

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, April 9, 2020 at 10:30 a.m. via conference call due to the COVID-19 Executive Orders 20-52 & 20-69. Attached to this Agenda is a copy of the Executive Orders 20-52 & 20-69.** The following is the proposed 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[*for any members of the public desiring to speak on any proposition before the Board*]
1. Discussion regarding Executive Orders 20-52 and 20-69

General Business Matters

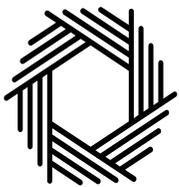
2. Consideration of Minutes of the March 5, 2020 Special Board of Supervisors' Meeting
3. Update of Bond Restructuring Options
4. Review of Nassau County Supervisor of Elections, 2020 Candidate Information Sheet
5. Consideration of Resolution 2020-05, Designating Board Member Seats for the Upcoming General Election
6. Review of Revised Rules of Procedure Per Statute Changes
7. Consideration of Resolution 2020-02, Setting Public Hearing for Revised Rules of Procedure
8. Consideration of Resolution 2020-03, Adopting An Internal Controls Policy Consistent with Section 218.33
9. Consideration of Resolution 2020-04, Approving a Preliminary Budget for Fiscal Year 2021 and Setting a Public Hearing Date [Suggested Date, July 9, 2020]
10. Consideration of Termination Letter to Future Horizons, Inc.
11. Consideration of Proposal from The Lake Doctors, Inc., Pond Maintenance Services
12. Consideration of License Agreement with Amelia National Enterprise, LLC
13. Review & Consideration of Pressure Washing Proposals (under separate cover)
14. Discussion & Consideration of Leland Management, Notice of Fee Increase
15. Consideration of Proposal from Solitude for 11 Additional Aerator's
16. Ratification of Payment Authorization 2020-45- 2020-49
17. Review of District Financial Statements



Other Business

- Staff Reports
 - District Counsel
 - District Engineer
 - District Manager
- Audience Comments
- Supervisors Requests

Adjournment



pfm

**AMELIA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

Discussion regarding Executive Orders 20-52
and 20-69

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 20-52

(Emergency Management - COVID-19 Public Health Emergency)

WHEREAS, Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

WHEREAS, in late 2019, a new and significant outbreak of COVID-19 emerged in China; and

WHEREAS, the World Health Organization previously declared COVID-19 a Public Health Emergency of International Concern; and

WHEREAS, in response to the recent COVID-19 outbreak in China, Iran, Italy, Japan and South Korea, the Centers for Disease Control and Prevention (“CDC”) has deemed it necessary to prohibit or restrict non-essential travel to or from those countries; and

WHEREAS, on March 1, 2020, I issued Executive Order number 20-51 directing the Florida Department of Health to issue a Public Health Emergency; and

WHEREAS, on March 1, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

WHEREAS, on March 7, 2020, I directed the Director of the Division of Emergency Management to activate the State Emergency Operations Center to Level 2 to provide coordination and response to the COVID-19 emergency; and

WHEREAS, as of March 9, 2020, eight counties in Florida have positive cases for COVID-19, and COVID-19 poses a risk to the entire state of Florida; and

WHEREAS, the CDC currently recommends community preparedness and everyday prevention measures be taken by all individuals and families in the United States, including voluntary home isolation when individuals are sick with respiratory symptoms, covering coughs and sneezes with a tissue and disposal of the tissue immediately thereafter, washing hands often with soap and water for at least 20 seconds, using of alcohol-based hand sanitizers with 60%-95% alcohol if soap and water are not readily available and routinely cleaning frequently touched surfaces and objects to increase community resilience and readiness for responding to an outbreak; and

WHEREAS, the CDC currently recommends mitigation measures for communities experiencing an outbreak including staying at home when sick, keeping away from others who are sick, limiting face-to-face contact with others as much as possible, consulting with your healthcare provider if individuals or members of a household are at high risk for COVID-19 complications, wearing a facemask if advised to do so by a healthcare provider or by a public health official, staying home when a household member is sick with respiratory disease symptoms if instructed to do so by public health officials or a health care provider; and

WHEREAS, as Governor, I am responsible for meeting the dangers presented to this state and its people by this emergency.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order to take immediate effect:

Section 1. Because of the foregoing conditions, I declare a state of emergency exists in the State of Florida.

Section 2. I designate the Director of the Division of Emergency Management (“Director”) as the State Coordinating Officer for the duration of this emergency and direct him to execute the State’s Comprehensive Emergency Management Plan and other response, recovery, and mitigation plans necessary to cope with the emergency. Additionally, I designate the State Health Officer and Surgeon General as a Deputy State Coordinating Officer and State Incident Commander.

Pursuant to section 252.36(1)(a), Florida Statutes, I delegate to the State Coordinating Officer the authority to exercise those powers delineated in sections 252.36(5)-(10), Florida Statutes, which he shall exercise as needed to meet this emergency, subject to the limitations of section 252.33, Florida Statutes. In exercising the powers delegated by this Order, the State Coordinating Officer shall confer with the Governor to the fullest extent practicable. The State Coordinating Officer shall also have the authority to:

A. Seek direct assistance and enter into agreements with any and all agencies of the United States Government as may be needed to meet the emergency.

B. Designate additional Deputy State Coordinating Officers, as necessary.

C. Suspend the effect of any statute, rule, or order that would in any way prevent, hinder, or delay any mitigation, response, or recovery action necessary to cope with this emergency.

D. Enter orders as may be needed to implement any of the foregoing powers; however, the requirements of sections 252.46 and 120.54(4), Florida Statutes, do not apply to any such orders issued by the State Coordinating Officer; however, no such order shall remain in effect beyond the expiration of this Executive Order, to include any extension.

