3. April 9, 2020
4. May 14, 2020
5. July 9, 2020
6. August 13, 2020

On MOTION by Mr. Kearney, seconded by Ms. Jowers, with all in favor, the Board approved Resolution 2019-08, adopting the Annual Meeting Schedule for Fiscal Year 2020 as outlined above for 6 meetings per year to be held at the new Leland office located at 910 South 8th Street, Suite 100 at 11:30 a.m.

Review of Audit Selection Committee Ranking & Selection of Auditor

This item will be deferred for now because it pertains to the Audit Meeting Results.

Discussion on Changes to the Governing Documents

a) Consideration of Resolution 2019-09, Setting a Public Hearing on Adoption of Rules of Procedure

Ms. Carvalho indicated that the Board does not need to formally make the changes today to the Rules and Procedure since there is a Public Hearing for Rule Making that will need to occur before the revised rules go into effect. The purpose of the agenda item is to schedule when the public hearing will be. The District will need to have the changes so the residents can request a copy of what the changes are to the Rules of Procedure after the ad is run in the paper of the Public Hearing.

Mr. Calkins stated that he has an issue with who can call a meeting and it says that the Chair can call or cancel a meeting at his or her desire. He would like to amend that provision to reflect that if three of the five Board Members would like to call a meeting the meeting will be called and proper notice will be advertised accordingly.

Mr. Calkins requested that the District include a provision to the Rules and Procedure that if a Board Member does not attend in person 2 out of 6 meetings per year that the

Board could have the opportunity to have that Board Member replaced. Ms. Buchanan clarified that because this is an elected office either by Landowner or voters in a General Election, the Board does not have the authority to terminate the service period of a particular Board Member. That is only something that can be done by the Governor. Lengthy discussion ensued on this topic.

Mr. Calkins asked Ms. Carvalho to discuss what she does with regard to timing and proper notification procedure of confirming quorum with Board Members. Ms. Carvalho explained the process of sending out draft agenda notice and final agenda notice timeline and requesting the Board to confirm their availability for quorum. Ms. Carvalho asked Ms. Buchanan if the Board has the ability to make changes to outline from the District Management perspective what is done leading up to that meeting in the Rules of Procedure as well as to include a provision of Board Members responding to that process. Mr. Calkins proposed that the District has a procedure that imposes on the Board Members responsibility to reply yay or nay in advance of a particular time frame that allows the Board to know whether or not this particular meeting is going to happen. Ms. McCarrick stated that everything Mr. Calkins described already happened with this meeting it just did not happen that it was confirmed with Ms. Carvalho. Ms. Carvalho stated that she will initiate some provision between now and the next Board Meeting further explaining the responsibility from the Board Member in confirming quorum.

Ms. Carvalho requested a motion to approve Resolution 2019-09, setting a Public Hearing on Adoption of Rules of Procedure for October 10, 2019 at the new Leland office located at 910 South 8th Street, Suite 100 at 11:30 a.m.

On MOTION by Mr. Kearney, seconded by Mr. Calkins, with all in favor, the Board approved Resolution 2019-09, setting a Public Hearing on Adoption of Rules of Procedure for October 10, 2019 at the new Leland office located at 910 South 8th Street, Suite 100 at 11:30 a.m.

Discussion of Pond Seven Aerator Update

Mr. Calkins provided an update on the Pond 7 Aerator. He explained that the District has had a pre-approval subject to certain requirements that have now been met. He approved to proceed with an installation of aerator to pond 7 and made a pre-payment to FP&L to get the power line set up. The rest was to order equipment. There was a change to the original proposal which consist of moving the compressor system right from the edge of the pond back to the street level where the electrical equipment is located within the community.

Mr. Veazey stated FP&L part of the work is complete and Hunter Electric was out there last week to set up the electrical pole and Mr. Veazey needs to check with Future Horizons to see where the equipment is for installation. As soon as the pole is set the District will have to order a meter and then Future Horizons will set their equipment and plug it in.

No action was required by the Board.

Discussion of Board Member Communication

Ms. Carvalho stated that this item was requested to be added to the agenda.

Mr. Kearney stated that Ms. Buchanan has been very aggressive in telling the Board that they cannot communicate between Board Members on items that they can vote on. He stated that it is difficult to find out the status of certain projects, how things are working, and time tables. He stated that there must be a way for information to be passed around. Mr. Calkins stated that Ms. Buchanan addressed part of this for him. After the Board left the last meeting he ended up with five things on an agenda he wanted to follow up on by meeting with suppliers understanding circumstances, relationships, communication and responsibilities. He brought up many issues and his frustration that he had no ability to share or delegate responsibilities. Ms. Buchanan had told him that he can write a memo to Ms. Carvalho and provide information and data to her and she can redistribute it to the Board. It allows for some communication so projects don't get stalled. He stated that if a Board member wants information to get to the rest of the Board they need to go through the District Management Company to do it so that it is handled and distributed legally and evenly.

Ms. Jowers asked about social media. Ms. Buchanan stated that a conversation can be had via social media meaning that if a Board Member writes their position and another Board Member responds and have a conversation in the comment section then that would be a violation of the Sunshine Law. If a Board Member writes a generic update and there was no further response she would not consider that a violation of the Sunshine Law but she always urges Board members to be cautious because any conversation or means of communication outside of a duly publically noticed meeting is a violation of the Sunshine Law.

Mr. Kearney presented a situation to Ms. Buchanan regarding emailing District Management to give Information to other Board members. Ms. Buchanan stated that if it is something that needs to be addressed they can notice a workshop or an emergency meeting. Ms. Carvalho clarified that if there is a project that the Board has been talking about for a couple meetings the best route is for Mr. Kearney to send an update to Management and Management will send the information to the Board directly. If a Board Member has a comment in regards to the matter to send to management so it can be addressed with the contractor doing the work. Ms. Buchanan stated that a workshop may be easier because it does not have to have quorum.

Ms. Jowers asked about Mr. Calkins delegating certain jobs to other Board Members. He would send a memo to District management. Ms. Carvalho stated that the Vice-Chair will assume the responsibility per the Rules of Procedure. Mr. Kearney asked if the Chair could sit down with the Vice Chair and give him a face to face briefing. Ms. Carvalho said no. However, if they had a publically noticed workshop they could have a briefing at a workshop as long as no formal action was taken.

Ms. Carvalho stated that if the Chair is thinking about changing vendors and suppliers that will require publically noticed meetings and a public bid process advertising for RFPs or RFQs and then the Board will come back with a committee appointed prior to

the meeting what would evaluate the bids and give a recommendation at the meeting and the Board would appoint the committee and the vendor. Depending on what Mr. Kearney is talking about, a lot of this is going to require additional meetings by virtue of statutory process that are required.

Mr. Calkins would like the Board to evaluate all the existing contracts and vendors as to whether or not the Board is satisfied with the quality and quantity of work that they do and fees they are charging. Ms. Buchanan discussed the bid process and bid thresholds as a factor. No action was required by the Board.

**Ratification of Payment
Authorizations 2019-24 –
2019-32**

The Board Reviewed Payment Authorizations 2019-24 – 2019-32

On MOTION by Mr. Kearney, seconded by Ms. Jowers, with all in favor, the Board Ratified Payment Authorizations 2019-24 – 2019-32.

**Review of District Financial
Statements**

The Board reviewed the Financial Statements. Ms. Carvalho noted that these statements are through May 31, 2019. No action was necessary and there were no questions or comments.

Ms. Jowers asked if the District has any intention of issuing another Bond to get the back of the Community completed. Ms. McCarrick replied that there is no capacity or need and any additional work that is done will be Developer Funded to complete the Community. She further explained that it is very likely as the District develops that the Developer would contribute the ponds to the existing stormwater system that the District maintains or if the District chose not to receive them it would go to the HOA.

Ms. Carvalho asked for a motion to suspend the meeting in order for the Board to have the Audit Selection Committee Meeting.

On MOTION by Mr. Kearney, seconded by Mr. Calkins, with all in favor, the July 11, 2019 Board of Supervisors meeting of the Amelia National CDD was suspended at 2:34 p.m.

The Audit Selection Committee Meeting took place.

Ms. Carvalho requested a motion to reconvene the Amelia National Board of Supervisors meeting.

On MOTION by Ms. Jowers, seconded by Mr. Calkins, with all in favor, the July 11, 2019 Board of Supervisors meeting of the Amelia National CDD was reconvened at 2:42 p.m.

**Review of Audit Selection
Committee Ranking & Selection of
Auditor**

Ms. Carvalho reflected for the record the Audit Selection Committee recommended ranking as follows;

1. Grau & Associates with 100 points ranking them #1
2. Berger, Toombs, Elam Gaines & Frank with 95 points ranking them #2
3. CRI with 90 points ranking them #3.

On MOTION by Ms. Jowers, seconded by Mr. Kearney, with all in favor, the Board approved the Audit Selection Committee's recommended ranking and authorize District Staff to enter into an agreement with Grau & Associates.

SECOND ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel – No Report

District Engineer – No Report

District Manager – Ms. Carvalho stated that the next scheduled meeting is October 10, 2019. Management will be sending out calendar invites and post on the website the meeting schedule. District staff will start working on the

Rules and Procedure. She stated the October 10, 2019 meeting will also be the Public Hearing on the revisions of the Rules of Procedure.

THIRD ORDER OF BUSINESS

Audience Comments and Supervisor Requests

Mr. Calkins asked if the other Board Members wanted to review any of the District Contracts. Ms. Carvalho replied that the names would be under the Payment Authorizations. Mr. Veazey stated that some of the companies are not under contract. Mr. Calkins asked about the insurance coverage and Ms. Carvalho responded that she can provide him with a copy of the District policy. Mr. Calkins stated that if he hears complaints from residents that they are not getting phone calls returned from District Management and HOA Management Company he will introduce to the Board the concept of replacing the Management Company.

Board Members discussed the landscaping. Mr. Calkins asked Mr. Kearney if he would like to take on the challenge of reviewing the contract and work with Cheryl. Mr. Kearney said yes.

Mr. Calkins reviewed the letter to the St Johns Water Authority. It was sent 4-6 weeks ago and there has been no response. Mr. Calkins stated that they want authorization to drop trees or anything that might be causing the natural engineered flow of the water in the wetlands under the streets so it can be cleaned out. He stated that the next step is for him to make a follow up call or visit to the St John's Water Authority. Mr. Veazey stated that the District permits it all the time. He stated that if there is a dead tree that is liable to fall on someone's house or could be a liability on the road the District is allowed to fall that tree into the wetlands. He stated that the District can get an Arborist to give them a price on getting those trees down. The CDD has done it before. Mr. Veazey stated that it has to be blocking the water flow for the CDD to have authority to remove it. Mr. Calkins stated that the resident said that the tree is restricting the water and causing erosion. Mr. Veazey stated that he can go back and look at it. Mr. Veazey asked if he wanted to identify trees. Mr. Calkins stated that there are 3-4 trees that are close enough to the road that they completely block the road and need to be taken down. The two will meet to identify those trees.

Ms. Carvalho discussed the ADA compliance proposal. This District works with VB Global which is the webhost provider that currently host Amelia National CDD website. The Board Members asked how a website can be ADA compliant. Ms. Carvalho explained ADA Compliance is for someone that has a visual impaired disability to be able to view the website. She stated that the District must put the documents under TIF in addition to PDF so that programs for the visually impaired can read it out loud and describe the photos and content throughout the website. District Management asked VB Global if the District is covered in case of a lawsuit. Egis, the District's insurance

company worked with VB Global on a proposal for a continual auditing services on the ADA compliance. Option 1 is a quarterly technical and human audit. Mr. Calkins asked if there are written criteria to follow already. Ms. Buchanan stated that there are not a defined set of guidelines but there are lawsuits moving forward based on the general premise that someone who is blind cannot access the website so they are not receiving equivalent treatment under the ADA. Ms. Carvalho stated that the District Management must inform the Board about the matter and the options that the Board has in making sure the District continual effort of keeping all content on the website in compliance. It will all come into effect on October 1, 2019. Ms. Carvalho stated that the option that would cover both quarterly human and technical audits is Option 1. Which is \$1,200.00 per year. Mr. Calkins asked is Ms. Carvalho is doing this with other Districts and if so which option they are choosing. She said yes and most Districts are going with Option 1.

On MOTION by Mr. Kearney, seconded by Ms. Jowers, with all in favor, the Board approved Option 1 for ADA website Auditing Services for a total amount of \$1,200.00 for the quarterly audit of both human and technical audit.

Mr. Calkins asked if the contract ensured that if the District is later found to be in violation of the ADA Compliance that VB Global Tech would be responsible for it. Ms. Carvalho confirmed that is correct. She wanted to get this in front of the Board because the next Board meeting is not until October 10, 2019 which is after the beginning of the Fiscal Year 2020.

FOURTH ORDER OF BUSINESS

Adjournment

There was no additional business to be discussed.

On MOTION by Mr. Kearney, seconded by Ms. Jowers, with all in favor, the July 11, 2019 Board of Supervisors meeting of the Amelia National CDD was adjourned at 3:06 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

**AMELIA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Amendment to District
Management Contract Services



October 4, 2019

Board of Supervisors
Amelia National Community Development District
12051 Corporate Boulevard
Orlando, FL 32817

Dear Board of Supervisors:

PFM Group Consulting LLC ("PFM") is pleased to serve as District Manager to the Amelia National Community Development District (the "District") under the terms of the District Management Agreement (the "Agreement") between the District and Fishkind & Associates dated April 11, 2019 and subsequently assigned to PFM on March 7, 2019. A notice of assignment dated April 26, 2019 was provided to the District.



12051 Corporate Blvd.
Orlando, FL 32817
407.723.5900

pfm.com

As previously discussed, should the limited meeting schedule change then the Manager reserves the right to re-classify the District in relation to the District Management fees. Since the Board has changed the meeting schedule to 6 times a year, we are re-classifying the District as Resident Controlled. Under the existing contract our Resident Controlled Fee is \$60,000, however we are agreeing to increase the yearly fee only to \$25,000 for FY 2020. If the Board approves of this increase please accept this letter as confirmation that PFM will begin to charge at the new rate effective January 1, 2020 per the provision of 60 days' notice for this change. For the avoidance of doubt, the District Management fee for the period January 1, 2020 through September 30, 2020 will be \$18,750.00.

Provided the changes are acceptable, please have an authorized official of the District sign and return a copy of this letter to us to acknowledge this increase.

Sincerely,
PFM GROUP CONSULTING LLC

Senior Managing Consultant

Accepted by:

(Signature)

(Print Name)

(Date)

**AMELIA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Grau & Associates
Engagement Letter for Auditing Services
FY 2019



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

August 16, 2019

To Board of Supervisors
Amelia National Community Development District
12051 Corporate Blvd.
Orlando, FL 32817

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

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

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

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

Audit Objectives

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

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

Examination Objective

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

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

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

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

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

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

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

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

Audit Procedures—General

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

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

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

Audit Procedures—Internal Control

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

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

Audit Procedures—Compliance

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

Engagement Administration, Fees, and Other

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

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Our fee for these services will not exceed \$4,500 for the September 30, 2019 audit. The fees for fiscal year 2020 and 2021 will not exceed \$4,600 and \$4,700, respectively, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

We will complete the audit within prescribed statutory deadlines, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

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

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

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

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

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

Very truly yours,

Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Amelia National Community Development District.

By: _____

Title: _____

Date: _____



PEER REVIEW PROGRAM

is proud to present this

Certificate of Recognition

to

Grau & Associates

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

A handwritten signature in black ink, reading "Anita Ford", written over a horizontal line.

Anita Ford, Chair
AICPA Peer Review Board
2016

**AMELIA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

Review & Acceptance of the Arbitrage Rebate
Calculation Report Series 2004A

**Amelia National Community Development District
\$9,360,000 Capital Improvement Revenue Bonds,
Series 2004A**

Installment Date Computation

For the period June 21, 2004 through May 31, 2019

GNP SERVICES, CPA, PA
CERTIFIED PUBLIC ACCOUNTANTS

385 STILES AVENUE
ORANGE PARK, FLORIDA 32073
TELEPHONE: 904 278-8980
FACSIMILE: 904 278-4665

MAILING ADDRESS:
POST OFFICE BOX 1179
ORANGE PARK, FLORIDA 32067-1179
www.gnppas.com

August 16, 2019

Ms. Vivian Carvalho, District Manager
Amelia National CDD
c/o PFM Group Consulting, LLC
12051 Corporate Boulevard
Orlando, Florida 32817

RE: Installment Date Computation

Dear Ms. Carvalho:

GNP Services, CPA, PA has been requested to compute the Rebutable Arbitrage Liability with respect to the Amelia National Community Development District \$9,360,000 Capital Improvement Revenue Bonds, Series 2004A. All computations included herein are mathematically accurate and have been performed in accordance with the Code. All capitalized terms are defined in the attached report.

- There is no Rebutable Arbitrage Liability or Yield Reduction Payment Amount for the Cumulative Computation Period. Accordingly, there is no amount due to the U.S. Government as of the Current Installment Computation Date.
- The next Installment Computation Date is May 31, 2024.

Please see attached supporting schedules for further details. If you have questions regarding this report, or any other concerns, please call (904) 278-8980.

Very truly yours,



GNP Services, CPA, PA

Enclosure

cc: Ms. Susan Heafner, U.S. Bank Global Corporate Trust

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Definitions

Arbitrage Yield - The semiannual discount rate at which the present value of payments of principal and interest equals the par amount of the bonds adjusted as follows: if applicable, plus accrued interest and original issue premium, and less original issue discount, cost of credit enhancement and/or reserve surety.

Bona Fide Debt Service Fund - A fund that is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year and that may be excluded from the Rebatable Arbitrage Liability computation if the requirements specified in the Code for the Bona Fide Debt Service Fund exemption are met.

Bond Documents - Certificate as to Arbitrage and Certain Other Tax Matters and IRS Form 8038-G executed as of the Issue Date and information regarding the investment and expenditures of gross proceeds. Nothing has come to our attention that has led us to conclude that any of the information included in these documents has been affected by events or circumstances occurring after their respective dates.

Bonds - Amelia National Community Development District \$9,360,000 Capital Improvement Revenue Bonds, Series 2004A

Code - Section 148(f) of the Internal Revenue Code of 1986 and existing applicable Treasury Regulations

Cumulative Computation Period - The period beginning on the Issue Date and ending on the Current Installment Computation Date

Cumulative Rebatable Arbitrage Liability - The Rebatable Arbitrage Liability for the Cumulative Computation Period

Current Computation Period - The period beginning on May 31, 2018 and ending on the Current Installment Computation Date

Current Installment Computation Date - May 31, 2019

Debt Service Funds - The Revenue, Interest, Sinking and Prepayment Funds

Installment Computation Dates - Any date not later than the fifth anniversary of the Issue Date of the Bonds and each subsequent fifth year thereafter. For the Bonds, the Installment Computation Dates are May 31, 2009 and each subsequent fifth May 31 thereafter.

Issue Date - June 21, 2004

Issuer - Amelia National Community Development District

Rebatable Arbitrage Liability - The excess of receipts over payments calculated in accordance with the Code

Rebatable Arbitrage Liability Payment Due Date - The date that is no later than sixty days past each Installment Computation Date

Yield Reduction Payment Amount - The payment amount made to the federal government in order to reduce the yield on investment of Bond proceeds to meet yield restriction requirements under the Code

Yield Restricted Period for the Construction Fund - The period beginning on June 21, 2007 and ending on the Current Installment Computation Date

Yield Restricted Period for the Deferred Cost Fund - The period beginning on the Issue Date and ending on the Current Installment Computation Date

Summary of Bond Document Representations and Related Conclusions

Representations

- The Bond Documents state the following:
 - The Bonds were issued on June 21, 2004.
 - The Debt Service Reserve Fund is “reasonably required” in accordance with the Code.
 - The temporary period for the Construction Fund is three years.
 - The Deferred Cost Fund is subject to yield restriction beginning on the Issue Date.
 - The Debt Service Funds are expected to meet the requirements of a Bona Fide Debt Service Fund.
 - The Arbitrage Yield is 6.363243%.
 - The Bonds were issued for the purpose of financing the cost of acquiring, constructing and equipping assessable improvements; paying certain costs associated with the issuance of the Bonds; making a deposit into the Debt Service Reserve Fund for the benefit of all of the Bonds; and paying a portion of the interest to become due on the Bonds.

Related Conclusions

- We have concluded the following:
 - The Bonds are subject to the 1993 Regulations. New regulations or rulings that apply to the Bonds may be enacted. If so, it should be determined that the computation of the Rebatable Arbitrage Liability complies with any applicable changes.
 - The next Rebatable Arbitrage Liability Payment Due Date is July 30, 2024, assuming an Installment Computation Date of May 31, 2024.
 - The Debt Service Reserve Fund may be invested at an unrestricted yield.
 - No unspent proceeds existed in the Construction Fund subsequent to June 21, 2007; therefore no yield reduction payments will be required for the Yield Restricted Period for the Construction Fund.
 - The yield restriction requirement was met for the Yield Restricted Period for the Deferred Cost Fund; therefore no yield reduction payments will be required.
 - The Debt Service Funds have been appropriately included in the Rebatable Arbitrage Liability computation because they failed to meet the Bona Fide Debt Service Fund exemption requirements.

Assumptions

- Certain Bond documents, financial records and other materials relevant to the computation of the Rebatable Arbitrage Liability have been provided to us by various parties. Nothing has come to our attention to lead us to conclude that any of the information provided includes errors or omissions; therefore we have assumed that all information included in the materials provided to us is accurate and complete.
- We have assumed that all transaction activity provided to us is includable in the computation of the Rebatable Arbitrage Liability under the Code.
- We have assumed the financial schedules and information provided with respect to the proceeds is accurate in all respects, including dates and amounts of the cash flow transactions. We further assumed that a current cash outlay occurred no later than 5 banking days after the date on which the allocation of gross proceeds to an expenditure was made.

Sources and Uses

Sources

Principal	\$ 9,360,000.00
Underwriter's Discount	(131,040.00)
Original Issue Discount	(63,928.80)
Accrued Interest	32,760.00
Total	\$ 9,197,791.20

Uses

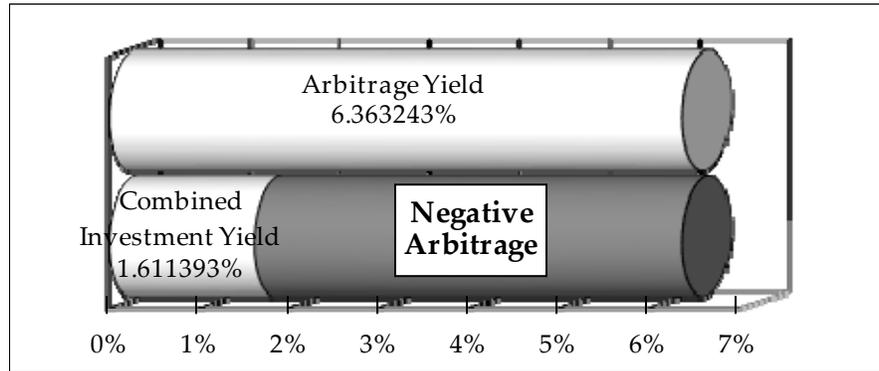
Construction Fund	\$ 7,502,263.18
Debt Service Reserve Fund	696,567.50
Capitalized Interest Fund	794,200.52
Cost of Issuance Fund	172,000.00
Accrued Interest	32,760.00
Total	\$ 9,197,791.20

Conclusions

Arbitrage Yield/Investment Yield Comparison

The Arbitrage Yield is stated in the Bond Documents to be 6.363243%. The Bond Documents further state that the computation of the Arbitrage Yield is based on a year of 360 days comprised of twelve 30-day months with interest compounding semi-annually.

The yield on the State Board of Administration and U.S. Bank Money Market Obligations (the "Combined Investment Yield") is calculated to be 1.611393% as shown on Schedules A-D. The Combined Investment Yield is based on a year of 360 days comprised of twelve 30-day months with interest compounding semi-annually.



Rebatable Arbitrage Liability Expectation

The Combined Investment Yield on the Gross Proceeds that are subject to the Rebatable Arbitrage Liability computation was less than the Arbitrage Yield during the Current Computation Period, as shown above. This results in an expectation of negative Rebatable Arbitrage Liability with respect to those Gross Proceeds as shown on Schedules A-D. The results are in accordance with expectations.

Rebatable Arbitrage Liability

The Rebatable Arbitrage Liability computation results in a Cumulative Rebatable Arbitrage Liability in the negative amount of \$(1,335,557.87). Therefore no payment is due as of the Current Installment Computation Date.

Record Keeping Requirements

Records evidencing the transaction data used to calculate arbitrage rebate and yield restriction amounts must be maintained until three years after the last outstanding bond of the issue is redeemed. This report, and documentation we maintain in our files, cannot be relied upon to meet the record retention requirement.

SYNOPSIS OF COMPUTATION RESULTS

As of the Current Installment Computation Date

31-May-19

Amelia National Community Development District

\$9,360,000 Capital Improvement Revenue Bonds, Series 2004A

Current Computation Period	
Debt Service Reserve Fund	\$ (19,423.83)
Deferred Cost Fund	(2,798.82)
Revenue Fund	(17,877.04)
Prepayment Fund	(6,169.46)
Computation Date Credit	(1,730.00)
	<hr/>
Current Computation Period Total Rebatable Arbitrage Liability	\$ (47,999.15)
	<hr/>
Cumulative Computation Period	
Current Computation Period Total Rebatable Arbitrage Liability	\$ (47,999.15)
Future Value of Rebatable Arbitrage Liability Reported at 5/31/18	(1,287,558.72)
	<hr/>
Cumulative Rebatable Arbitrage Liability	\$ (1,335,557.87)
	<hr/>

Gross Proceeds Subject to Arbitrage Rebate Remaining

As of the Current Installment Computation Date

Debt Service Reserve Fund	\$ 464,635.28
Deferred Cost Fund	113,420.77
Debt Service Funds	296,478.58
	<hr/>
Total	\$ 874,534.63

Gross Proceeds Subject to Yield Restriction Remaining

As of the Current Installment Computation Date

Deferred Cost Fund	\$ 113,420.77
	<hr/>
Total	\$ 113,420.77

Schedule A
Rebatable Arbitrage Liability Computation
Debt Service Reserve Fund

Amelia National Community Development District
\$9,360,000 Capital Improvement Revenue Bonds, Series 2004A

Issue Date	21-Jun-04	Combined Investment Yield	1.611393%
Beginning Date	31-May-18	Arbitrage Yield	6.363243%
Computation Date	31-May-19	Total Earnings	\$ 12,463.53

Date	Receipts	Payments	Earnings	Balance	Future Value at Arbitrage Yield	Present Value at Investment Yield
31-May-18	\$ -	\$ (503,486.08)	\$ (868.35)	\$ 503,486.08	\$ (536,958.27)	\$ 504,354.43
08-Jun-18			868.35	503,486.08	923.20	(867.87)
08-Jun-18		(868.35)		504,354.43	(923.20)	867.87
13-Jul-18			875.80	504,354.43	925.47	(873.19)
13-Jul-18		(875.80)		505,230.23	(925.47)	873.19
13-Aug-18			951.88	505,230.23	1,000.62	(947.07)
13-Aug-18		(951.88)		506,182.11	(1,000.62)	947.07
24-Sep-18			942.54	506,182.11	983.76	(935.12)
24-Sep-18		(942.54)		507,124.65	(983.76)	935.12
15-Oct-18			1,238.25	507,124.65	1,287.69	(1,226.71)
15-Oct-18		(1,238.25)		508,362.90	(1,287.69)	1,226.71
05-Nov-18	14,638.98			493,723.92	15,170.59	(14,482.51)
21-Nov-18			1,023.47	493,723.92	1,057.69	(1,011.41)
21-Nov-18		(1,023.47)		494,747.39	(1,057.69)	1,011.41
20-Dec-18			990.37	494,747.39	1,018.33	(976.73)
20-Dec-18		(990.37)		495,737.76	(1,018.33)	976.73
15-Jan-19			1,079.86	495,737.76	1,105.53	(1,063.15)
15-Jan-19		(1,079.86)		496,817.62	(1,105.53)	1,063.15
20-Feb-19			1,128.35	496,817.62	1,148.16	(1,108.19)
20-Feb-19		(1,128.35)		497,945.97	(1,148.16)	1,108.19
19-Mar-19			1,016.64	497,945.97	1,029.28	(996.47)
19-Mar-19		(1,016.64)		498,962.61	(1,029.28)	996.47
18-Apr-19			1,124.88	498,962.61	1,133.13	(1,100.35)
18-Apr-19		(1,124.88)		500,087.49	(1,133.13)	1,100.35
30-Apr-19	18,551.80			481,535.69	18,648.90	(18,132.17)
02-May-19	17,973.24			463,562.45	18,061.02	(17,564.26)
16-May-19			1,072.83	463,562.45	1,075.45	(1,047.40)
16-May-19		(1,072.83)		464,635.28	(1,075.45)	1,047.40
31-May-19	464,635.28		1,018.66	0.00	465,653.94	(454,175.49)
Totals					\$ (19,423.83)	\$ 0.00

Schedule B
Rebatable Arbitrage Liability Computation
Deferred Cost Fund

Amelia National Community Development District
\$9,360,000 Capital Improvement Revenue Bonds, Series 2004A

Issue Date	21-Jun-04	Combined Investment Yield	1.611393%
Beginning Date	31-May-18	Arbitrage Yield	6.363243%
Computation Date	31-May-19	Total Earnings	\$ 1,839.40

Date	Receipts	Payments	Earnings	Balance	Future Value at Arbitrage Yield	Present Value at Investment Yield
31-May-18	\$ -	\$ (60,561.56)	\$ (104.45)	\$ 60,561.56	\$ (64,587.75)	\$ 60,666.01
08-Jun-18			104.45	60,561.56	111.05	(104.39)
08-Jun-18		(104.45)		60,666.01	(111.05)	104.39
13-Jul-18			105.34	60,666.01	111.31	(105.02)
13-Jul-18		(105.34)		60,771.35	(111.31)	105.02
13-Aug-18			114.50	60,771.35	120.36	(113.91)
13-Aug-18		(114.50)		60,885.85	(120.36)	113.91
24-Sep-18			113.37	60,885.85	118.33	(112.47)
24-Sep-18		(113.37)		60,999.22	(118.33)	112.47
15-Oct-18			148.94	60,999.22	154.89	(147.54)
15-Oct-18		(148.94)		61,148.16	(154.89)	147.54
05-Nov-18		(14,638.98)		75,787.14	(15,170.59)	14,480.55
21-Nov-18			123.11	75,787.14	127.23	(121.64)
21-Nov-18		(123.11)		75,910.25	(127.23)	121.64
20-Dec-18			151.95	75,910.25	156.24	(149.83)
20-Dec-18		(151.95)		76,062.20	(156.24)	149.83
15-Jan-19			165.69	76,062.20	169.63	(163.09)
15-Jan-19		(165.69)		76,227.89	(169.63)	163.09
20-Feb-19			173.12	76,227.89	176.16	(169.99)
20-Feb-19		(173.12)		76,401.01	(176.16)	169.99
19-Mar-19			155.99	76,401.01	157.93	(152.86)
19-Mar-19		(155.99)		76,557.00	(157.93)	152.86
18-Apr-19			172.59	76,557.00	173.86	(168.78)
18-Apr-19		(172.59)		76,729.59	(173.86)	168.78
30-Apr-19		(18,551.80)		95,281.39	(18,648.90)	18,126.96
02-May-19		(17,973.24)		113,254.63	(18,061.02)	17,559.18
16-May-19			166.14	113,254.63	166.55	(162.15)
16-May-19		(166.14)		113,420.77	(166.55)	162.15
31-May-19	113,420.77		248.66	0.00	113,669.43	(110,832.70)
Totals					\$ (2,798.82)	\$ 0.00

Schedule C
Rebatable Arbitrage Liability Computation
Revenue Fund

Amelia National Community Development District
\$9,360,000 Capital Improvement Revenue Bonds, Series 2004A

Issue Date	21-Jun-04	Combined Investment Yield	1.611393%
Beginning Date	31-May-18	Arbitrage Yield	6.363243%
Computation Date	31-May-19	Total Earnings	\$ 876.61