Section 3. I order the Adjutant General to activate the Florida National Guard, as needed, to deal with this emergency.

Section 4. I find that the special duties and responsibilities resting upon some State, regional, and local agencies and other governmental bodies in responding to the emergency may require them to suspend the application of the statutes, rules, ordinances, and orders they administer. Therefore, I issue the following authorizations:

A. Pursuant to section 252.36(1)(a), Florida Statutes, the Executive Office of the Governor may suspend all statutes and rules affecting budgeting to the extent necessary to provide budget authority for state agencies to cope with this emergency. The requirements of sections 252.46 and 120.54(4), Florida Statutes, do not apply to any such suspension issued by the Executive Office of the Governor; however, no such suspension shall remain in effect beyond the expiration of this Executive Order, to include any extension.

B. Each State agency may suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business or the orders or rules of that agency, if strict compliance with the provisions of any such statute, order, or rule would in any way prevent, hinder, or delay necessary action in coping with the emergency. This includes, but is not limited to, the authority to suspend any and all statutes, rules, ordinances, or orders which affect leasing, printing, purchasing, travel, and the condition of employment and the compensation of employees. For the purposes of this Executive Order, “necessary action in coping with the emergency” means any emergency mitigation, response, or recovery action: (1) prescribed in the State Comprehensive Emergency Management Plan (“CEMP”); or (2) ordered by the State Coordinating Officer. The requirements of sections 252.46 and 120.54, Florida Statutes, shall not apply to any such suspension issued by a State agency; however, no such suspension shall remain in effect beyond the expiration of this Executive Order, to include any extensions.

C. In accordance with section 465.0275, Florida Statutes, pharmacists may dispense up to a 30-day emergency prescription refill of maintenance medication to persons who reside in an area or county covered under this Executive Order and to emergency personnel who have been activated by their state and local agency but who do not reside in an area or county covered by this Executive Order.

D. In accordance with section 252.38, Florida Statutes, each political subdivision within the State of Florida may waive the procedures and formalities otherwise required of the political subdivision by law pertaining to:

1) Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;

2) Entering into contracts; however, political subdivisions are cautioned against entering into time and materials contracts without ceiling as defined by 2 CFR 200.318(j) or cost plus percentage contracts as defined by 2 CFR 200.323(d);

3) Incurring obligations;

4) Employment of permanent and temporary workers;

5) Utilization of volunteer workers;

6) Rental of equipment;

7) Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and,

8) Appropriation and expenditure of public funds.

E. All State agencies responsible for the use of State buildings and facilities may close such buildings and facilities in those portions of the State affected by this emergency, to the extent necessary to meet this emergency. I direct each State agency to report the closure of any State

building or facility to the Secretary of the Department of Management Services. Under the authority contained in section 252.36, Florida Statutes, I direct each County to report the closure of any building or facility operated or maintained by the County or any political subdivision therein to the Secretary of the Department of Management Services. Furthermore, I direct the Secretary of the Department of Management Services to:

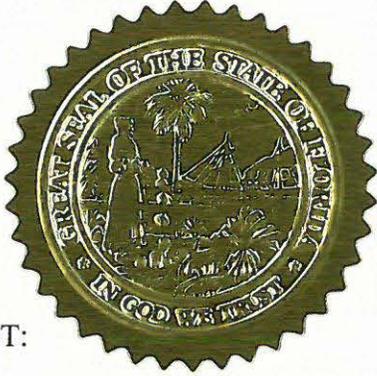
- 1) Maintain an accurate and up-to-date list of all such closures; and,
- 2) Provide that list daily to the State Coordinating Officer.

Section 5. I find that the demands placed upon the funds appropriated to the agencies of the State of Florida and to local agencies are unreasonably great and the funds currently available may be inadequate to pay the costs of coping with this emergency. In accordance with section 252.37(2), Florida Statutes, I direct that sufficient funds be made available, as needed, by transferring and expending moneys appropriated for other purposes, moneys from unappropriated surplus funds, or from the Budget Stabilization Fund.

Section 6. All State agencies entering emergency final orders or other final actions in response to this emergency shall advise the State Coordinating Officer contemporaneously or as soon as practicable.

Section 7. Medical professionals and workers, social workers, and counselors with good and valid professional licenses issued by states other than the State of Florida may render such services in Florida during this emergency for persons affected by this emergency with the condition that such services be rendered to such persons free of charge, and with the further condition that such services be rendered under the auspices of the American Red Cross or the Florida Department of Health.

Section 8. All activities taken by the Director of the Division of Emergency Management and the State Health Officer and Surgeon General with respect to this emergency before the issuance of this Executive Order are ratified. This Executive Order shall expire sixty days from this date unless extended.



ATTEST:

Laurel McKee
SECRETARY OF STATE

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 9th day of March, 2020.

[Signature]

RON DESANTIS, GOVERNOR

FILED
2020 MAR -9 PM 5:52
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

STATE OF FLORIDA

OFFICE OF THE GOVERNOR EXECUTIVE ORDER NUMBER 20-69

(Emergency Management – COVID-19 – Local Government Public Meetings)

WHEREAS, on March 1, 2020, I issued Executive Order 20-51 directing the Florida Department of Health to issue a Public Health Emergency as a result of COVID-19; and

WHEREAS, on March 1, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

WHEREAS, on March 9, 2020, I issued Executive Order 20-52 declaring a state of emergency for the entire State of Florida as a result of COVID-19; and

WHEREAS, on March 16, 2020, President Donald J. Trump and the Centers for Disease Control and Prevention (“CDC”) issued the “15 Days to Slow the Spread” guidance advising individuals to adopt far-reaching social distancing measures, such as working from home and avoiding gatherings of more than 10 people; and