Date	Receipts	Payments	Earnings	Balance	Future Value at Arbitrage Yield	Present Value at Investment Yield
31-May-18	\$ -	\$ (191,873.05)	\$ (41.50)	\$ 191,873.05	\$ (204,320.81)	\$ 191,914.55
01-Jun-18			40.60	191,873.05	43.22	(40.60)
04-Jun-18		(48.71)		191,921.76	(51.82)	48.71
08-Jun-18			0.90	191,921.76	0.96	(0.90)
08-Jun-18		(0.90)		191,922.66	(0.96)	0.90
26-Jun-18		(449.30)		192,371.96	(476.19)	449.20
02-Jul-18			39.34	192,371.96	41.65	(39.33)
03-Jul-18		(48.62)		192,420.58	(51.47)	48.61
09-Jul-18		(449.30)		192,869.88	(475.11)	449.15
13-Jul-18			0.90	192,869.88	0.95	(0.90)
13-Jul-18		(0.90)		192,870.78	(0.95)	0.90
30-Jul-18		(449.30)		193,320.08	(473.38)	449.08
01-Aug-18			48.72	193,320.08	51.32	(48.70)
02-Aug-18		(66.11)		193,386.19	(69.63)	66.08
13-Aug-18			0.98	193,386.19	1.03	(0.98)
13-Aug-18		(0.98)		193,387.17	(1.03)	0.98
04-Sep-18			49.14	193,387.17	51.47	(49.10)
05-Sep-18		(71.89)		193,459.06	(75.28)	71.83
07-Sep-18		(434.09)		193,893.15	(454.42)	433.74
20-Sep-18		(434.09)		194,327.24	(453.39)	433.69
24-Sep-18			0.97	194,327.24	1.01	(0.97)
24-Sep-18		(0.97)		194,328.21	(1.01)	0.97
01-Oct-18			47.70	194,328.21	49.73	(47.65)
02-Oct-18		(74.00)		194,402.21	(77.13)	73.92
03-Oct-18		(139,148.89)		333,551.10	(145,007.18)	139,006.31
15-Oct-18			1.28	333,551.10	1.33	(1.28)
15-Oct-18		(1.28)		333,552.38	(1.33)	1.28
29-Oct-18		(449.30)		334,001.68	(466.10)	448.74
01-Nov-18	214,366.37			119,635.31	222,305.65	(214,096.75)
01-Nov-18			82.58	119,635.31	85.64	(82.48)
02-Nov-18		(116.43)		119,751.74	(120.72)	116.28
21-Nov-18			1.06	119,751.74	1.10	(1.06)
21-Nov-18		(1.06)		119,752.80	(1.10)	1.06
30-Nov-18		(868.18)		120,620.98	(895.80)	866.88
03-Dec-18			29.40	120,620.98	30.32	(29.36)
04-Dec-18		(40.06)		120,661.04	(41.31)	40.00
10-Dec-18		(434.09)		121,095.13	(447.12)	433.40
20-Dec-18			1.05	121,095.13	1.08	(1.05)
20-Dec-18		(1.05)		121,096.18	(1.08)	1.05
20-Dec-18		(434.09)		121,530.27	(446.35)	433.37
02-Jan-19			30.73	121,530.27	31.53	(30.68)
03-Jan-19		(52.38)		121,582.65	(53.74)	52.29
10-Jan-19		(349,985.09)		471,567.74	(358,615.57)	349,343.92

Date	Receipts	Payments	Earnings	Balance	Future Value at Arbitrage Yield	Present Value at Investment Yield
15-Jan-19			1.15	471,567.74	1.18	(1.15)
15-Jan-19		(1.15)		471,568.89	(1.18)	1.15
01-Feb-19		(12,834.03)		484,402.92	(13,102.55)	12,808.28
01-Feb-19			94.13	484,402.92	96.10	(93.94)
04-Feb-19		(121.45)		484,524.37	(123.93)	121.20
14-Feb-19		(868.18)		485,392.55	(884.34)	866.34
20-Feb-19			1.20	485,392.55	1.22	(1.20)
20-Feb-19		(1.20)		485,393.75	(1.22)	1.20
21-Feb-19		(434.09)		485,827.84	(441.63)	433.15
28-Feb-19		(44,217.69)		530,045.53	(44,931.24)	44,119.03
01-Mar-19			111.88	530,045.53	113.63	(111.63)
04-Mar-19		(141.78)		530,187.31	(143.92)	141.46
08-Mar-19		(434.09)		530,621.40	(440.33)	433.09
19-Mar-19			1.08	530,621.40	1.09	(1.08)
19-Mar-19		(1.08)		530,622.48	(1.09)	1.08
01-Apr-19			135.04	530,622.48	136.43	(134.70)
02-Apr-19		(176.63)		530,799.11	(178.42)	176.19
04-Apr-19		(7,023.60)		537,822.71	(7,092.37)	7,005.83
12-Apr-19		(434.09)		538,256.80	(437.73)	432.96
18-Apr-19			1.20	538,256.80	1.21	(1.20)
18-Apr-19		(1.20)		538,258.00	(1.21)	1.20
22-Apr-19		(434.09)		538,692.09	(436.97)	432.93
29-Apr-19		(123,818.27)		662,510.36	(124,487.96)	123,479.21
30-Apr-19		(868.18)		663,378.54	(872.72)	865.80
01-May-19	435,420.00			227,958.54	437,622.72	(434,220.41)
01-May-19			134.45	227,958.54	135.13	(134.08)
02-May-19		(178.86)		228,137.40	(179.73)	178.37
03-May-19		(8,960.06)		237,097.46	(9,002.25)	8,935.23
16-May-19			1.14	237,097.46	1.14	(1.14)
16-May-19		(1.14)		237,098.60	(1.14)	1.14
24-May-19		(2,922.96)		240,021.56	(2,926.01)	2,914.35
31-May-19	240,021.56		61.49	0.00	240,083.05	(239,363.75)
Totals					\$ (17,877.04)	\$ 0.00

Schedule D
Rebatable Arbitrage Liability Computation
Prepayment Fund

Amelia National Community Development District
\$9,360,000 Capital Improvement Revenue Bonds, Series 2004A

Issue Date	21-Jun-04	Combined Investment Yield	1.611393%
Beginning Date	31-May-18	Arbitrage Yield	6.363243%
Computation Date	31-May-19	Total Earnings	\$ 299.48

Date	Receipts	Payments	Earnings	Balance	Future Value at Arbitrage Yield	Present Value at Investment Yield
31-May-18	\$ -	\$ (42,790.20)	\$ (8.11)	\$ 42,790.20	\$ (45,564.99)	\$ 42,798.31
01-Jun-18			8.11	42,790.20	8.63	(8.11)
26-Jun-18		(14,263.40)		57,053.60	(15,116.91)	14,260.33
02-Jul-18			9.28	57,053.60	9.83	(9.28)
09-Jul-18		(14,263.40)		71,317.00	(15,082.75)	14,258.80
30-Jul-18		(14,263.40)		85,580.40	(15,027.74)	14,256.32
01-Aug-18			17.39	85,580.40	18.32	(17.38)
09-Aug-18		(5,000.00)		90,580.40	(5,259.69)	4,997.15
04-Sep-18			22.75	90,580.40	23.83	(22.73)
07-Sep-18		(13,780.73)		104,361.13	(14,426.03)	13,769.68
20-Sep-18		(13,780.73)		118,141.86	(14,393.43)	13,768.20
01-Oct-18			26.30	118,141.86	27.42	(26.27)
03-Oct-18		(14,263.40)		132,405.26	(14,863.90)	14,248.90
29-Oct-18		(14,263.40)		146,668.66	(14,796.81)	14,245.84
01-Nov-18	104,361.13			42,307.53	108,226.25	(104,230.89)
01-Nov-18			33.85	42,307.53	35.10	(33.81)
30-Nov-18		(27,561.46)		69,868.99	(28,438.36)	27,520.46
03-Dec-18			10.66	69,868.99	10.99	(10.64)
10-Dec-18		(13,780.73)		83,649.72	(14,194.46)	13,759.09
20-Dec-18		(13,780.73)		97,430.45	(14,169.78)	13,757.96
02-Jan-19			21.65	97,430.45	22.21	(21.61)
10-Jan-19		(13,780.73)		111,211.18	(14,120.56)	13,755.68
01-Feb-19			27.32	111,211.18	27.89	(27.27)
14-Feb-19		(27,561.46)		138,772.64	(28,074.53)	27,503.63
21-Feb-19		(13,780.73)		152,553.37	(14,020.18)	13,751.02
01-Mar-19			29.90	152,553.37	30.37	(29.83)
08-Mar-19		(13,780.73)		166,334.10	(13,978.77)	13,749.09
01-Apr-19			41.59	166,334.10	42.02	(41.49)
12-Apr-19		(13,780.73)		180,114.83	(13,896.31)	13,745.22
22-Apr-19		(13,780.73)		193,895.56	(13,872.15)	13,744.08
30-Apr-19		(27,561.46)		221,457.02	(27,705.71)	27,486.35
01-May-19	165,000.00			56,457.02	165,834.71	(164,548.97)
01-May-19			44.41	56,457.02	44.63	(44.29)
31-May-19	56,457.02		14.38	0.00	56,471.40	(56,303.53)
Totals					\$ (6,169.46)	\$ 0.00

AMELIA NATIONAL COMMUNITY DEVELOPMENT DISTRICT

Public Hearing on the Amendment to the Rules & Procedure for the District

- a) Public Comments and Testimony
- b) Board Comments
- c) Consideration of Resolution 2020-01,
Adopting the Rules & Procedure for the
District

RESOLUTION 2020-01

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

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

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

WHEREAS, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Rules of Procedure attached hereto as **Exhibit A** for immediate use and application; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE AMELIA NATIONAL COMMUNITY DEVELOPMENT DISTRICT:

1. **ADOPTING RULES OF PROCEDURE.** The Rules of Procedure, attached hereto as Exhibit A, are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Rules of Procedure shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, Florida Statutes.
2. **SEVERABILITY.** If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.
3. **EFFECTIVE DATE.** This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this _____ day of October, 2019

ATTEST:

**AMELIA NATIONAL COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/Assistant Secretary

Chairman/Vice Chairman

Exhibit A: Rules and Procedure

Exhibit A

**RULES OF PROCEDURE
AMELIA NATIONAL COMMUNITY DEVELOPMENT DISTRICT**

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Rule 1.0 General.

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

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

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

Rule 1.1 Board of Supervisors; Officers and Voting.

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

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

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

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

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the

Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

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

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

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

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

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

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

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

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

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

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of an individual who is qualified to perform the labor. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in the section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. After the request has been fulfilled, additional payments or credits may be due.
- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.

- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.

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

Law Implemented: §§ 190.006, 119.07, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.417 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (407) 382-3256. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, 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 noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare a notice and an agenda of the meeting/hearing/workshop. The notice and agenda shall be available to the public at least seventy-two (72) 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
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) District Manager
 - 1. Financial Report
 - 2. Approval of Expenditures
- Supervisor’s requests and comments
- Public comment
- Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board’s consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office.

Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.

- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however,

at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.

- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
 - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorneys 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, 286.011, 286.0114, Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.

- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.

 - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.

- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District’s statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing

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

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

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

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

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

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

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

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

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

Rule 3.0 Competitive Purchase.

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

- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
 - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances

where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

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

- (o) “Request for Proposals” or “RFP” is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
 - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;
 - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
 - (viii) Whether the entity/individual is a certified minority business enterprise.

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

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

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

Rule 3.1 Procedure Under The Consultants' Competitive Negotiations Act.

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

- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
 - (a) Hold all required applicable federal licenses in good standing, if any;
 - (b) Hold all required applicable state professional licenses in good standing;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

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

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. Consultants who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail. The Board has the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not

receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

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

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

(5) Competitive Negotiation.

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

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

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

Law Implemented: §§ 119.07, 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts.

(1) Definitions.

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

(2) Establishment of Audit Committee. Prior to a public announcement under section (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 individuals, some or all of whom may also serve as members of the Board. 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 section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

- (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:
 - (i) Hold all required applicable federal licenses in good standing, if any;
 - (ii) Hold all required applicable state professional licenses in good standing;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with

Chapter 607 of the Florida Statutes, if the proposer is a corporation; and

- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

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

- (b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
 - (i) Ability of personnel;
 - (ii) Experience;
 - (iii) Understanding of scope of work;
 - (iv) Ability to furnish the required services; and
 - (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 section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (5) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.
- (6) Committee’s Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of

the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.

(7) Board Selection of Auditor.

- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm.
- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

(8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by

both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:

- (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than July 1 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 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.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.07, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

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

Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

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

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

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

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

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

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

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

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

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

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

Rule 3.5 Construction Contracts, Not Design-Build.

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

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

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects such as safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

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

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

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

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

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of construction services, 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 in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

Law Implemented: §§ 119.07, 189.4221, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

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

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

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects such as safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

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

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting, and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) proposals 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.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Failing accord with the second most qualified firm, the Board must terminate negotiations. The Board shall then undertake negotiations with the third most qualified 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 or the list of firms is exhausted.
 9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
 10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package, and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
 - (5) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;

- (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

Law Implemented: §§ 119.07, 189.4221, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work, and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.

- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.

- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

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

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

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

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

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

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

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

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) bids, proposals, replies, 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 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever period is longer.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

Law Implemented: §§ 189.4221, 190.033, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

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

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

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

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

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

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of maintenance services, 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 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) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

Law Implemented: §§ 119.07, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.

- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.07, 190.011(3), 190.033, Fla. Stat.

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

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

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (c) If disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, the Board may require any person who files a notice of protest to 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 that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;
 - (b) Rule upon offers of proof and receive relevant evidence;
 - (c) Regulate the course of the hearing, including any pre-hearing matters;
 - (d) Enter orders; and
 - (e) Make or receive offers of settlement, stipulation, and adjustment.

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

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

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

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

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

Rule 4.0 Effective Date.

These Rules shall be effective July 10, 2014, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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

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

**AMELIA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

Review of Landscape MEMO and Proposal for
Plants in the Front Entrance

17 Sept. 2019

MEMO

TO: CDD BOARD MEMBERS

FROM: STEVE KEARNEY

RE: LANDSCAPING

As I reported to you a couple of months ago, I met with Tom Livingston of Martex Services Landscape Management to discuss our plantings type and design. Our Ad Hoc Committee chose our next iteration which will go into the ground in October, and I think that you will be pleased. At this meeting it was brought to my attention that our (Amelia National) entrance was not as attractive as some of the communities on the Concourse – read North Hampton and others. Martex takes care of some of these communities. Tom allowed that these other communities had more planting area to produce a more dramatic appearance. I asked him for a proposal that would make Amelia National pop.

Enclosed you will find line drawings for our main median and for changing a flower bed from the curb to under the Amelia National sign. He has given us an impressive picture of what it would look like and a cost estimate for the project. I have asked Vivian to include this on our October agenda so we can discuss and hopefully find consensus. See you on the 10th.

SK



July 29, 2019
Amelia National CDD

Contract No. - 6028

Enlarge front entry flower bed at center median (approximately an additional 240 square feet). Includes removal and disposal of Shillings yaupon holly, and adding soil to mound bed. **This will impact future rotations by \$1,000.00 each.

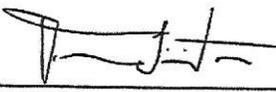
Relocate corner bed to the base of the front entry sign. Fill in old bed at corner with sod. Includes removal and disposal of some azaleas. Recommend leaving Japanese yew at base of sign for backdrop.

ITEM	QTY	UNIT PRICE	TOTAL PRICE
Seasonal Flowers	540.00	\$1.85	\$999.00
Top Soil (covers approx. 100-125 sq.ft. @ 2" depth)	6.00	\$46.67	\$279.99
Landscaping Labor	4.00	\$35.01	\$140.03
Bobcat with operator	2.00	\$93.54	\$187.08
Sod - Zoysia	1.00	\$427.38	\$427.38
			\$2,033.48

WORK ORDER SUMMARY

SERVICES	SALES TAX	TOTAL PRICE
Landscape Work	\$0.00	\$2,033.48
		\$0.00
		\$2,033.48