WHEREAS, on March 17, 2020, I wrote a letter to Attorney General Ashley Moody seeking an advisory opinion regarding concerns raised by local government bodies about their ability to hold meetings through teleconferencing and other technological means in order to protect the public and follow the CDC guidance regarding social distancing; and

WHEREAS, on March 19, 2020, Attorney General Ashley Moody delivered an opinion to me indicating that certain provisions of Florida law require a physical quorum be present for local government bodies to conduct official business, and that local government bodies may only conduct meetings by teleconferencing or other technological means if either a statute permits a quorum to be present by means other than in person, or that the in person requirement for constituting a quorum is lawfully suspended during the state of emergency; and

WHEREAS, it is necessary and appropriate to take action to ensure that COVID-19 remains controlled, and that residents and visitors in Florida remain safe and secure;

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order to take immediate effect:

Section 1. I hereby suspend any Florida Statute that requires a quorum to be present in person or requires a local government body to meet at a specific public place.

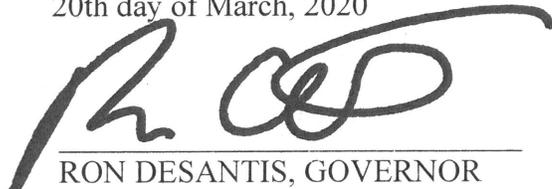
Section 2. Local government bodies may utilize communications media technology, such as telephonic and video conferencing, as provided in section 120.54(5)(b)2., Florida Statutes.

Section 3. This Executive Order does not waive any other requirement under the Florida Constitution and "Florida's Government in the Sunshine Laws," including Chapter 286, Florida Statutes.

Section 4. This Executive Order shall expire at the expiration of Executive Order 20-52, including any extension.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 20th day of March, 2020



RON DESANTIS, GOVERNOR

ATTEST:



SECRETARY OF STATE

TALLAHASSEE, FLORIDA

2020 MAR 20 AM 9:38

FILED

**AMELIA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Minutes of the March 5, 2020
Special Board of Supervisors' Meeting

MINUTES OF MEETING

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

Thursday, March 5, 2020

910 South 8th Street, Suite 100

Fernandina Beach, FL 32034

11:30 AM

Present and constituting a quorum:

John Calkins	Chairperson
Stephen Kearney	Vice Chairperson
Anna Jowers	Assistant Secretary
Laura Dubberly	Assistant Secretary (via phone)
Kelly McCarrick	Assistant Secretary (via phone)

Also, present were:

Vivian Carvalho	District Manager- PFM Group Consulting, LLC
Venessa Ripoll	Assistant DM- PFM Group Consulting, LLC (via phone)
Kevin Plenzler	PFM Financial Advisors, LLC
Katie Buchanan	District Counsel- Hopping Green & Sams (via phone)
Mike Veazey	ICI Homes (via phone)
Cheryl Graham	Leland Management, Inc.

FIRST ORDER OF BUSINESS

Organizational Matters

Call to Order and Roll Call

Ms. Carvalho called to order at 11:34 a.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: John Calkins, Stephen Kearney, and Anna Jowers. Others in attendance are listed above.

Public Comment Period

There were no public comments at this time.

SECOND ORDER OF BUSINESS

General Business Matters

**Consideration of the Minutes of
the January 23, 2020 Special
Board of Supervisors Meeting**

The Board reviewed the Minutes from the January 23, 2020 Special Board of Supervisors Meeting.

Ms. Jowers asked about the need for Lake Doctors chemically treating the ponds. A discussion took place about the need for chemically treating the pond. The aeration puts the oxygen in the water but it will not prevent algae from forming. Mr. Calkins questioned if it necessary all year because there is not an algae issue in the winter months.

On MOTION by Ms. Jowers, seconded by Mr. Kearney, with all in favor, the Board approved the Minutes from the January 23, 2020 Special Board of Supervisors Meeting, as presented.

**Update of Bond Restructuring
Series 2004A Bonds**

Mr. Plenzler provided an update on the Bond Restructuring Series 2004A Bonds. A lengthy discussion took place. Ms. Plenzler stated the best case scenario the bond restructuring Series 2004A Bonds will close the end of April or early May.

The Board discussed the Bank as Underwriter vs. MBS Capital Markets. Underwriter fees are paid out of the cost of issuance.

**Update of potential Capital
Improvement Projects**

Ms. Buchanan provided an overview of the site map and the areas of responsibility. A discussion took place regarding installation of a perimeter fence. The fence is not a Capital Improvement project since the District does not own any property to make improvements.

A discussion took place regarding a contingency reserve pertaining to the operations and maintenance section of the community. A lengthy discussion took place about paying off the Debt Service.

Ms. McCarrick suggested that if the District moves forward with an underwriter it should include the 2006A Bonds in that review.

Mr. Plenzler mentioned if the Board lets District staff work through the process for the bank loan district staff will have an answer. He noted MBS Capital Markets is the first on the list to work as an Underwriter if the bank loan does not work out.

It was noted that the existing interest rate is 6.3% for 2004 Bonds, about 5.375% for 2006 Bonds, and the Market rate decreased to approximately 4%.

A discussion took place regarding MBS Capital Markets as the Underwriter for the 2006 Bonds and whether or not they should also review the 2004A Bonds.

On MOTION by Ms. Calkins, seconded by Ms. Jowers, with all in favor, the Board approved the MBS Capital Markets to enter into an agreement relating to the proposed issuance of Bonds which will refund the District's outstanding 2006A Bonds and authorize them to evaluate both the 2004A Bonds and 2006A Bonds if the bank loan for the 2004 Bonds does not work out and authorizing the Chairman to sign the agreement.

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel – No Report

District Engineer – Not Present

District Manager – Ms. Carvalho noted the next meeting is scheduled for April 9, 2020. This will start the Budget process for Fiscal Year 2021. It is important for the District to have quorum as Ms. Jowers will not be able to attend. Mr. Calkins asked to move the April 9, 2020 meeting to 10:30 a.m. A discussion took place about availability of Board Members. Ms. Carvalho asked Ms. Ripoll to submit an advertisement for April 9, 2020 at 10:30 a.m. and change the calendar invites accordingly. Ms. Ripoll will send out the calendar invite accordingly.

**Audience Comments and
Supervisor Requests**

Mr. Calkins asked about the other 5 ponds and how to proceed. Ms. Jowers will follow up with Ms. Buchanan.

Ms. Jowers noted new owners made requests that the wall at the entrance of the community be cleaned. Ms. Jowers will get quotes for pressure washing.

FOURTH ORDER OF BUSINESS

Adjournment

There was no additional business to be discussed. Ms. Carvalho requested a motion to adjourn.

On MOTION by Mr. Kearney, seconded by Mr. Calkins, with all in favor, the March 5, 2020 Special Board of Supervisors meeting of the Amelia National CDD was adjourned at 12:50 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

**AMELIA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

Update of Bond Restructuring Options

**AMELIA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

Review of Nassau County Supervisor of
Elections, 2020 Candidate Information Sheet

**AMELIA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT SUPERVISOR
2020 CANDIDATE INFORMATION SHEET
SPECIAL DISTRICT**



**VICKI P. CANNON
NASSAU COUNTY SUPERVISOR OF ELECTIONS
PHONE: 904.491.7500
TOLL FREE: 1.866.260.4301**

Offices Up For Election	2020 ELECTION CYCLE: Seats 1, 3 and 4 (FS 190.006)	2022 ELECTION CYCLE: Seats 2 and 5 (FS 190.006) For 2022 candidate information, please contact our office.
Term of Office	4-year term (FS 190.006)	
Election Date(s)	General, November 3, 2020 (FS 100.031, 100.051, 190.006, Amelia National CDD, Ordinance No. 2004-01)	
Commencement of Term	November 17, 2020 (FS 190.006)	
Qualifications	<ul style="list-style-type: none"> ▪ Candidate must be a registered voter in Nassau County (FS 97.041, 99.021, 190.006) ▪ Candidate must reside in the Amelia National Community Development District (CDD) DE Guide 0008 ▪ The Amelia National CDD is within Precinct 204 (FS 97.041, 190.006; Nassau County Ordinance 2004-41) 	
Electorate	Eligible registered voters in the Amelia National CDD (FS 97.041, 190.006, Article VI Florida Constitution) Nonpartisan Seat (FS 190.006)	
Annual Salary	Amount not to exceed \$200 per meeting of the board of supervisors; not to exceed \$4,800.00 per year per supervisor; or not to exceed an amount established by referendum (FS 190.006)	
Qualifying Fee	Nonpartisan, Special District Candidates: \$25.00 Qualifying Fee (FS 99.061, 190.006)	
Qualifying Period	Begins: Noon, June 8, 2020 Ends: Noon, June 12, 2020 (FS 99.061)	
Qualifying Methods: Qualifying Fee OR Petition Process Filing For Office: Forms Required Petition Information: Petition Form Petition Deadline Petition Fee for Verification Prior To Closing Campaign Account:	<p align="center">THE FORMS AND PUBLICATIONS LISTED BELOW ARE AVAILABLE AT: www.VoteNassau.com</p> <p>Qualifying Fee: \$25.00 OR Petition Process: 25 valid petitions required</p> <p>Special district candidates who do not intend to collect contributions or make expenditures are required to file the following form with the Supervisor of Elections (SOE):</p> <ul style="list-style-type: none"> ▪ Affidavit of Intent, Nassau County Special District Candidate <p>Special district candidates who intend to collect contributions or make expenditures are required to file the following forms with the SOE:</p> <ul style="list-style-type: none"> ▪ DS-DE 9 Appointment of Campaign Treasurer and Designation of Campaign Depository is required to be filed with the SOE office prior to reproducing petitions for circulation if contributions are received and/or expenditures are made (FS 99.061, 99.095, 106.021, 190.006) ▪ DS-DE 84 Statement of Candidate is required to be filed within 10 days after Form DS-DE 9 has been filed with the SOE office (FS 106.023) <ul style="list-style-type: none"> ▪ DS-DE 104 Candidate Petition is the petition format prescribed by the Division of Elections and shall be used by the candidate to reproduce petitions for circulation (FS 99.061, 99.095, 190.006) ▪ May 11, 2020, prior to Noon, all petitions for verification must be submitted to the SOE office (FS 99.061, 99.095, 99.097) ▪ The SOE shall be paid in advance the sum of 10 cents for each signature checked (FS 99.097) ▪ If a candidate cannot pay such charges without imposing an undue burden on personal resources or on the resources otherwise available to the candidate, an Affidavit of Undue Burden may be filed with the SOE to have the signatures verified at no charge (FS 99.097) ▪ Prior to disposing of surplus funds in the campaign account, a candidate (excluding a write-in candidate) who qualified by the petition process and filed an Affidavit of Undue Burden to waive the petition signature verification fee must reimburse the SOE the amount of the waived fee (FS 106.141) 	
Qualifying Forms and Fee (If applicable) All items in red must be filed before the end of the qualifying period.	<ul style="list-style-type: none"> ▪ Notarized DS-DE 302NP Candidate Oath Nonpartisan Office (FS 99.021, 99.061, 190.006; Rule 1S-2.0001, F.A.C.) ▪ Commission on Ethics Form 1 Statement of Financial Interests (available early 2020) (FS 99.061; Rule 34-8.202(1), F.A.C.; Article II, Section 8, Florida Constitution) ▪ Qualifying Fee: A candidate selecting to pay the qualifying fee of \$25 or who is unable to meet the petition requirement shall submit a properly executed check in the amount of the filing fee (FS 99.061, 99.092) ▪ Write-In Candidate: Please refer to the <i>Candidate Information Sheet for Write-In Candidates</i> (FS 99.021, 99.061, 105.031, 105.041) 	
Important Publications to Read and Understand Forms and publications listed in this document are available at www.VoteNassau.com (click "Candidate Information" under RESOURCES on the right-hand side of the home page).	<p>Please refer to the following resources:</p> <ul style="list-style-type: none"> ▪ <i>Potential Conflict of Interest, Resign to Run Law, and the Hatch Act</i> ▪ <i>The Election Laws of the State of Florida</i> ▪ <i>Florida Division of Elections Candidate and Campaign Treasurer Handbook</i> ▪ <i>Nassau County Candidate Handbook</i> ▪ <i>Nassau County Electronic Filing System Guidelines for Candidates & Committees</i> ▪ <i>Florida Division of Elections Supervisor's Handbook on Candidate Qualifying</i> ▪ <i>Florida Division of Elections Supervisor's Handbook on Candidate Petitions</i> 	