Sale	\$2,033.48
Sales Tax	\$0.00
Total	\$2,033.48

By 
Tom Livingston

Date 7/29/2019
Martex

By _____
Date _____
Amelia National CDD

AMELIA NATIONAL FLOWER DESIGN LAYOUTS



EXISTING



PROPOSED

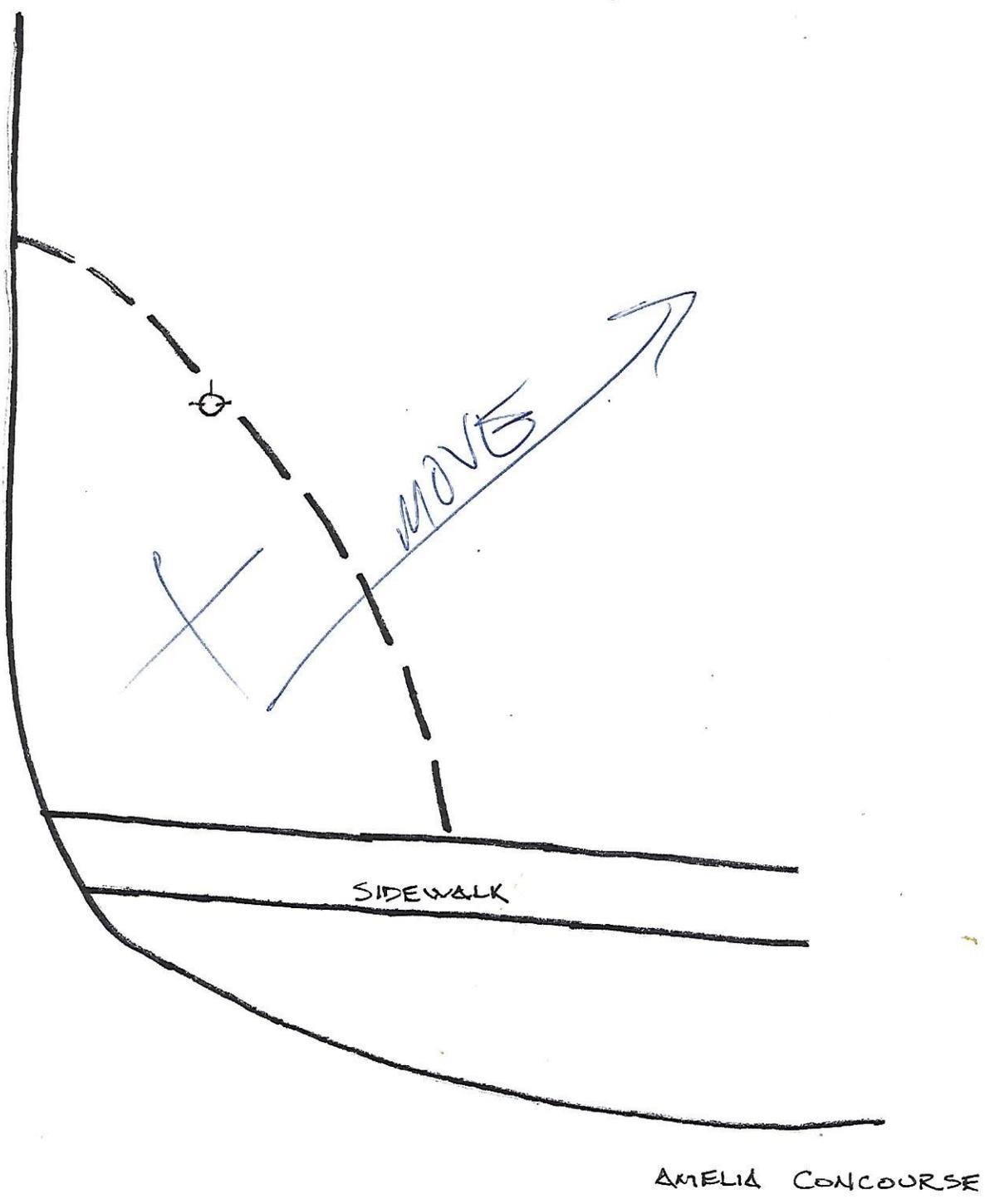
AMELIA NATIONAL FLOWER DESIGN LAYOUTS



EXISTING

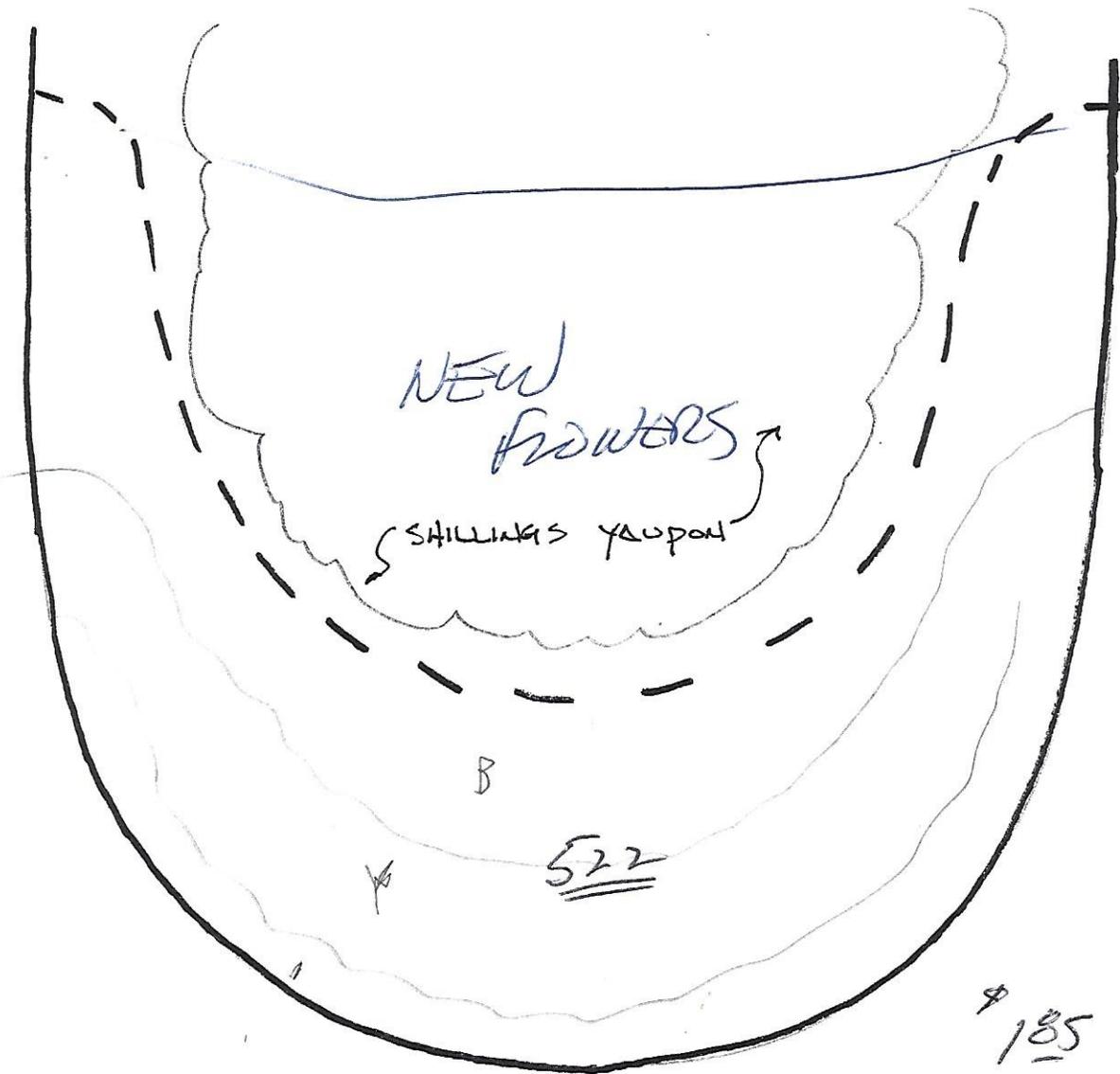


PROPOSED



1417 Avery Rd. # 200 Amelia Island, FL 32034
904-261-5364 Fax 904-261-0821

Job Name: AMELIA NATIONAL CDD	
Description: BASE MAP FLOWER BED ENTRY CORNER	
Scale: NOT TO SCALE	Sheet No. _____ of _____
Date: _____	Job No. _____



\$ 185 PLANT

BIO TOTAL
\$ 1498.50



1417 Avery Rd. # 200 Amelia Island, FL 32034
 904-261-5364 Fax 904-261-0821

Job Name: AMELIA NATIONAL CDD	
Description: BASE MAP FLOWER BED - FRONT ENTRANCE	
Scale:	Sheet No. of CENTER MEDIAN TIP
Date:	Job No.

**AMELIA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

Review & Consideration of the ADA
Compliance Agreement for Auditing
Services

**AGREEMENT BETWEEN THE AMELIA NATIONAL COMMUNITY
DEVELOPMENT DISTRICT AND NEWAGETUTORS LLC, D/B/A
VGLOBALTECH, FOR WEBSITE AUDITING, REMEDIATION,
AND MAINTENANCE SERVICES**

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

AMELIA NATIONAL COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government, established and existing pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 12051 Corporate Boulevard, Orlando, Florida 32817 (the "**District**"), and

NEWAGETUTORS LLC, D/B/A VGLOBALTECH, a Florida limited liability company, with a mailing address of 636 Fanning Drive, Winter Springs, Florida 32708 ("**Contractor**").

RECITALS

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

WHEREAS, pursuant to section 189.069, *Florida Statutes*, the District must maintain an official website containing, at minimum, the statutorily required information ("**Website**"); and

WHEREAS, the District has a need to obtain a qualified independent contractor to perform audits of the Website to ensure compliance with the accessibility requirements of Title II of the Americans with Disabilities Act ("**ADA**") based on federally recommended ADA best practices for state and local governments as promulgated by federal law and rulemaking, including but not limited to Web Content Accessibility Guidelines 2.0 and 2.1 Level AA, as the same may be amended and updated from time to time (as amended and updated from time to time, "**WCAG**"), and to remediate or otherwise convert the Website and to routinely audit the same to ensure continued compliance with the WCAG, and to perform ongoing maintenance of the website, all as more particularly described herein and in the proposal attached hereto as **Exhibit A** and made a part herein (together, the "**Services**"); and

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

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

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

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

SECTION 2. SCOPE OF WORK. Contractor shall provide Services in accordance with the terms provided in this Agreement and in **Exhibit A**. Specifically, Services include the following:

A. MAINTENANCE. Contractor shall provide an ongoing maintenance of the Website to ensure continued compliance with WCAG. Specifically, Contractor shall:

- i.** perform quarterly technological and human audits (four times per year) per the Florida Insurance Alliance guidelines, which may be amended or updated from time to time, and provide full audit reports of compliance status, including recommended actions to remedy the findings, if any. Performance of audits shall be conducted by Contractor and its subcontractor, as may be necessary;
- ii.** remediate any insufficiencies found as a result of technological and human audits, including but not limited to performing full compliance checks, automated testing, screen magnifier and reader testing;
- iii.** provide Contractor's ADA compliance shield(s), such as the Digital Asset Technical Compliance Seal and the Human Audit Seal, which shall renew on a quarterly basis, for display and use on the Website;
- iv.** ensure that the Website and any new content uploaded to the Website is compliant with WCAG and other federally recommended guidelines; and
- v.** provide all Services described in **Exhibit A** and any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement and **Exhibit A**.

The District and Contractor understand and acknowledge that the Services are in addition to Contractor's previously provided remediation services, which included the conversion of the Website into an ADA compliant format in accordance with WCAG and other federally recommended guidelines, as may be amended from time to time, and continued provision of website accessibility policy demonstrating commitment to accessibility for persons with disabilities. Furthermore, the District and Contractor understand and agree that maintenance services provided in this Section are in addition to any other maintenance service obligations Contractor may have, either directly with the District or with PFM Group Consulting LLC, including but not limited to providing assistive support via regularly corresponding with the District staff regarding remediation of existing or new documents, providing updates to the Website, remediating new documents identified by the District to accessible formats for assistive technologies, including but not limited to new agenda materials, and providing recommendations of remedial actions, as needed.

B. ADDITIONAL SERVICES. In the event the District desires additional work or services provided in this subsection or otherwise, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiation regarding the terms of the additional work, including scope and compensation, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement prior to commencement of any such additional work. The following is a non-exhaustive list of possible additional services that the District may request of Contractor:

- i. performing additional technical and human audit(s) of the Website;
- ii. providing a point of contact to respond to public's requests for Website accommodation;
- iii. converting documents for public records requests received by the District;
- iv. providing any other ADA recommended compliance services requested by the District that Contractor is capable of performing.

C. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services.

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

A. MAINTENANCE. For Contractor's performance of the Services, the District shall pay One Thousand Two Hundred Dollars (\$1,200.00) per year, payable in quarterly installments of Three Hundred Dollars (\$300.00) after each quarterly audit event has been completed.

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

SECTION 4. TERM AND TERMINATION.

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

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

SECTION 5. REPRESENTATIONS, WARRANTIES AND COVENANTS. Contractor represents, warrants, and covenants that (a) the Services will conform to the requirements provided in Section 2 herein and **Exhibit A**; (b) the Services shall be performed by qualified personnel in a professional, prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and other website accessibility compliance standards, including but not limited to WCAG and other federally recommended guidelines, as may be amended from time to time; and (c) neither the Services nor any product provided by Contractor shall infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.

SECTION 6. INTELLECTUAL PROPERTY.

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

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

identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).

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

C. RIGHT TO DISPLAY CONTRACTOR'S COMPLIANCE SHIELD / ACCESSIBILITY POLICY. Pursuant to this Agreement, the Contractor shall provide the District with applicable Compliance Shield(s) and customized accessibility policy, which the District shall display on its Websites and web applications. The District is expressly prohibited from using the compliance shield(s) for any purpose not specifically authorized by this Agreement, and in no event may use such compliance shields for or on behalf of any other party or in connection with any domain name and/or organization name other than those being scanned or serviced in connection with the Services.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO

CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 723-5900, MARTINEZV@PFM.COM, OR AT 12051 CORPORATE BOULEVARD, ORLANDO, FLORIDA, 32817.

SECTION 8. INDEMNITY.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, staff, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents (including, but not limited to Lighthouse Central Florida, Inc., or any other company or individual performing human audits as required by Section 2 of this Agreement) in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. This specifically includes a lawsuit based on lack of ADA compliance or other website compliance insufficiencies. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

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

C. In the event that Contractor assigns its obligations under this Agreement to a third party, Contractor acknowledges and agrees that Contractor shall require such third party to provide indemnification to the District consistent with the requirements of this Section 8.

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

SECTION 10. GENERAL PROVISIONS.

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

B. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement.

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

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

D. DISPUTE RESOLUTION. Before initiating any legal claim or action (except with respect to equitable relief), the parties agree to attempt in good faith to settle any dispute, controversy, or claim arising out of or related to this Agreement or the Services (collectively, "**Dispute**") through discussions which shall be initiated upon written notice of a Dispute by either party to the other. If the parties cannot resolve the Dispute within ten (10) business days, then the parties shall attempt to settle the Dispute by mediation. If mediation is unsuccessful, the parties may then proceed to filing a claim in the appropriate jurisdictional court in accordance with this Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

E. APPLICABLE LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to the principles of conflict of laws. Except for actions seeking injunctive relief (which may be brought in any appropriate jurisdiction), suits under this agreement shall only be brought in a court of competent jurisdiction in the county of Nassau, Florida. This choice of venue is intended by the parties to be

mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section. The District and Contractor waive any right they may have to assert the doctrine of *forum non conveniens* or similar doctrine, or to object to venue with respect to any proceeding brought in accordance with this Section.

F. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

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

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

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

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

If to District: Amelia National Community Development District
12051 Corporate Boulevard
Orlando, Florida 32817
Attn: District Manager

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

Attn: District Counsel

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

J. ENTIRE AGREEMENT. This Agreement, together with **Exhibit A**, sets forth the entire agreement of the parties, and supersedes any prior agreements or statements with respect to the subject matter hereof. No provision of this Agreement may be amended, waived or modified unless the same is set forth in writing and signed by each of the Parties to this Agreement, or their respective successors or assigns.

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

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

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

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

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

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

right to thereafter enforce such provision or to exercise any right or remedy in the event of any other default or breach, whether or not similar.

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

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

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

[SIGNATURES ON NEXT PAGE]

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

ATTEST:

**AMELIA NATIONAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairperson, Board of Supervisors

WITNESS:

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

Print Name:

By: Vaibhav V. Joshi, Owner

Exhibit A: Proposal for Services

Exhibit A

Proposal for Service



Technical & Human Audit Proposal for Public Facing Digital Assets (Software, Websites & Apps)

Goal: Ensure full compliance for people with disabilities as per:



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



WCAG (Web Content Accessibility Guidelines)



Section 508 Stipulations



Florida Insurance Alliance / eGIS Risk Advisors Guidelines

Read more about details of the above list on VGlobalTech's website. All ADA requirements and information on these topics has been compiled in one place for our clients.

URL: <https://vglobaltech.com/website-compliance/>

Version Log:

Date	Version#	Comments	Author
April 11, 2019	1.0	Technical and Human Audit	VB Joshi
April 12, 2019	1.1	Added 3 Options	VB Joshi
April 12, 2019	1.2	Added compliance process flow	VB Joshi

Your website gets 2 Compliance Seals VGlobalTech's Technical Compliance Seal & Human Audit Compliance Seal



VGlobalTech is the ADA, WCAG Compliance Expert, with over 100 ADA & WCAG compliant websites created (...and counting) to-date! We have partnered with a non-profit agency to conduct Human Audit and Certification Seal.

Working together with your company we wish to add social value to the community we live in!

COPYRIGHT ©: This proposal is solely created by VGlobalTech team for its customers and cannot be reproduced, copied, modified or distributed (including forwarding to other customers, competitors, web designers etc.) without the written consent of VGlobalTech. Any violations shall be prosecuted.

VGlobalTech.com ~ Experience Innovation

Page 2 of 11

Your strategic partner for Web Design, Software, Marketing, and SEO solutions.

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

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

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1.0 The Law

Please familiarize your team with the Florida Statute 189.069 Special districts; required reporting of information; web-based public access. Source:

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0189/Sections/0189.069.html

2.0 ADA & WCAG Compliance

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

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

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

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

The World Wide Web Consortium (W3C) sets the main international standards for the World Wide Web and its accessibility. W3C created the Web Content Accessibility Guidelines (WCAG 2.0 and 2.1) which are similar to Section 508, but on an international level. WCAG 2.0 and 2.1 requires specific techniques for compliance and is more current than Section 508.

Source: <https://www.w3.org/WAI/standards-guidelines/wcag/>

3.0 Quarterly Technical & Human Audit Testing

This audit is as per the Florida Insurance Alliance, eGIS Insurance Advisors and other insurance guidelines. Please check with your insurance agency for specific requirements. Read more here: https://vglobaltech.com/wp-content/uploads/2019/03/FIA_ADA_Guidelines-2019-2020.pdf

VGlobalTech team is trained and well aware of ADA and WCAG 2.x Compliance guidelines. VGlobalTech has partnered with a local agency for the visually impaired – LightHouse Works. LightHouse has developed a unique program for digital accessibility that is run by visually impaired personnel that are highly skilled in human auditing of websites and software as per the section 508 stipulations. Read more about our partnership here: <https://vglobaltech.com/website-compliance/>



Together we are now able to provide **not one but two** compliance seals for all our customers. Details of the compliance seals are below.