**AMELIA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Resolution 2020-05,
Designating Board Member Seats for the
Upcoming General Election

RESOLUTION 2020-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AMELIA NATIONAL COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3)(A)(2)(c), FLORIDA STATUTES, AND INSTRUCTING THE NASSAU COUNTY SUPERVISOR OF ELECTIONS TO CONDUCT THE DISTRICT'S GENERAL ELECTION

WHEREAS, the Amelia National Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Nassau County, Florida; and

WHEREAS, the Board of Supervisors of the District (hereinafter the "Board") seeks to implement section 190.006(3)(A)(2)(c), Florida Statutes, and to instruct the Nassau County Supervisor of Elections to conduct the District's General Elections.

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

Section 1. The Board is currently comprised of the following individuals: Kelly McCarrick, Stephen Kearney, Anna Jowers, Laura Dubberly and John Calkins.

Section 2. The term of office for each member of the Board is as follows:

<u>Seat</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
Seat 1	Kelly McCarrick	11/2020
Seat 2	Stephen Kearney	11/2022
Seat 3	Anna Jowers	11/2020
Seat 4	Laura Dubberly	11/2020
Seat 5	John Calkins	11/2022

Section 3. Seat 1, currently held by Kelly McCarrick, Seat 3, currently held by Anna Jowers and Seat 4, currently held by Laura Dubberly are scheduled for the General Election in November 2020.

Section 4. Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

Section 5. The term of office for the individuals to be elected to the Board in the November 2020 General Election is four years.

Section 6. The new Board members shall assume office on the second Tuesday following their election.

Section 7. The District hereby instructs the Supervisor of Elections to conduct the District's General Elections on the ballot of the 2020 General Election. The District understands that it will be responsible to pay for its proportionate share of the general election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor of Elections.

PASSED AND ADOPTED THIS 9th DAY OF APRIL, 2020.

**AMELIA NATIONAL COMMUNITY
DEVELOPMENT DISTRICT**

CHAIR/VICE CHAIR

ATTEST:

SECRETARY/ASSISTANT SECRETARY

**AMELIA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

Review of Revised Rules of Procedure Per
Statute Changes

**RULES OF PROCEDURE
COMMUNITY DEVELOPMENT DISTRICT**

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EFFECTIVE AS OF _____, 20__

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Rule 1.0 General.

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

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

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

Rule 1.1 Board of Supervisors; Officers and Voting.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.

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

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

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

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

Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, 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 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language:- “Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (____) _____. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office.”
 - (e) The following or substantially similar language: “A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.”

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

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

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

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

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

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

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

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

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

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

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

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

- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

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

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

Rule 2.0 Rulemaking Proceedings.

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

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

(b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.

(c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing. ~~Notice will then be mailed to all persons whom, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its proceedings.~~

(4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.

(5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District, or has a substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.

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

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

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

- (i) Administer oaths and affirmations;
 - (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
- (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) 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)~~ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.
- (13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

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

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

Rule 3.0 Competitive Purchase.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Competitive Selection.

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

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

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

(5) Competitive Negotiation.

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

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

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

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

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

Rule 3.2 Procedure Regarding Auditor Selection.

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

(1) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

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

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

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

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

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

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

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

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

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

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

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

(3) Suspension, Revocation, or Denial of Qualification

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

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

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

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

Examples of factors affecting the seriousness of a deficiency are:

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

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

Rule 3.5 Construction Contracts, Not Design-Build.

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

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

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

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

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

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

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

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

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

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

Rule 3.6 Construction Contracts, Design-Build.

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:

- (2) Procedure.
 - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.

 - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.

 - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
 - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.

 - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed,

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

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

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

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

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

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

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

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

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

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

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

Rule 3.7 Payment and Performance Bonds.

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

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

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

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

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

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

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

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

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

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

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

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

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

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

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

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

Rule 3.9 Maintenance Services.

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

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

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

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

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

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

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

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

Rule 3.10 Contractual Services.

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

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

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

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

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

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

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

(1) Filing.

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

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

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

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

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

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

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

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

Rule 4.0 Effective Date.

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

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

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

**AMELIA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Resolution 2020-02, Setting
Public Hearing for Revised Rules of Procedure

RESOLUTION 2020-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AMELIA NATIONAL COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES OF PROCEDURE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, 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 entirely within Nassau County, Florida; and

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

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

SECTION 1. A Public Hearing will be held to adopt the District’s Rules of Procedure on _____, 20____, at _____ .m., at _____.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

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

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

ATTEST:

AMELIA NATIONAL COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairman, Board of Supervisors

**AMELIA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Resolution 2020-03,
Adopting An Internal Controls Policy
Consistent with Section 218.33

RESOLUTION 2020-03

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE AMELIA NATIONAL COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN INTERNAL CONTROLS POLICY CONSISTENT WITH SECTION 218.33, FLORIDA STATUTES; PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, consistent with Section 218.33, *Florida Statutes*, the District is statutorily required to establish and maintain internal controls designed to prevent and detect fraud, waste, and abuse as defined in Section 11.45(1), *Florida Statutes*; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets; and

WHEREAS, to demonstrate compliance with Section 218.33, *Florida Statutes*, the District desires to adopt by resolution the Internal Controls Policy attached hereto as **Exhibit A**.

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

SECTION 1. The attached Internal Controls Policy attached hereto as **Exhibit A** is hereby adopted pursuant to this Resolution.

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

ATTEST:

**AMELIA NATIONAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

EXHIBIT "A"

AMELIA NATIONAL COMMUNITY DEVELOPMENT DISTRICT INTERNAL CONTROLS POLICY

1. Purpose.

- 1.1. The purpose of this internal controls policy is to establish and maintain internal controls for the Amelia National Community Development District.
- 1.2. Consistent with Section 218.33(3), *Florida Statutes*, the internal controls adopted herein are designed to:
 - 1.2.1. Prevent and detect Fraud, Waste, and Abuse (as hereinafter defined).
 - 1.2.2. Promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.
 - 1.2.3. Support economical and efficient operations.
 - 1.2.4. Ensure reliability of financial records and reports.
 - 1.2.5. Safeguard Assets (as hereinafter defined).

2. Definitions.

- 2.1. "Abuse" means behavior that is deficient or improper when compared with behavior that a prudent person would consider a reasonable and necessary operational practice given the facts and circumstances. The term includes the misuse of authority or position for personal gain.
- 2.2. "Assets" means District assets such as cash or other financial resources, supplies, inventories, equipment and other fixed assets, real property, intellectual property, or data.
- 2.3. "Auditor" means the independent auditor (and its employees) retained by the District to perform the annual audit required by state law.
- 2.4. "Board" means the Board of Supervisors for the District.
- 2.5. "District Management" means (i) the independent contractor (and its employees) retained by the District to provide professional district management services to the District and (ii) any other independent contractor (and its employees) separately retained by the District to provide amenity management services, provided said services include a responsibility to safeguard and protect Assets.

- 2.6. “Fraud” means obtaining something of value through willful misrepresentation, including, but not limited to, intentional misstatements or intentional omissions of amounts or disclosures in financial statements to deceive users of financial statements, theft of an entity’s assets, bribery, or the use of one’s position for personal enrichment through the deliberate misuse or misapplication of an organization’s resources.
- 2.7. “Internal Controls” means systems and procedures designed to prevent and detect fraud, waste, and abuse; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets.
- 2.8. “Risk” means anything that could negatively impact the District’s ability to meet its goals and objectives. The term includes strategic, financial, regulatory, reputational, and operational risks.
- 2.9. “Waste” means the act of using or expending resources unreasonably, carelessly, extravagantly, or for no useful purpose.

3. Control Environment.

3.1. Ethical and Honest Behavior.

- 3.1.1. District Management is responsible for maintaining a work environment that promotes ethical and honest behavior on the part of all employees, contractors, vendors and others.
- 3.1.2. Managers at all levels must behave ethically and communicate to employees and others that they are expected to behave ethically.
- 3.1.3. Managers must demonstrate through words and actions that unethical behavior will not be tolerated.

4. Risk Assessment.

- 4.1. Risk Assessment. District Management is responsible for assessing Risk to the District. District Management’s Risk assessments shall include, but not be limited to:
 - 4.1.1. Identifying potential hazards.
 - 4.1.2. Evaluating the likelihood and extent of harm.
 - 4.1.3. Identifying cost-justified precautions and implementing those precautions.

5. Control Activities.

5.1. Minimum Internal Controls. The District hereby establishes the following minimum Internal Controls to prevent and detect Fraud, Waste, and Abuse:

5.1.1. Preventive controls designed to forestall errors or irregularities and thereby avoid the cost of corrections. Preventive control activities shall include, but not be limited to, the following:

5.1.1.1. Identifying and segregating incompatible duties and/or implementing mitigating controls.

5.1.1.2. Performing accounting functions in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.

5.1.1.3. Requiring proper authorizations to access and/or modify accounting software.

5.1.1.4. Implementing computerized accounting techniques (e.g. to help identify coding errors, avoid duplicate invoices, etc.).

5.1.1.5. Maintaining a schedule of the District's material fixed Assets.

5.1.1.6. Maintaining physical control over the District's material and vulnerable Assets (e.g. lock and key, computer passwords, network firewalls, etc.).

5.1.1.7. Retaining and restricting access to sensitive documents.

5.1.1.8. Performing regular electronic data backups.

5.1.2. Detective controls designed to measure the effectiveness of preventive controls and to detect errors or irregularities when they occur. Detective control activities shall include, but not be limited to, the following:

5.1.2.1. Preparing financial reports in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.

5.1.2.2. Reviewing financial statements and investigating any material variances between budgeted expenses and actual expenses.

5.1.2.3. Establishing and implementing periodic reconciliations of bank, trust, and petty cash accounts.

- 5.1.2.4. Establishing an internal protocol for reporting and investigating known or suspected acts of Fraud, Waste, or Abuse.
- 5.1.2.5. Engaging in periodic physical inventory counts and comparisons with inventory records.
- 5.1.2.6. Monitoring all ACH (electronic) transactions and the sequencing of checks.