3.1 Digital Asset Technical Compliance Seal:



VGlobalTech in-house technical team shall remediate / test the website / software for ADA, WCAG compliance. VGlobalTech's technical design & development team is fully aware of the Americans with Disability Act (ADA), Web Content Accessibility Guidelines (WCAG), Section 508 of the Rehabilitation Act of 1973 and overall the design principles of a professional, accessible, functional and responsive web design. The entire team has taken dedicated time and efforts to learn these design principles first hand. Our purpose is clear – **Universal, Creative Web design that works for everyone, everywhere and every time!**

3.2 Human Audit Seal:



LightHouse Works' visually impaired personnel shall actually test the website for compliance as per the section 508 and ADA requirements. The VGlobalTech technical team shall remediate any points discovered by LightHouse team and send the site for re-certification. Upon satisfactory completion LightHouse shall provide the Human Audit Seal that will be specific to the site and the VGlobalTech team shall put the seal on the site. This is an added layer of true Human Audit testing that provides full ADA compliance.

4.0 Compliance Process Flow:



5.0 Pricing Options

Option 1 (recommended):

**Quarterly Technical & Human Audits:
\$1200 / Four Audits**

- ✓ Covers all technical AND human audit aspects as per industry experts
- ✓ Discounted to cover both audits together
- ✓ Compliance seals renewed after every audit
- ✓ Ensure site and new content is in compliance with ALL standards
- ✓ Peace of mind

**AMELIA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

Discussion of Agenda Distribution List

**AMELIA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

Discussion of Pond Seven Aeration

AMELIA NATIONAL COMMUNITY DEVELOPMENT DISTRICT

Discussion of Protocols, Procedures, Oversight
& Compliance on Future Projects

**AMELIA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

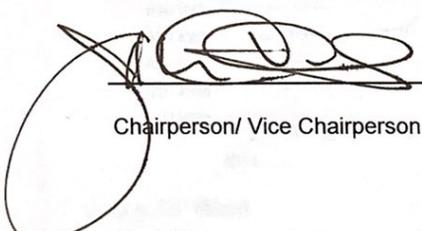
Ratification of Payment Authorizations
2019-34- 2019-35 & 2019-37- 2019-39

**AMELIA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 2019-34
7/29/2019

Item No.	Payee	Invoice #	FY19 General Fund
1	Board of Supervisors Meeting 7/11/19		
	Stephen Kearney	-	\$ 200.00
	Anna Jowers	-	\$ 200.00
	John Calkins	-	\$ 200.00
2	FPL acct 83521-45521 June 18-July 18, 2019	-	\$ 58.12
3	PFM District Management Fee July 2019	DM-07-2019-0001	\$ 833.33
	Website Fee July 2019	DM-07-2019-0002	\$ 75.00
Total			\$1,566.45

Secretary/Assistant Secretary


Chairperson/ Vice Chairperson

7/29/19

Amelia National COMMUNITY DEVELOPMENT DISTRICT

Date of Meeting: July 11, 2019

(\$200.00 per Supervisor per Meeting)

Board Members:	Present	Absent	Fee
Kelly McCarrick	<u>✓</u>	<u> </u>	\$200.00 ✓
Stephen Kearney	<u>✓</u>	<u> </u>	\$200.00 ✓
Anna Jowers	<u>✓</u>	<u> </u>	\$200.00 ✓
Laura Dubberly	<u> </u>	<u>✓</u>	\$200.00 ✓
John C. Calkins	<u>✓</u>	<u> </u>	\$200.00 ✓
Total:			\$600.00 \$600.00

001-051-1000-13-01

Approved For Payment:



 Chairman / Secretary

July 11, 2019
 Date



FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

AMELIA NATIONAL COMMUNITY DEVELOPMENT
DISTRICT
12051 CORPORATE BLVD
ORLANDO FL 32817-1450

Jul 18, 2019 Electric Bill

For: Jun 18, 2019 to Jul 18, 2019 (30 days)
Service Address
95005 AMELIA NATIONAL PKWY # ENTRANCE
FERNANDINA BEACH, FL 32034
CHAMPAGNEA@PFM.COM
Account Number 83521-45521

Questions? Contact Us
Reliable energy is affordable energy.
Learn how we save you money at fpl.com/savings

**Hello Amelia National Community Development District,
Here's what you owe for this billing period.**

Amount of your last bill	\$61.57
Payments	-\$61.57
New charges due by Aug 8, 2019	\$58.12
Total amount you owe	\$58.12

Amount of your last bill	61.57
Payment received - Thank you	-61.57
Balance before new charges	\$0.00
NEW CHARGES	
Rate: RS-1 RESIDENTIAL SERVICE	
Customer charge:	\$8.28
Non-fuel: (First 1000 kWh at \$0.066850) (Over 1000 kWh at \$0.077400)	\$35.76
Fuel: (First 1000 kWh at \$0.022270) (Over 1000 kWh at \$0.032270)	\$11.91
Electric service amount	55.95
Storm charge	0.72
Gross receipts tax	1.45
Taxes and charges	2.17
Total new charges	\$58.12
Total amount you owe	\$58.12

001-053-1000-4301

Meter Summary

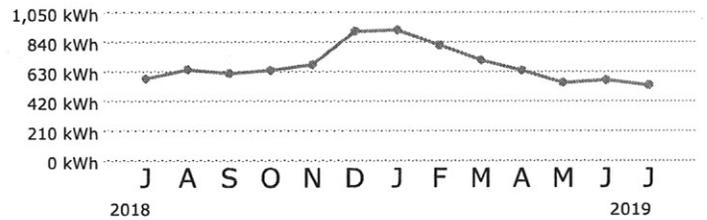
Meter reading - Meter ACD3605 Next meter reading Aug 19, 2019
Current reading 70524
Previous reading -69989

kWh used 535

Energy Usage Comparison

	This Month	Last Month	Last Year
	Jul 18, 2019	Jun 18, 2019	Jul 19, 2018
Service to kWh Used	535	572	582
Service days	30	32	30
kWh/day	18	18	19
Amount	\$58.12	\$61.57	\$60.97

Energy Usage History



Keep In Mind

- Payments received after August 08, 2019 are considered late; a late payment charge, the greater of \$5.00 or 1.5% of your past due balance will apply. Your account may also be billed a deposit adjustment.
- Don't let the summer heat up your bill. During the summer your A/C works longer. Set your thermostat to 78 degrees to save money. Learn more at FPL.com/SummerIsHere.
- The storm charge on your August bill will be removed to reflect final payment of bonds issued during the 2004 and 2005 hurricane restoration effort. There will be a true-up on a future bill, subject to Florida Public Service Commission approval. Learn more: FPL.com/rates.

Preventing outages in a flash

July is the peak of lightning season. See what we're doing to prevent this natural phenomenon from causing interruptions. [Learn more](#)

Hassle-free solar option

With no upfront costs, contracts or installation, FPL SolarTogether is an easy and affordable solar alternative. [Learn how](#)

Don't let the summer heat up your bill

During the summer your A/C works harder. Set your thermostat to 78°F to save money. [Ways to save](#)

Useful Links

- [Billing and service details](#)
- [Energy News](#)
- [View back of the bill](#)

Important Numbers

- Customer Service: 1-800-226-3545
- Outside Florida: 1-800-226-3545
- To report power outages: 1-800-4OUTAGE (468-8243)
- Hearing/speech impaired: 711 (Relay Service)



Amelia National Community Development District
champagnea@pfm.com

95005 AMELIA NATIONAL PKWY # ENTRANCE
Fernandina Beach, FL 32034
Account #: 8352145521

Thank you for your payment!

Your payment was made on **Jul 19, 2019 01:31 PM EST.**

An email of your payment has been
sent to **champagnea@pfm.com**

Total Payment Amount	\$58.12
Electric Payment	\$58.12
Payment Date	Jul 19, 2019
Bank Account	*****9799
Confirmation Number	2001331

Payment Terms & Conditions

- You authorize FPL to make a withdrawal from your bank account to pay the FPL bill for the account listed above.
- You are the bank account holder or an authorized agent for the bank account listed above.
- Your bank account is with a U.S. bank, and you understand that your bank may charge for this service.
- Your payment will be debited from your bank account on or about the same day you make your payment online.



Date	Invoice Number
July 22, 2019	DM-07-2019-0001
Payment Terms	Due Date
Upon Receipt	July 22, 2019

Bill To:
Amelia National CDD
c/o PFM Group Consulting District Accounting
Department
12051 Corporate Blvd
Orlando, FL 32817
United States of America

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

RE: District Management Fee: July 2019

Total Amount Due

\$833.33

001-051-3000-31-02

RECEIVED JUL 22 2019



Date	Invoice Number
July 22, 2019	DM-07-2019-0002
Payment Terms	Due Date
Upon Receipt	July 22, 2019

Bill To:
Amelia National CDD
c/o PFM Group Consulting District Accounting
Department
12051 Corporate Blvd
Orlando, FL 32817
United States of America

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

RE: Website Fee - July, 2019

Total Amount Due

\$75.00

001-051-3000-49-11

RECEIVED JUL 22 2019

AMELIA NATIONAL COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization 2019-35

8/5/2019

Item No.	Payee	Invoice #	FY19 General Fund
1	Future Horizons, Inc. Aquatic Week Control July 2019	59465	\$ 2,437.50
2	Leland Management, Inc. Management Fee June 2019	-	\$ 650.00
3	Martex Services Seasonal Flowers Installed	7348	\$ 1,508.21
4	PFM Group Consulting, LLC		
	April 2019 Fedex	OE-EXP-00244	\$ 34.68
	March 2019 Postage	OE-EXP-00240	\$ 6.60
	April 2019 Postage	OE-EXP-00241	\$ 13.89
	May 2019 Postage	OE-EXP-00242	\$ 4.00
	March 2019 Fedex	OE-EXP-00243	\$ 4.10
Total			\$4,658.98

Secretary/Assistant Secretary



Chairperson/ Vice Chairperson

8/5/19

Future Horizons, Inc.

403 North First Street
 P O Box 1115
 Hastings, FL 32145-1115

INVOICE

Invoice Number: 59465
 Invoice Date: Jul 31, 2019
 Page: 1

Voice: 800-682-1187
 Fax: 904-692-1193

Bill To:
Amelia National CDD c/o Public Financial Mgmt.Inc 12051 Corporate Blvd Orlando, FL 32817

Ship to:
Aquatic Weed Control Services

Customer ID	Customer PO	Payment Terms	
Amelia04	Per Contract	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Hand Deliver		8/30/19

Quantity	Item	Description	Unit Price	Amount
1.00	Aquatic Weed Control	Aquatic Weed Control services performed within Amelia National in the month of July, 2019	2,437.50	2,437.50

Subtotal	2,437.50
Sales Tax	
Freight	
Total Invoice Amount	2,437.50
Payment/Credit Applied	
TOTAL	2,437.50

Check/Credit Memo No:

Overdue invoices are subject to finance charges.



INVOICE

Date	Invoice No.
07/29/19	7348
Terms	Due Date
Net 30	08/28/19

BILL TO
PM Fishkind Fishkind & Associates, Inc. 12051 Corporate Blvd. Orlando, FL 32817

PROPERTY
Amelia National CDD Amelia National CDD Fernandina Beach, FL

Amount Due	Enclosed
\$1,508.21	

Please detach top portion and return with your payment.

QTY	ITEM	UNIT PRICE	EXT PRICE	LINE TOTAL
	#3704 - Maintenance Contract RENEWAL			\$1,508.21
	<i>Seasonal flowers installed</i>			<i>\$1,508.21</i>
Total				\$1,508.21
Credits/Payments Applied				\$0.00
Balance Due				\$1,508.21

1417 Avery Road
 Fernandina Beach, FL 32034

www.martexlandscape.com



Date	Invoice Number
July 26, 2019	OE-EXP-00244
Payment Terms	Due Date
Upon Receipt	July 26, 2019

Bill To:
Amelia National CDD
c/o PFM Group Consulting District Accounting
Department
12051 Corporate Blvd
Orlando, FL 32817
United States of America

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

RE: April 2019 Fedex - \$34.68

Total Amount Due

\$34.68

RECEIVED JUL 31 2019



Amelia National

Invoice Number	Invoice Date	Account Number	Page
6-546-68614	May 09, 2019	0191-4396-1	2 of 3

FedEx Ground Shipment Summary By Payor Type

FedEx Ground Shipments (Original)

	Date	Shipments	Rated Weight lbs	Transportation Charges	Other Handling Charges	Ret Chg/Tax Credits/Other	Discounts	Total Charges	
Ground-Prepaid	04/26	3	3	27.59	33.73		-3.68	57.64	
	04/30	1	1	7.85	0.57			8.42	
								Ground-Prepaid Subtotal	\$66.06
Total FedEx Ground		4	4	\$35.44	\$34.30		-\$3.68	\$66.06	

TOTAL THIS INVOICE **USD** **\$66.06**

FedEx Ground Prepaid Detail (Original)

Ship Date: Apr 26, 2019	Cust. Ref.: Parker, WGV, Silverleaf, Towne park	P.O.#:
Payor: Shipper	Dept.#:	

The Earned Discount for this ship date has been calculated based on a revenue threshold of USD 233,269.00

	Sender	Recipient		
Tracking ID	775068159590		Transportation Charge	9.68
Service Type	Ppd, Domestic	U.S. BANK, N.A. - CDD	Earned Discount	-1.06
Zone	06	1200 ENERGY PARK DR	Performance Pricing	-0.59
Packages	1	12051 Corporate Blvd.	Fuel Surcharge	0.58
Rated Weight	1 lbs	ORLANDO FL 32817	Address Correction	16.00
Delivered	May 01, 2019		Total Charge	USD \$24.61

Ship Date: Apr 26, 2019	Cust. Ref.: Amelia, Beach, Cedar, GID, MCID	P.O.#:
Payor: Shipper	Dept.#:	

The Earned Discount for this ship date has been calculated based on a revenue threshold of USD 233,269.00

	Sender	Recipient		
Tracking ID	775068143271		Transportation Charge	9.68
Service Type	Ppd, Domestic	U.S. BANK, N.A. - CDD	Earned Discount	-1.06
Zone	06	1200 ENERGY PARK DR	Performance Pricing	-0.59
Packages	1	12051 Corporate Blvd.	Fuel Surcharge	0.58
Rated Weight	1 lbs	ORLANDO FL 32817	Address Correction	16.00
Delivered	May 01, 2019		Total Charge	USD \$24.61

\$ 4.92

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Amelia National

Invoice Number	Invoice Date	Account Number	Page
6-538-97810	May 02, 2019	0191-4396-1	6 of 9

Tracking ID: 775068312624 continued

Svc Area	A1	Earned Discount	-16.04
Signed by	C.PESANTES	Automation Bonus Discount	-3.78
FedEx Use	000000000/233/_	Fuel Surcharge	1.16
		Total Charge	USD \$15.70

Ship Date: Apr 26, 2019	Cust. Ref.: Blackburn, Silverleaf, Amelia	Ref.#2:
Payor: Shipper	Ref.#3:	

The Earned Discount for this ship date has been calculated based on a revenue threshold of \$ 233269.00
 Fuel Surcharge - FedEx has applied a fuel surcharge of 8.00% to this shipment.
 Distance Based Pricing, Zone 6

Automation	INET	Sender	Recipient
Tracking ID	775070233744	Jennifer Glasgow	Lockbox Services - 12-2657
Service Type	FedEx Priority Overnight	PFM	U.S. Bank, N.A. - CDD
Package Type	Customer Packaging	12051 Corporate Blvd.	EP-MN-01LB
Zone	06	ORLANDO FL 32817 US	SAINT PAUL MN 55108 US
Packages	1		
Rated Weight	1.0 lbs, 0.5 kgs	Transportation Charge	65.99
Delivered	Apr 29, 2019 08:45	Discount	-5.94
Svc Area	A1	Earned Discount	-29.70
Signed by	S.WHITE	Automation Bonus Discount	-6.60
FedEx Use	000000000/1574/_	Fuel Surcharge	1.90
		Total Charge	USD \$25.65

\$8.55

Ship Date: Apr 26, 2019	Cust. Ref.: NO REFERENCE INFORMATION	Ref.#2:
Payor: Shipper	Ref.#3:	

The Earned Discount for this ship date has been calculated based on a revenue threshold of \$ 233269.00
 Fuel Surcharge - FedEx has applied a fuel surcharge of 8.00% to this shipment.
 Distance Based Pricing, Zone 5

Automation	AWB	Sender	Recipient
Tracking ID	813678135702	SUJNY ANAN	SUNNY CHUN
Service Type	FedEx 2Day	PUBLIC FINANCIAL MANAGEMENT	PFM
Package Type	FedEx Large Box	1735 MARKET ST FL 42	190 SOURA LARALLE ST 2000
Zone	05	PHILADELPHIA PA 19103-7502 US	CHICAGO IL 60603 US
Packages	1		
Rated Weight	8.0 lbs, 3.6 kgs	Transportation Charge	45.31
Delivered	Apr 30, 2019 10:07	Discount	-4.08
Svc Area	A1	Earned Discount	-20.39
Signed by	E.WOLGAMOTT	Fuel Surcharge	1.67
FedEx Use	012062296/6046/_	Total Charge	USD \$22.51

Ship Date: Apr 26, 2019	Cust. Ref.: GEN APM	Ref.#2:
Payor: Shipper	Ref.#3:	

The Earned Discount for this ship date has been calculated based on a revenue threshold of \$ 233269.00
 Fuel Surcharge - FedEx has applied a fuel surcharge of 8.00% to this shipment.
 Distance Based Pricing, Zone 5
 Package sent from: 44903 zip code

Automation	AWB	Sender	Recipient
Tracking ID	813678135768	SAMI LUX	PFM AASBO
Service Type	FedEx Priority Overnight	PUBLIC FINANCIAL MANAGEMENT	KWAVE AVP
Package Type	Customer Packaging	1735 MARKET ST FL 42	27200 PERDIDO BEACH
Zone	05	PHILADELPHIA PA 19103-7502 US	ORANGE BEACH AL 36561 US
Packages	1		
Rated Weight	20.0 lbs, 9.1 kgs	Transportation Charge	174.25
Delivered	Apr 29, 2019 11:47	Discount	-15.68
Svc Area	A9	Earned Discount	-78.41
Signed by	K.NADOLNY	Fuel Surcharge	6.64
FedEx Use	011642568/1552/_	DAS Comm	2.85
		Courier Pickup Charge	0.00
		Additional Handling Charge - Package	12.00
		Total Charge	USD \$101.65



Amelia National

Invoice Number 6-538-97810	Invoice Date May 02, 2019	Account Number 0191-4396-1	Page 5 of 9
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Ship Date: Apr 25, 2019
Payor: Shipper

Cust. Ref.: Amelia National / Beach /
Ref.#3: Cedar / Homoka / Vow Ref.#2:

Fuel Surcharge - FedEx has applied a fuel surcharge of 8.00% to this shipment.
Distance Based Pricing, Zone 6

Automation	INET	Sender	Recipient	
Tracking ID	775061720191	Amy Champagne	Tami Abbas	
Service Type	FedEx First Overnight	PFM	US Bank, Lockbox Services-12-2	
Package Type	FedEx Envelope	12051 Corporate Blvd.	EP-MN-01LB	
Zone	06	ORLANDO FL 32817 US	SAINT PAUL MN 55108 US	
Packages	1			
Rated Weight	N/A			
Delivered	Apr 26, 2019 07:08			
Svc Area	A1	Transportation Charge		69.71
Signed by	M.VANG	Fuel Surcharge		5.58
FedEx Use	000000000/7/_	Total Charge	USD	\$75.29

\$15.06

15

Ship Date: Apr 25, 2019
Payor: Shipper

Cust. Ref.: NO REFERENCE INFORMATION Ref.#2:
Ref.#3:

The Earned Discount for this ship date has been calculated based on a revenue threshold of \$ 233269.00
Fuel Surcharge - FedEx has applied a fuel surcharge of 8.00% to this shipment.
Distance Based Pricing, Zone 4
FedEx has audited this shipment for correct packages, weight, and service. Any changes made are reflected in the invoice amount.
We calculated your charges based on a dimensional weight of 7.0 lbs, 12" x 12" x 6", using a dimensional factor of 139.

Automation	INET	Sender	Recipient	
Tracking ID	775065606937	Melissa Erazo	Monica Vincent	
Service Type	FedEx Priority Overnight	PFM	PFM - ANN ARBOR	
Package Type	Customer Packaging	1735 Market St	555 BRIARWOOD CIR	
Zone	04	PHILADELPHIA PA 19103 US	ANN ARBOR MI 48108 US	
Packages	1			
Actual Weight	5.0 lbs, 2.3 kgs	Transportation Charge		90.78
Rated Weight	7.0 lbs, 3.2 kgs	Discount		-8.17
Delivered	Apr 26, 2019 10:11	Earned Discount		-40.85
Svc Area	A1	Automation Bonus Discount		-9.08
Signed by	M.VINCENT	Fuel Surcharge		2.61
FedEx Use	000000000/1530/_	Total Charge	USD	\$35.29

Ship Date: Apr 25, 2019
Payor: Shipper

Cust. Ref.: NO REFERENCE INFORMATION Ref.#2:
Ref.#3:

The Earned Discount for this ship date has been calculated based on a revenue threshold of \$ 233269.00
Fuel Surcharge - FedEx has applied a fuel surcharge of 8.00% to this shipment.
Distance Based Pricing, Zone 4
Package sent from: 60642 zip code

Automation	AWB	Sender	Recipient	
Tracking ID	813678136411	LAWREN BROUT	WENDY LUNDO	
Service Type	FedEx Priority Overnight	PUBLIC FINANCIAL MANAGEMENT	PFM	
Package Type	FedEx Envelope	1735 MARKET ST FL 42	213 MARKET ST	
Zone	04	PHILADELPHIA PA 19103-7502 US	HARRISBURG PA 17101 US	
Packages	1			
Rated Weight	N/A	Transportation Charge		37.09
Delivered	Apr 26, 2019 09:29	Discount		-3.34
Svc Area	A1	Earned Discount		-16.69
Signed by	H.CONTI	Fuel Surcharge		1.36
FedEx Use	011595401/208/_	Total Charge	USD	\$18.42

Ship Date: Apr 26, 2019
Payor: Shipper

Cust. Ref.: NO REFERENCE INFORMATION Ref.#2:
Ref.#3:

The Earned Discount for this ship date has been calculated based on a revenue threshold of \$ 233269.00
Fuel Surcharge - FedEx has applied a fuel surcharge of 8.00% to this shipment.
Distance Based Pricing, Zone 5

Automation	INET	Sender	Recipient	
Tracking ID	775068312624	Gail McKelvie	Lesley Allison	
Service Type	FedEx Standard Overnight	1735 Market Street	PFM	
Package Type	FedEx Envelope	PHILADELPHIA PA 19103 US	300 S. Orange Avenue	
Zone	05		ORLANDO FL 32801 US	
Packages	1			
Rated Weight	N/A	Transportation Charge		37.76
Delivered	Apr 29, 2019 12:05	Discount		-3.40

Continued on next page



Amelia National

Invoice Number 6-525-10764	Invoice Date Apr 18, 2019	Account Number 0191-4396-1	Page 2 of 3
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FedEx Ground Shipment Summary By Payor Type

FedEx Ground Shipments (Original)

	Date	Shipments	Rated Weight lbs	Transportation Charges	Other Handling Charges	Ret Chg/Tax Credits/Other	Discounts	Total Charges
Ground-Prepaid	04/05	2	2	19.36	33.12		-3.30	49.18
	04/08	1	1	9.68	3.77		-1.65	11.80
	04/09	1	1	9.68	16.56		-1.65	24.59
Total FedEx Ground		4	4	\$38.72	\$53.45		-\$6.60	\$85.57
						Ground-Prepaid Subtotal		\$85.57

TOTAL THIS INVOICE USD \$85.57

FedEx Ground Prepaid Detail (Original)

Ship Date: Apr 05, 2019	Cont. Ref.: LRSD, Parker, Silverleaf, Towne	P.O.#:
Payor/Shipper:	Dept. #:	

The Earned Discount for this ship date has been calculated based on a revenue threshold of USD 232,845.68

Tracking ID: 77488834229	Sender: Amanda Lane	Recipient: U.S. BANK, N.A. - CDD	Transportation Charge: 9.68
Service Type: Ppd, Domestic	PFM:	1200 ENERGY PARK DR	Earned Discount: -1.06
Zone: 06	12051 Corporate Blvd.	SAINT PAUL MN 55108-5101	Performance Pricing: -0.59
Packages: 1	ORLANDO FL 32817		Fuel Surcharge: 0.56
Rated Weight: 1 lbs			Address Correction: 16.00
Delivered: Apr 10, 2019			Total Charge USD: \$24.59

Ship Date: Apr 05, 2019	Cont. Ref.: Amelia, Beach, Blackburn, Grove	P.O.#:
Payor/Shipper:	Dept. #:	

The Earned Discount for this ship date has been calculated based on a revenue threshold of USD 232,845.68

Tracking ID: 774888339683	Sender: Amanda Lane	Recipient: U.S. BANK, N.A. - CDD	Transportation Charge: 9.68
Service Type: Ppd, Domestic	PFM:	1200 ENERGY PARK DR	Earned Discount: -1.06
Zone: 06	12051 Corporate Blvd.	SAINT PAUL MN 55108-5101	Performance Pricing: -0.59
Packages: 1	ORLANDO FL 32817		Fuel Surcharge: 0.58
Rated Weight: 1 lbs			Address Correction: 16.00
Delivered: Apr 10, 2019			Total Charge USD: \$24.59

1/4
\$6.15
1/4
\$6.15

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Date	Invoice Number
July 26, 2019	OE-EXP-00240
Payment Terms	Due Date
Upon Receipt	July 26, 2019

Bill To:
Amelia National CDD
c/o PFM Group Consulting District Accounting
Department
12051 Corporate Blvd
Orlando, FL 32817
United States of America

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

Remittance Options:

RE: March 2019 Postage - \$6.60

Total Amount Due

\$6.60

Account Summary Report

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

Meter Group: All Meters

Meter 1W00 - 1376538 OLD at ORLANDO, FL

Meter 4W00 - 0347354 at ORLANDO, FL

Meter Details

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

Account Summary

Account	Sub Account	Pieces	Total Charged
Amelia National CDD		3	\$6.600
Grand Total			\$6.600



Date	Invoice Number
July 26, 2019	OE-EXP-00241
Payment Terms	Due Date
Upon Receipt	July 26, 2019

Bill To:
Amelia National CDD
c/o PFM Group Consulting District Accounting
Department
12051 Corporate Blvd
Orlando, FL 32817
United States of America

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

RE: April 2019 Postage - \$13.89

Total Amount Due

\$13.89

Account Summary Report

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

Meter Group: All Meters

Meter 1W00 - 1376538 OLD at ORLANDO, FL

Meter 4W00 - 0347354 at ORLANDO, FL

Meter Details

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

Account Summary

Account	Sub Account	Pieces	Total Charged
Amelia National CDD		20	\$13.890
Grand Total			\$13.890



Date	Invoice Number
July 26, 2019	OE-EXP-00242
Payment Terms	Due Date
Upon Receipt	July 26, 2019

Bill To:
Amelia National CDD
c/o PFM Group Consulting District Accounting
Department
12051 Corporate Blvd
Orlando, FL 32817
United States of America

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

Federal Tax ID: 81-1642478

RE: May 2019 Postage - \$4.00

Total Amount Due

\$4.00

Account Summary Report

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

Meter Group: All Meters

Meter 1W00 - 1376538 OLD at ORLANDO, FL

Meter 4W00 - 0347354 at ORLANDO, FL

Meter Details

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

Account Summary

Account	Sub Account	Pieces	Total Charged
Amelia National CDD		8	\$4.000
Grand Total			\$4.000



Date	Invoice Number
July 26, 2019	OE-EXP-00243
Payment Terms	Due Date
Upon Receipt	July 26, 2019

Bill To:
Amelia National CDD
c/o PFM Group Consulting District Accounting
Department
12051 Corporate Blvd
Orlando, FL 32817
United States of America

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

Federal Tax ID: 81-1642478

RE: March 2019 Fedex - \$4.10

Total Amount Due

\$4.10



Amelia National

Invoice Number 6-517-59875	Invoice Date Apr 11, 2019	Account Number 0191-4396-1	Page 2 of 3
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FedEx Ground Shipment Summary By Payor Type

FedEx Ground Shipments (Original)

Date	Shipments	Rated Weight lbs	Transportation Charges	Other Handling Charges	Ret Chg/Tax Credits/Other	Discounts	Total Charges
03/28	2	2	19.36	33.12		-3.30	49.18
04/02	1	1	9.36	0.55		-1.51	8.40
04/04	1	1	8.23	3.76		-0.38	11.61
Ground-Prepaid Subtotal							\$69.19
Total FedEx Ground		4	4	\$36.95	\$37.43	-\$5.19	\$69.19

TOTAL THIS INVOICE USD \$69.19

FedEx Ground Prepaid Detail (Original)

Ship Date: Mar 28, 2019	Cust. Ref.: AmNa, CoPo, BCID, GID, MCID, Parker Rd	P.O.#:
Payor: Shipper	Dept. #:	

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

Tracking ID 774828824049	Sender Amanda Lane	Recipient U.S. BANK, N.A. - CDD	Transportation Charge 9.68
Service Type Ppd, Domestic	PFM	1200 ENERGY PARK DR	Earned Discount -1.06
Zone 06	12051 Corporate Blvd.	SAINT PAUL MN 55108-5101	Performance Pricing -0.59
Packages 1	ORLANDO FL 32817		Fuel Surcharge 0.56
Rated Weight 1 lbs			Address Correction 16.00
Delivered Apr 02, 2019			Total Charge USD \$24.59 <i>1/6</i>

\$4.10

Ship Date: Mar 28, 2019	Cust. Ref.: Silver, Tomoka, Towne, VoW, Wynn W	P.O.#:
Payor: Shipper	Dept. #:	

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

Tracking ID 774828862771	Sender Amanda Lane	Recipient U.S. BANK, N.A. - CDD	Transportation Charge 9.68
Service Type Ppd, Domestic	PFM	1200 ENERGY PARK DR	Earned Discount -1.06
Zone 06	12051 Corporate Blvd.	SAINT PAUL MN 55108-5101	Performance Pricing -0.59
Packages 1	ORLANDO FL 32817		Fuel Surcharge 0.56
Rated Weight 1 lbs			Address Correction 16.00
Delivered Apr 02, 2019			Total Charge USD \$24.59 <i>1/5</i>

\$4.92

FedEx® Billing Online

FedEx Billing Online allows you to efficiently manage and pay your FedEx invoices online. It's free, easy and secure. FedEx Billing Online helps you streamline your billing process. With all your FedEx shipping information available in one secure online location, you never have to worry about misplacing a paper invoice or sifting through reams of paper to find information for past shipments. Go to fedex.com to sign up today!