5.2. Implementation. District Management shall implement the minimum Internal Controls described herein. District Management may also implement additional Internal Controls that it deems advisable or appropriate for the District. The specific ways District Management implements these minimum Internal Controls shall be consistent with Generally Accepted Accounting Principles (GAAP) and otherwise conform to Governmental Accounting Standards Board (GASB) and American Institute of Certified Public Accountants (AICPA) standards and norms.

6. Information and Communication.

- 6.1. Information and Communication. District Management shall communicate to its employees (needing to know) information relevant to the Internal Controls, including but not limited to any changes to the Internal Controls and/or changes to laws, rules, contracts, grant agreements, and best practices.
- 6.2. Training. District Management shall regularly train its employees (needing the training) in connection with the Internal Controls described herein and promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.

7. Monitoring Activities.

- 7.1. Internal Reviews. District Management shall internally review the District's Internal Controls at least once per year. In connection with this internal review, District Management shall:
 - 7.1.1.1. Review its operational processes.
 - 7.1.1.2. Consider the potential risk of Fraud, Waste, or Abuse inherent in each process.
 - 7.1.1.3. Identify the controls included in the process, or controls that could be included, that would result in a reduction in the inherent risk.
 - 7.1.1.4. Assess whether there are Internal Controls that need to be improved or added to the process under consideration.

7.1.1.5. Implement new controls or improve existing controls that are determined to be the most efficient and effective for decreasing the risk of Fraud, Waste or Abuse.

7.1.1.6. Train its employees on implemented new controls or improvements to existing controls.

7.2. External Audits and Other Reviews. Audits and other reviews may be performed on various components of the District's Internal Controls by the Auditor consistent with Government Auditing Standards (GAS). Audits may identify material deficiencies in the Internal Controls and make recommendations to improve them. District Management shall communicate and cooperate with the Board and the Auditor regarding the potential implementation of Auditor recommendations.

Specific Authority: §§ 190.011(5), 218.33(3), *Florida Statutes*

Effective date: , 2020

**AMELIA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Resolution 2020-04,
Approving a Preliminary Budget for Fiscal
Year 2021 and Setting a Public Hearing
Date [Suggested Date, July 9, 2020]

RESOLUTION 2020-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AMELIA NATIONAL COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2020/2021 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Amelia National Community Development District (“**District**”) prior to June 15, 2020, proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2020 and ending September 30, 2021 (“**Fiscal Year 2020/2021**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2020/2021 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: _____, 2020

HOUR: _____

LOCATION: _____

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Nassau County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

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

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

PASSED AND ADOPTED THIS _____ DAY OF APRIL, 2020.

ATTEST:

**AMELIA NATIONAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____
Its: _____

Exhibit A: FY 2020/2021 Proposed Budget

EXHIBIT A
Amelia National Community Development District
Proposed Fiscal Year 2021 Annual Operational & Maintenance Budget

	Actual Through 02/29/2020	Anticipated Mar. - Sept.	Anticipated FY 2020 Total	FY 2020 Adopted Budget	FY 2021 Proposed Budget
Revenues					
Assessments - Tax Collector & Direct Bill	\$ 119,116.83	\$ 91,608.17	\$ 210,725.00	\$ 210,725.00	\$ 210,725.00
Carry Forward Surplus	-	-	-	-	-
Interest Income	40.87	-	40.87	-	-
Net Revenues	\$ 119,157.70	\$ 91,608.17	\$ 210,765.87	\$ 210,725.00	\$ 210,725.00
Expenditures					
Supervisor Fees	\$ 1,600.00	\$ 1,600.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00
Public Official Insurance	2,693.00	0.00	2,693.00	2,900.00	2,962.00
Trustee Fees	7,434.76	0.00	7,434.76	7,500.00	7,500.00
District Management Fees	6,666.65	14,583.31	21,249.96	10,000.00	30,000.00
Management Fees - Field	4,550.00	5,200.00	9,750.00	7,800.00	7,800.00
Engineering Fees	0.00	0.00	0.00	1,500.00	1,500.00
Dissemination Agent	1,500.00	4,500.00	6,000.00	6,000.00	6,000.00
Property Appraiser Fee	4,964.00	0.00	4,964.00	5,800.00	5,800.00
District Counsel	2,085.00	415.00	2,500.00	2,500.00	2,500.00
Assessment Administration	5,000.00	0.00	5,000.00	5,000.00	5,000.00
Reamortization Schedule	0.00	500.00	500.00	500.00	500.00
Audit Fees	1,000.00	3,500.00	4,500.00	6,500.00	6,500.00
Arbitrage	0.00	1,000.00	1,000.00	1,000.00	1,000.00
Legal Advertising	1,834.34	500.00	2,334.34	1,500.00	1,500.00
Bank Fees	45.00	0.00	45.00	100.00	100.00
Contingency/Miscellaneous	12,035.00	46,465.00	58,500.00	58,500.00	31,988.00
Website Maintenance	500.00	1,900.00	2,400.00	1,200.00	2,400.00
Office Misc	31.35	200.00	231.35	250.00	250.00
Dues, Licenses & Fees	175.00	0.00	175.00	175.00	175.00
Electric	314.03	1,700.00	2,014.03	2,000.00	2,000.00
General Insurance	3,500.00	0.00	3,500.00	3,800.00	3,850.00
Repairs & Maintenance - Entry	0.00	5,000.00	5,000.00	5,000.00	5,000.00
Lake Maintenance	11,050.00	18,950.00	30,000.00	30,000.00	30,000.00
Landscape Maintenance	11,155.00	23,845.00	35,000.00	35,000.00	35,000.00
Landscape Improvement	6,798.36	1,201.64	8,000.00	8,000.00	8,000.00
Repairs & Maintenance - Irrigation	5,218.17	2,800.00	8,018.17	3,000.00	8,000.00
Entry Decorations	2,132.50	0.00	2,132.50	2,000.00	2,200.00
Operating & Maintenance Expenditures	\$ 92,282.16	\$ 133,859.95	\$ 226,142.11	\$ 210,725.00	\$ 210,725.00