AMELIA NATIONAL COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization 2019-37

8/26/2019

Item No.	Payee	Invoice #	FY19 General Fund
1	Fishkind & Associates July 2019 Conference Calls	24586	\$ 56.32
2	FPL 7/18-8/19 acct 83521-45521	-	\$ 61.54
3	GNP Services, CPA, PA Arbitrage Calculation	6497	\$ 500.00
4	PFM Group Consulting, LLC August 2019 Website Fee	DM-08-2019-0002	\$ 75.00
	August 2019 District Management Fee	DM-08-2019-0001	\$ 833.33
	July 2019 Postage and Fedex	OE-EXP-00351	\$ 24.51
Total			\$1,550.70

Secretary/Assistant Secretary

Chairperson/ Vice Chairperson 08/26/19

Fishkind & Associates, Inc.
12051 Corporate Blvd.
Orlando, FL 32817



Amelia National CDD
12051 Corporate Blvd.
Orlando, FL 32817

Invoice

Invoice #:	24586
8/13/2019	

File: AmeliaNationalDM
District Management

Services:	Amount
Conference Calls	56.32

001-051-3000-52-01

**Please include the invoice
number on your remittance
and submit to:**

**Fishkind & Associates, Inc.
12051 Corporate Blvd.
Orlando, FL 32817
Ph: 407-382-3256
Fax: 407-382-3254
www.fishkind.com**

Balance Due

\$56.32

RECEIVED AUG 14 2019

BILLING REF# 1

BILLING REF# 2

BILLING REF# 3

BILLING REF# 4

CONF. NO	COST CENTER	CONF. DATE	CONF. TITLE / NAME / ANI	TIME	SERVICE	ACCESS TYPE	PERSONS	UNITS	RATE	CHARGE	TAX	CALL TOTAL
124713997	North River R	07/10/2019	8132233919	2:21PM - 2:24PM	GLOBALMEET® AUDIO	TOLL FREE	1	3	0.00/MIN	0.00	0.00	0.00
124713997	Amelia National	07/11/2019	18502945184	11:26AM - 11:46AM	GLOBALMEET® AUDIO	TOLL FREE	1	20	0.00/MIN	0.00	0.00	
		07/11/2019	13865273940	11:28AM - 11:48AM	GLOBALMEET® AUDIO	TOLL FREE	1	20	0.00/MIN	0.00	0.00	
		07/11/2019	14072053629	11:40AM - 11:47AM	GLOBALMEET® AUDIO	TOLL FREE	1	7	0.00/MIN	0.00	0.00	0.00
124713997	Amelia National	07/11/2019	13865273940	12:28PM - 3:04PM	GLOBALMEET® AUDIO	TOLL FREE	1	156	0.00/MIN	0.00	0.00	
		07/11/2019	18502945184	12:29PM - 3:07PM	GLOBALMEET® AUDIO	TOLL FREE	1	158	0.00/MIN	0.00	0.00	
		07/11/2019	14072053629	12:36PM - 3:07PM	GLOBALMEET® AUDIO	TOLL FREE	1	151	0.00/MIN	0.00	0.00	0.00
124713997		07/12/2019	18502227500	9:54AM - 12:58PM	GLOBALMEET® AUDIO	TOLL FREE	1	184	0.00/MIN	0.00	0.00	
		07/12/2019	19046365106	10:00AM - 10:22AM	GLOBALMEET® AUDIO	TOLL FREE	1	22	0.00/MIN	0.00	0.00	
	Centre Pointe	07/12/2019	14072053629	10:01AM - 12:58PM	GLOBALMEET® AUDIO	TOLL FREE	1	177	0.00/MIN	0.00	0.00	
		07/12/2019	19046460199	10:30AM - 11:26AM	GLOBALMEET® AUDIO	TOLL FREE	1	56	0.00/MIN	0.00	0.00	
	Beach COO	07/12/2019	19186910400	10:34AM - 12:28PM	GLOBALMEET® AUDIO	TOLL FREE	1	114	0.00/MIN	0.00	0.00	
		07/12/2019	19044030187	10:57AM - 11:48AM	GLOBALMEET® AUDIO	TOLL FREE	1	51	0.00/MIN	0.00	0.00	
		07/12/2019	18137633589	12:07PM - 12:58PM	GLOBALMEET® AUDIO	TOLL FREE	1	51	0.00/MIN	0.00	0.00	
		07/12/2019	19045760778	12:18PM - 12:58PM	GLOBALMEET® AUDIO	TOLL FREE	1	40	0.00/MIN	0.00	0.00	0.00
124713997	Pioneer	07/15/2019	18502227500	11:27AM - 11:55AM	GLOBALMEET® AUDIO	TOLL FREE	1	28	0.00/MIN	0.00	0.00	
		07/15/2019	14072053629	11:30AM - 11:55AM	GLOBALMEET® AUDIO	TOLL FREE	1	25	0.00/MIN	0.00	0.00	0.00
124713997		07/16/2019	12158456540	9:55AM - 10:15AM	GLOBALMEET® AUDIO	TOLL FREE	1	20	0.00/MIN	0.00	0.00	
	Madison Pike	07/16/2019	13867367700	9:58AM - 10:15AM	GLOBALMEET® AUDIO	TOLL FREE	1	17	0.00/MIN	0.00	0.00	
		07/16/2019	14072053629	9:58AM - 10:15AM	GLOBALMEET® AUDIO	TOLL FREE	1	17	0.00/MIN	0.00	0.00	
		07/16/2019	14074942693	10:00AM - 10:15AM	GLOBALMEET® AUDIO	TOLL FREE	1	15	0.00/MIN	0.00	0.00	0.00
124713997	Parker Road	07/19/2019	18502227500	10:56AM - 11:20AM	GLOBALMEET® AUDIO	TOLL FREE	1	24	0.00/MIN	0.00	0.00	
		07/19/2019	14072053629	11:01AM - 11:20AM	GLOBALMEET® AUDIO	TOLL FREE	1	19	0.00/MIN	0.00	0.00	0.00

512 x .11 = 56.32



FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

AMELIA NATIONAL COMMUNITY DEVELOPMENT
DISTRICT
12051 CORPORATE BLVD
ORLANDO FL 32817-1450

**Hello Amelia National Community Development District,
Here's what you owe for this billing period.**

Amount of your last bill	\$58.12
Payments	-\$58.12
New charges due by Sep 9, 2019	\$61.51
Total amount you owe	\$61.51

Amount of your last bill	58.12
Payment received - Thank you	-58.12
Balance before new charges	\$0.00

NEW CHARGES

Rate: RS-1 RESIDENTIAL SERVICE

Customer charge: \$8.28

Non-fuel: (First 1000 kWh at \$0.066850) \$38.77
(Over 1000 kWh at \$0.077400)

Fuel: (First 1000 kWh at \$0.022270) \$12.92
(Over 1000 kWh at \$0.032270)

Electric service amount **59.97**

Gross receipts tax 1.54

Taxes and charges **1.54**

Total new charges **\$61.51**

Total amount you owe **\$61.51**

Aug 19, 2019 Electric Bill

For: Jul 18, 2019 to Aug 19, 2019 (32 days)

Service Address

95005 AMELIA NATIONAL PKWY # ENTRANCE
FERNANDINA BEACH, FL 32034
CHAMPAGNEA@PFM.COM

Account Number 83521-45521

Questions? Contact Us

Reliable energy is affordable energy.

Learn how we save you money at fpl.com/savings

Meter Summary

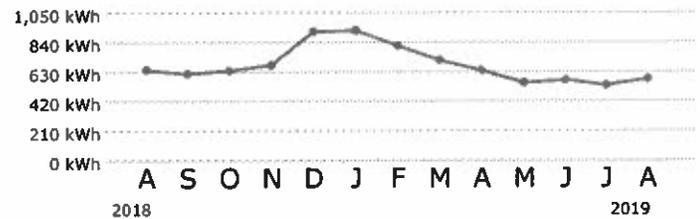
Meter reading - Meter ACD3605 Next meter reading Sep 18, 2019
Current reading 71104
Previous reading -70524

kWh used 580

Energy Usage Comparison

	This Month	Last Month	Last Year
Service to	Aug 19, 2019	Jul 18, 2019	Aug 20, 2018
kWh Used	580	535	646
Service days	32	30	32
kWh/day	18	18	20
Amount	\$61.51	\$58.12	\$64.87

Energy Usage History



Keep In Mind

- Payments received after September 09, 2019 are considered late; a late payment charge, the greater of \$5.00 or 1.5% of your past due balance will apply. Your account may also be billed a deposit adjustment.
- Don't let the summer heat up your bill. During the summer your A/C works longer. Set your thermostat to 78 degrees to save money. Learn more at FPL.com/SummerIsHere.
- The storm charge on your August bill was removed to reflect final payment of bonds issued during the 2004 and 2005 hurricane restoration effort. There will be a true-up on a future bill, subject to Florida Public Service Commission approval. Learn more: FPL.com/rates.

Don't let the summer heat up your bill

During the summer, your A/C works longer. Set your thermostat to 78 degrees to save money.
[Learn more](#)

Introducing the FPL Energy Analyzer

Now, for the first time, you can instantly see a breakdown of your energy costs and take control.
[Analyze Your Home](#)

Useful Links

[Billing and service details](#)
[Energy News](#)
[View back of the bill](#)

Important Numbers

Customer Service: 1-800-226-3545
Outside Florida: 1-800-226-3545
To report power outages: 1-800-4OUTAGE (468-8243)
Hearing/speech impaired: 711 (Relay Service)

001-053-1000-4301

ENTERED 8/19/2019



Amelia National Community Development District
champagnea@pfm.com

95005 AMELIA NATIONAL PKWY # ENTRANCE
Fernandina Beach, FL 32034
Account #: 8352145521

Thank you for your payment!

Your payment was made on **Aug 21, 2019 04:05 PM EST.**

An email of your payment has been
sent to **champagnea@pfm.com**

Total Payment Amount	\$61.51
Electric Payment	\$61.51
Payment Date	Aug 21, 2019
Bank Account	*****9799
Confirmation Number	2331605

Payment Terms & Conditions

- You authorize FPL to make a withdrawal from your bank account to pay the FPL bill for the account listed above.
- You are the bank account holder or an authorized agent for the bank account listed above.
- Your bank account is with a U.S. bank, and you understand that your bank may charge for this service.
- Your payment will be debited from your bank account on or about the same day you make your payment online.

GNP SERVICES, CPA, PA
CERTIFIED PUBLIC ACCOUNTANTS

385 STILES AVENUE
ORANGE PARK, FLORIDA 32073
TELEPHONE: 904 278-8980
FACSIMILE: 904 278-4665

MAILING ADDRESS:
POST OFFICE BOX 1179
ORANGE PARK, FLORIDA 32067-1179
www.gnpcpas.com

Invoice

Date:

8/16/2019

Ms. Vivian Carvalho
District Manager
PFM Group Consulting, LLC
12051 Corporate Boulevard
Orlando, Florida 32817

Invoice #:

6497

DESCRIPTION	TOTAL FEE
Total fee for the installment date calculation of the Rebatable Arbitrage Liability for the Amelia National Community Development District \$9,360,000 Capital Improvement Revenue Bonds, Series 2004A for the period of May 31, 2018 thru May 31, 2019.	500.00

001-051-3000-32-02

DUE ON RECEIPT - invoices not paid within ten days are subject to interest at the rate of 1% per month, prorated for the applicable number of days.

Total to be Billed \$500.00



Date	Invoice Number
August 22, 2019	DM-08-2019-0002
Payment Terms	Due Date
Upon Receipt	August 22, 2019

Bill To:

Amelia National CDD
c/o PFM Group Consulting District Accounting
Department
12051 Corporate Blvd
Orlando, FL 32817

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

Federal Tax ID: 81-1642478

RE: Website Fee - August, 2019

Total Amount Due

\$75.00

001-051-3000-49-11

RECEIVED AUG 23 2019



Date	Invoice Number
August 22, 2019	DM-08-2019-0001
Payment Terms	Due Date
Upon Receipt	August 22, 2019

Bill To:
Amelia National CDD
c/o PFM Group Consulting District Accounting
Department
12051 Corporate Blvd
Orlando, FL 32817
United States of America

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

Remittance Options:

Via ACH (preferred):

RE: District Management - August, 2019

Total Amount Due

\$833.33

001-051-3000-31-02

RECEIVED AUG 23 2019



Date	Invoice Number
August 22, 2019	OE-EXP-00351
Payment Terms	Due Date
Upon Receipt	August 22, 2019

Bill To:
Amelia National CDD
c/o PFM Group Consulting District Accounting
Department
12051 Corporate Blvd
Orlando, FL 32817
United States of America

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

Federal Tax ID: 81-1642478

Remittance Options:

Via ACH (preferred):

RE: July 2019 Fedex - \$21.01
July 2019 Postage - \$3.50

Total Amount Due

\$24.51

001-051-3000-52-01

RECEIVED AUG 22 2019



Amelia

Invoice Number 6-609-92729	Invoice Date Jul 11, 2019	Account Number 0191-4396-1	Page 2 of 3
--------------------------------------	-------------------------------------	--------------------------------------	----------------

FedEx Ground Shipment Summary By Payor Type

FedEx Ground Shipments (Original)

Date	Shipments	Rated Weight lbs	Transportation Charges	Other Handling Charges	Ret Chg/Tax Credits/Other	Discounts	Total Charges
Ground-Prepaid							
06/28	4	3	27.59	8.25		-1.54	34.30
07/01	1	1	8.23	3.76		-0.38	11.61
07/02	1	1	7.85	5.26			13.11
07/03	1	1	7.85	8.26			16.11
Ground-Prepaid Subtotal							\$75.13
Total FedEx Ground		7	6	\$51.52	\$25.53	-\$1.92	\$75.13

TOTAL THIS INVOICE USD \$75.13

FedEx Ground Prepaid Detail (Original)

Ship Date: Jun 28, 2019		Cust. Ref.: Amelia,Beach,Black,Parke		P.O.#:	
Payor: Shipper		Dept.#:			
Tracking ID	775597235747	Sender	Amanda Lane	Recipient	LOCKBOX SERVICES-12-2657
Service Type	Ppd, Domestic		Public Financial Management		U.S. BANK, N.A.- CDD
Zone	06		12051 Corporate Blvd		1200 ENERGY PARK DR
Packages	1		ORLANDO FL 32817		EP-MN 01LB
Rated Weight	11lbs				SAINT PAUL MN 55108-5101
Delivered	Jul 02, 2019				
				Transportation Charge	9.68
				Performance Pricing	-0.58
				Fuel Surcharge	0.64
				Total Charge	USD \$9.74

2.44

Ship Date: Jun 28, 2019		Cust. Ref.: Silverleaf,Tomoka,WGF@FG		P.O.#:	
Payor: Shipper		Dept.#:			
Tracking ID	775597265511	Sender	Amanda Lane	Recipient	LOCKBOX SERVICES-12-2657
Service Type	Ppd, Domestic		Public Financial Management		U.S. BANK, N.A.- CDD
Zone	06		12051 Corporate Blvd		1200 ENERGY PARK DR
Packages	1		ORLANDO FL 32817		EP-MN 01LB
Rated Weight	1 lbs				SAINT PAUL MN 55108-5101
Delivered	Jul 02, 2019				
				Transportation Charge	9.68
				Performance Pricing	-0.58
				Fuel Surcharge	0.64
				Total Charge	USD \$9.74

3.25

FedEx® Billing Online

FedEx Billing Online allows you to efficiently manage and pay your FedEx invoices online. It's free, easy and secure. FedEx Billing Online helps you streamline your billing process. With all your FedEx shipping information available in one secure online location, you never have to worry about misplacing a paper invoice or sifting through reams of paper to find information for past shipments. Go to fedex.com to sign up today!



Amelia

Invoice Number	Invoice Date	Account Number	Page
6-617-05109	Jul 18, 2019	0191-4396-1	3 of 9

Ship Date: Jul 02, 2019 Cust. Ref.: NO REFERENCE INFORMATION Ref.#2:
 Payor: Shipper Ref.#3:

The Earned Discount for this ship date has been calculated based on a revenue threshold of \$ 238131.88
 Fuel Surcharge - FedEx has applied a fuel surcharge of 7.25% to this shipment.
 The required information to bill you for this shipment was not received electronically by FedEx. Please be sure you know and always follow the correct shipping procedures as outlined in the FedEx Service Guide or online at fedex.com/service information.
 Distance Based Pricing, Zone 7
 1st attempt Jul 02, 2019 at 06:52 AM.
 FedEx has audited this shipment for correct packages, weight, and service. Any changes made are reflected in the invoice amount.

Automation	USAB	Sender	Recipient
Tracking ID	813678135632	-	-
Service Type	FedEx Priority Overnight	PUBLIC FINANCIAL MANAGEMENT	PUBLIC FINANCIAL MANAGEMENT
Package Type	Customer Packaging	1735 MARKET ST FL 42	1735 MARKET ST FL 42
Zone	07	PHILADELPHIA PA 19103-7502 US	AUSTIN TX 78754 US
Packages	1		
Rated Weight	10.0 lbs, 4.5 kgs	Transportation Charge	126.57
Delivered	Jul 02, 2019 10:12	Discount	-11.39
Svc Area	A1	Earned Discount	-56.96
Signed by	C.QUINOES	Fuel Surcharge	4.22
FedEx Use	00000000/1596/_	Total Charge	USD \$62.44

Ship Date: Jul 09, 2019 Cust. Ref.: Amelia National Ref.#2:
 Payor: Shipper Ref.#3:

The Earned Discount for this ship date has been calculated based on a revenue threshold of \$ 237133.10
 Fuel Surcharge - FedEx has applied a fuel surcharge of 7.50% to this shipment.
 Distance Based Pricing, Zone 2
 FedEx has audited this shipment for correct packages, weight, and service. Any changes made are reflected in the invoice amount.
 Package Delivered to Recipient Address - Release Authorized
 The package weight exceeds the maximum for the packaging type, therefore, FedEx Envelope was rated as FedEx Pak.

Automation	INET	Sender	Recipient
Tracking ID	775664574950	Venessa Ripoll	Stephen Kearney
Service Type	FedEx Express Saver	PFM	Stephen Kearney
Package Type	FedEx Pak	12051 Corporate Blvd.	95068 Wild Cherry
Zone	02	ORLANDO FL 32817 US	FERNANDINA BEACH FL 32034 US
Packages	1		
Rated Weight	2.0 lbs, 0.9 kgs	Transportation Charge	16.37
Delivered	Jul 12, 2019 16:12	Earned Discount	-3.46
Svc Area	A5	Automation Bonus Discount	-1.64
Signed by	see above	Fuel Surcharge	1.18
FedEx Use	00000000/7167/02	Residential Delivery	4.40
		Total Charge	USD \$16.85

Ship Date: Jul 09, 2019 Cust. Ref.: Amelia National CDD Ref.#2:
 Payor: Shipper Ref.#3:

The Earned Discount for this ship date has been calculated based on a revenue threshold of \$ 237133.10
 Fuel Surcharge - FedEx has applied a fuel surcharge of 7.50% to this shipment.
 Distance Based Pricing, Zone 2
 FedEx has audited this shipment for correct packages, weight, and service. Any changes made are reflected in the invoice amount.
 Package Delivered to Recipient Address - Release Authorized
 The package weight exceeds the maximum for the packaging type, therefore, FedEx Envelope was rated as FedEx Pak.

Automation	INET	Sender	Recipient
Tracking ID	775666221917	Venessa Ripoll	John C. Calkins
Service Type	FedEx Express Saver	PFM	John C. Calkins
Package Type	FedEx Pak	12051 Corporate Blvd.	95599 Amelia National Parkway
Zone	02	ORLANDO FL 32817 US	FERNANDINA BEACH FL 32034 US
Packages	1		
Rated Weight	2.0 lbs, 0.9 kgs	Transportation Charge	16.37
Delivered	Jul 12, 2019 16:09	Earned Discount	-3.46
Svc Area	A5	Automation Bonus Discount	-1.64
Signed by	see above	Fuel Surcharge	1.18
FedEx Use	00000000/7167/02	Residential Delivery	4.40
		Total Charge	USD \$16.85

Account Summary Report

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

Meter Group: All Meters

Meter 1W00 - 1376538 OLD at ORLANDO, FL

Meter 4W00 - 0347354 at ORLANDO, FL

Meter Details

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

Account Summary

Account	Sub Account	Pieces	Total Charged
Amelia National CDD		7	\$3.500
	Grand Total		\$3.500

**AMELIA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 2019-38

9/9/2019

Item No.	Payee	Invoice #	FY19 General Fund
1	Future Horizons, Inc. August 2019 Aquatic Weed Control	59788	\$ 2,437.50
2	Martex Services Irrigation Repair	7639	\$ 30.30
Total			\$2,467.80

Secretary/Assistant Secretary

Chairperson/ Vice Chairperson


9-10-19
→

Future Horizons, Inc.

403 North First Street
 P O Box 1115
 Hastings, FL 32145-1115

INVOICE

Invoice Number: 59788
 Invoice Date: Aug 30, 2019
 Page: 1

Voice: 800-682-1187
 Fax: 904-692-1193

Bill To:
Amelia National CDD c/o Public Financial Mgmt.Inc 12051 Corporate Blvd Orlando, FL 32817

Ship to:
Aquatic Weed Control Services

Customer ID	Customer PO	Payment Terms	
Amelia04	Per Contract	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Hand Deliver		9/29/19

Quantity	Item	Description	Unit Price	Amount
1.00	Aquatic Weed Control	Aquatic Weed Control services performed within Amelia National in the month of August, 2019	2,437.50	2,437.50

ENTERED SEP / 9 2019
 001-053-9000-46-08

Subtotal	2,437.50
Sales Tax	
Freight	
Total Invoice Amount	2,437.50
Payment/Credit Applied	
TOTAL	2,437.50

Check/Credit Memo No:

Overdue invoices are subject to finance charges.



INVOICE

Date	Invoice No.
08/26/19	7639
Terms	Due Date
Net 30	09/25/19

BILL TO
PM Fishkind Fishkind & Associates, Inc. 12051 Corporate Blvd. Orlando, FL 32817

PROPERTY
Amelia National CDD Amelia National CDD Fernandina Beach, FL

Amount Due	Enclosed
\$30.30	

Please detach top portion and return with your payment.

QTY	ITEM	UNIT PRICE	EXT PRICE	LINE TOTAL
	#6222 - Irrigation Repair T & M			\$30.30
	<i>Irrigation Repair</i>			\$30.30
	Labor - 08/23/19		\$21.00	
1.00	Rotor - Rainbird 5004 (Material)	\$9.30	\$9.30	
Total				\$30.30
Credits/Payments Applied				\$0.00
Balance Due				\$30.30

ENTERED SEP 19 2019

Irrigation Repairs:

Replaced leaking rotor on exit side berm near golf course tunnel. Work completed

Replaced leaking rotor on exit side burm near golf course tunnel. Work completed

001-053-9000-46-09

**AMELIA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 2019-39
9/16/2019

Item No.	Payee	Invoice #	FY19 General Fund
1	Hopping Green & Sams District Counsel through 7/31/19	109623	\$ 937.50
2	Martex Services September 2019 Landscape Maintenance	7762	\$ 2,231.00
Total			\$3,168.50

Secretary/Assistant Secretary

Chairperson/ Vice Chairperson 9/14/19

Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

August 30, 2019

Amelia National Community Development District
12051 Corporate Blvd.
Orlando, FL 32817

Bill Number 109623
Billed through 07/31/2019

General Counsel

AMENAT 00001 KSB

FOR PROFESSIONAL SERVICES RENDERED

07/11/19	KSB	Prepare for and attend board meeting.	3.00 hrs
07/15/19	MKR	Review VGlobalTech proposal; confer with Carvalho regarding same.	0.40 hrs
07/31/19	LMG	Research new law regarding new definition of "home address" and property appraiser objections to confidential information in assessment rolls; prepare memorandum to district manager regarding same.	0.10 hrs

Total fees for this matter \$937.50

MATTER SUMMARY

Buchanan, Katie S.	3.00 hrs	275 /hr	\$825.00
Gentry, Lauren M.	0.10 hrs	225 /hr	\$22.50
Rigoni, Michelle K.	0.40 hrs	225 /hr	\$90.00

TOTAL FEES \$937.50

TOTAL CHARGES FOR THIS MATTER \$937.50

BILLING SUMMARY

Buchanan, Katie S.	3.00 hrs	275 /hr	\$825.00
Gentry, Lauren M.	0.10 hrs	225 /hr	\$22.50
Rigoni, Michelle K.	0.40 hrs	225 /hr	\$90.00

TOTAL FEES \$937.50

TOTAL CHARGES FOR THIS BILL \$937.50

Please include the bill number on your check.



INVOICE

Date	Invoice No.
09/01/19	7762
Terms	Due Date
Net 30	10/01/19

BILL TO
PM Fishkind Fishkind & Associates, Inc. 12051 Corporate Blvd. Orlando, FL 32817

PROPERTY
Amelia National CDD Amelia National CDD Fernandina Beach, FL

Amount Due	Enclosed
\$2,231.00	

Please detach top portion and return with your payment.

QTY	ITEM	UNIT PRICE	EXT PRICE	LINE TOTAL
	#3704 - Maintenance Contract RENEWAL September 2019			\$2,231.00
Total				\$2,231.00
Credits/Payments Applied				\$0.00
Balance Due				\$2,231.00

1417 Avery Road
Fernandina Beach, FL 32034

www.martexlandscape.com

**AMELIA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

Review of District Financial Statements

Amelia National CDD
Statement of Financial Position
As of 8/31/2019

	General Fund	Debt Service Fund - 2004 A	Debt Service Fund - 2006A	Construction Fund	Long Term Debt Group	Total
<u>Assets</u>						
<u>Current Assets</u>						
General Checking - CNB	\$25,144.14					\$25,144.14
State Board of Administration	5,816.94					5,816.94
Debt Service Reserve - 2004A		\$467,628.70				467,628.70
Revenue - 2004A		259,540.10				259,540.10
Prepayment 2004A		148,085.08				148,085.08
Debt Service Reserve - 2006A			\$274,364.39			274,364.39
Revenue - 2006A			9,275.27			9,275.27
Prepayment 2006A			2,696.77			2,696.77
Acquisition/Construction - 2006A				\$37,341.22		37,341.22
Deferred Cost - 2004A				114,151.49		114,151.49
Deferred Cost - 2006A				158,630.14		158,630.14
Total Current Assets	<u>\$30,961.08</u>	<u>\$875,253.88</u>	<u>\$286,336.43</u>	<u>\$310,122.85</u>	<u>\$0.00</u>	<u>\$1,502,674.24</u>
<u>Investments</u>						
Amount Available in Debt Service Funds					\$1,161,590.31	\$1,161,590.31
Amount To Be Provided					9,158,409.69	9,158,409.69
Total Investments		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$10,320,000.00</u>	<u>\$10,320,000.00</u>
Total Assets	<u><u>\$30,961.08</u></u>	<u><u>\$875,253.88</u></u>	<u><u>\$286,336.43</u></u>	<u><u>\$310,122.85</u></u>	<u><u>\$10,320,000.00</u></u>	<u><u>\$11,822,674.24</u></u>
<u>Liabilities and Net Assets</u>						
<u>Long Term Liabilities</u>						
Revenue Bonds Payable - Long-Term					\$10,320,000.00	\$10,320,000.00
Total Long Term Liabilities		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$10,320,000.00</u>	<u>\$10,320,000.00</u>
Total Liabilities	<u><u>\$0.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$10,320,000.00</u></u>	<u><u>\$10,320,000.00</u></u>

Amelia National CDD
Statement of Financial Position
As of 8/31/2019

	General Fund	Debt Service Fund - 2004 A	Debt Service Fund - 2006A	Construction Fund	Long Term Debt Group	Total
<u>Net Assets</u>						
Net Assets, Unrestricted	\$183,653.14					\$183,653.14
Net Assets - General Government	(80,328.00)					(80,328.00)
Current Year Net Assets - General Government	(72,364.06)					(72,364.06)
Net Assets, Unrestricted		\$974,317.54				974,317.54
Current Year Net Assets, Unrestricted		(99,063.66)				(99,063.66)
Net Assets, Unrestricted			\$409,344.31			409,344.31
Current Year Net Assets, Unrestricted			(123,007.88)			(123,007.88)
Net Assets, Unrestricted				\$237,570.58		237,570.58
Current Year Net Assets, Unrestricted				72,552.29		72,552.29
Net Assets - General Government				(0.02)		(0.02)
Total Net Assets	<u>\$30,961.08</u>	<u>\$875,253.88</u>	<u>\$286,336.43</u>	<u>\$310,122.85</u>	<u>\$0.00</u>	<u>\$1,502,674.24</u>
Total Liabilities and Net Assets	<u>\$30,961.08</u>	<u>\$875,253.88</u>	<u>\$286,336.43</u>	<u>\$310,122.85</u>	<u>\$10,320,000.00</u>	<u>\$11,822,674.24</u>

Amelia National CDD
Statement of Activities
As of 8/31/2019

	General Fund	Debt Service Fund - 2004 A	Debt Service Fund - 2006A	Construction Fund	Long Term Debt Group	Total
<u>Revenues</u>						
On-Roll Assessments	\$44,882.95					\$44,882.95
Off-Roll Assessments	38,073.57					38,073.57
On-Roll Assessments		\$441,916.71				441,916.71
Off-Roll Assessments		123,818.27				123,818.27
Other Assessments		294,019.68				294,019.68
Inter-Fund Group Transfers In		(51,164.02)				(51,164.02)
Off-Roll Assessments			\$240,159.38			240,159.38
Inter-Fund Group Transfers In			(15,607.82)			(15,607.82)
Inter-Fund Transfers In				\$66,771.84		66,771.84
Total Revenues	<u>\$82,956.52</u>	<u>\$808,590.64</u>	<u>\$224,551.56</u>	<u>\$66,771.84</u>	<u>\$0.00</u>	<u>\$1,182,870.56</u>
<u>Expenses</u>						
Supervisor Fees	\$2,300.00					\$2,300.00
Public Official Insurance	2,627.00					2,627.00
Trustee Services	7,434.76					7,434.76
Management	9,166.63					9,166.63
Field Management	5,850.00					5,850.00
Engineering	2,782.54					2,782.54
Dissemination Agent	6,000.00					6,000.00
Property Appraiser	5,395.00					5,395.00
District Counsel	7,351.66					7,351.66
Assessment Administration	5,000.00					5,000.00
Audit	6,250.00					6,250.00
Arbitrage Calculation	1,000.00					1,000.00
Legal Advertising	565.70					565.70
Bank Fees	30.00					30.00
Contingency/Miscellaneous	950.00					950.00
Web Site Maintenance	1,325.00					1,325.00
Office Misc (Postage, Tel, Copies, Etc.)	441.38					441.38
Dues, Licenses, and Fees	175.00					175.00
Electric	787.79					787.79
General Insurance	3,415.00					3,415.00
General Repair & Maintenance	5,747.84					5,747.84
Lake Maintenance	33,326.00					33,326.00
Landscaping Maintenance & Material	26,681.79					26,681.79
Landscape Improvements	16,479.29					16,479.29
Entry Decorations	1,665.25					1,665.25
Signage & Amenities Repair	2,723.26					2,723.26
Principal Payment		\$495,000.00				495,000.00
Interest Payments		424,147.50				424,147.50

Amelia National CDD
Statement of Activities
As of 8/31/2019

	General Fund	Debt Service Fund - 2004 A	Debt Service Fund - 2006A	Construction Fund	Long Term Debt Group	Total
Principal Payments			\$130,000.00			130,000.00
Interest Payments - A1 bond			223,600.00			223,600.00
Total Expenses	<u>\$155,470.89</u>	<u>\$919,147.50</u>	<u>\$353,600.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$1,428,218.39</u>
<u>Other Revenues (Expenses) & Gains (Losses)</u>						
Interest Income	\$150.31					\$150.31
Interest Income		\$11,493.20				11,493.20
Interest Income			\$6,040.56			6,040.56
Interest Income				\$5,780.45		5,780.45
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$150.31</u>	<u>\$11,493.20</u>	<u>\$6,040.56</u>	<u>\$5,780.45</u>	<u>\$0.00</u>	<u>\$23,464.52</u>
Change In Net Assets	(\$72,364.06)	(\$99,063.66)	(\$123,007.88)	\$72,552.29	\$0.00	(\$221,883.31)
Net Assets At Beginning Of Year	<u>\$103,325.14</u>	<u>\$974,317.54</u>	<u>\$409,344.31</u>	<u>\$237,570.56</u>	<u>\$0.00</u>	<u>\$1,724,557.55</u>
Net Assets At End Of Year	<u><u>\$30,961.08</u></u>	<u><u>\$875,253.88</u></u>	<u><u>\$286,336.43</u></u>	<u><u>\$310,122.85</u></u>	<u><u>\$0.00</u></u>	<u><u>\$1,502,674.24</u></u>

Amelia National CDD
 Budget to Actual
 For the Month Ended 8/31/2019

	Actual	Year To Date Budget	Variance	Adopted FY 2019 Budget
<u>Revenues</u>				
On-Roll Assessments	\$44,882.95	\$40,938.54	\$3,944.41	\$44,660.23
Off-Roll Assessments	38,073.57	46,534.37	(8,460.80)	50,764.77
Carry Forward Surplus	-	73,333.33	(73,333.33)	80,000.00
Net Revenues	\$82,956.52	\$160,806.25	\$(77,849.73)	\$175,425.00
<u>General & Administrative Expenses</u>				
Engineering Fees	\$2,782.54	\$1,375.00	\$1,407.54	\$1,500.00
Supervisor Fees	2,300.00	2,933.33	(633.33)	3,200.00
Trustee Fees	7,434.76	6,875.00	559.76	7,500.00
District Counsel	7,351.66	2,291.67	5,059.99	2,500.00
Arbitrage	1,000.00	916.67	83.33	1,000.00
Audit Fees	6,250.00	5,958.33	291.67	6,500.00
Dissemination Agent	6,000.00	5,500.00	500.00	6,000.00
Assessment Administration	5,000.00	4,583.33	416.67	5,000.00
District Management Fees	9,166.63	9,166.67	(0.04)	10,000.00
Management Fees - Field	5,850.00	7,150.00	(1,300.00)	7,800.00
Property Appraiser Fee	5,395.00	5,316.67	78.33	5,800.00
Electric	787.79	1,833.33	(1,045.54)	2,000.00
Office Misc (Phone/Postage/Copies/Supplies/etc)	441.38	229.17	212.21	250.00
General Insurance	3,415.00	3,483.33	(68.33)	3,800.00
Public Official Insurance	2,627.00	2,658.33	(31.33)	2,900.00
Legal Advertising	565.70	1,833.33	(1,267.63)	2,000.00
Bank Fees	30.00	91.67	(61.67)	100.00
Dues, Licenses & Fees	175.00	160.42	14.58	175.00
Landscape Maintenance	26,681.79	32,083.33	(5,401.54)	35,000.00
Landscape Improvement	16,479.29	7,333.33	9,145.96	8,000.00
Repairs & Maintenance - Irrigation	5,747.84	2,750.00	2,997.84	3,000.00
Repairs & Maintenance - Entry	2,723.26	3,208.33	(485.07)	3,500.00
Lake Maintenance	33,326.00	27,500.00	5,826.00	30,000.00
Entry Decorations	1,665.25	1,833.33	(168.08)	2,000.00
Website Maintenance	1,325.00	825.00	500.00	900.00
Contingency/Miscellaneous	950.00	22,916.67	(21,966.67)	25,000.00
Total General & Administrative Expenses	\$155,470.89	\$160,806.25	\$(5,335.36)	\$175,425.00
Total Expenses	\$155,470.89	\$160,806.25	\$(5,335.36)	\$175,425.00
Income (Loss) from Operations	\$(72,514.37)	\$0.00	\$(72,514.37)	\$175,425.00
<u>Other Income (Expense)</u>				
Interest Income	\$150.31	\$0.00	\$150.31	\$0.00
Total Other Income (Expense)	\$150.31	\$0.00	\$150.31	\$0.00
Net Income (Loss)	\$(72,364.06)	\$0.00	\$(72,364.06)	\$0.00