750 Total Units

Per Unit Assessment Net	\$ 280.97	\$ 280.97
Per Unit Assessment Gross	\$ 298.90	\$ 298.90

**AMELIA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Termination Letter to Future
Horizons, Inc.

Amelia National
Community Development District

12051 Corporate Boulevard, Orlando, Florida 32817

_____, 2020

Via Overnight Delivery and E-Mail

Future Horizons, Inc.
P.O. Box 1115
Hastings, Florida 32145

Re: Amelia National Community Development District
Notice of Termination

Dear _____:

I am writing on behalf of the Board of Supervisors of the Amelia National Community Development District (“District”) to notify you of the District’s decision to terminate the *Agreement between Future Horizons, Inc., and the Amelia National Community Development District Regarding the Provision of Water Management and Maintenance Services*, dated April 30, 2014 (“Agreement”). The District solicited proposals from aquatic maintenance companies and determined to award the aquatic maintenance services to another proposer. The termination shall be effective _____, **2020**. Until that date, the Agreement remains in effect, and Future Horizons, Inc., remains responsible for the work described therein.

The District thanks Future Horizons, Inc., for its service to the District. Please coordinate all transition issues with The Lake Doctors, Inc.

Sincerely,

Vivian Carvalho
District Manager

cc: Katie S. Buchanan, Esq.

**AMELIA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Proposal from The Lake
Doctors, Inc., Pond Maintenance Services

**LAKE MAINTENANCE SERVICES AGREEMENT BY AND BETWEEN
THE AMELIA NATIONAL COMMUNITY DEVELOPMENT DISTRICT AND
THE LAKE DOCTORS, INC.**

THIS AGREEMENT (“AGREEMENT”) is made and entered into this ___ day of _____, 2020, by and between:

AMELIA NATIONAL COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Nassau County, Florida, whose mailing address is 12051 Corporate Boulevard, Orlando, Florida 32817 (“District”), and

THE LAKE DOCTORS, INC., a Florida corporation, whose address is 3543 State Road 419, Winter Springs, Florida 32708 (“Contractor”).

RECITALS

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

WHEREAS, the District currently owns, operates and maintains several stormwater management facilities located throughout the boundaries of the District; and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide maintenance services, including inspection and treatment for control of noxious aquatic weeds and algae, at each of the District's separate stormwater management facilities identified in this Agreement.

WHEREAS, Contractor provides such services and desires to contract with the District to do so in accordance with the terms and specifications of this Agreement; and

WHEREAS, 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 so stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

Section 2. Contractor's Obligation.

A. **General Obligations.** For a period of twelve (12) months starting on the date set forth above, unless terminated or extended in writing in accordance with the provisions of this Agreement, Contractor shall inspect and treat, as necessary, each of the thirty-four (34) stormwater management facilities (lakes) identified in the attached

Exhibit A. Specifically, Contractor shall provide the following services for all of the ponds: 1) underwater and floating vegetation control program; 2) shoreline grass and brush control program; 3) additional treatments, as required; 4) call-back service within 24 hours; and 5) comprehensive written monthly service reports, all as specified in Contractor's proposal attached hereto as **Exhibit B** (together, the "Services"). Should there be any conflict between the terms of this Agreement and the terms of **Exhibit B**, the terms of this Agreement shall control. Contractor shall provide all labor and equipment necessary to complete the Services. Further, Contractor shall conduct the Services with environmentally safe water management practices and in accordance with all local, state and federal laws, regulations, rules and requirements.

B. Compensation. Inspections and treatments provided for within the obligations stated above shall occur no less than twelve (12) times per year, or one time per month, during the term of this Agreement. Contractor shall perform the Services for Two Thousand Five Hundred Dollars (\$2,500.00) per month.

Section 3. Billing and Payment. Contractor shall invoice the District by the 5th day of each month for services provided pursuant to the terms of this Agreement. Additional services may be provided by Contractor upon explicit, written authorization from the District. Fees for such additional services shall be as negotiated between the parties and agreed to in writing prior to commencement of any such work. The District shall provide payment within thirty (30) days of receipt of invoices.

Section 4. Care of the Property. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and Services within twenty-four (24) hours.

Section 5. Insurance.

A. Contractor and any subcontractor hired by Contractor to perform the Services shall maintain throughout the term of this Agreement the following insurance:

(1) Workers' Compensation Insurance in accordance with the laws of the State of Florida.

(2) Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and including, at least, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

(3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

(4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants, employees and supervisors shall be named as additional insured parties. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

C. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

Section 6. Independent Contractor. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if there are any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

Section 7. Indemnification.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. 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 whether the District is adjudged to be more or less than 50% at fault.

Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.

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

Section 8. Recovery of Costs and Fees. 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 and costs for trial, alternative dispute resolution, or appellate proceedings.

Section 9. 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.

Section 10. Negotiation at Arms' Length. This Agreement has been negotiated fully between the parties as an arms' length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

Section 11. Enforcement. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

Section 12. Termination. The District shall have the right to terminate this Agreement at any time for cause, and with thirty (30) days' written notice without cause. Contractor shall have the right to terminate this Agreement upon sixty (60) days' written notice mailed to the District at the address written herein stating a failure of the District to perform in accordance with the terms of this Agreement, provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. As the sole means of recovery for termination, Contractor shall be entitled to payment for any Services provided through the effective date of termination, subject to any offsets that the District may have against Contractor. Contractor shall not be entitled to lost profits or consequential damages of any kind, and, instead, Contractor's sole recourse for termination of this Agreement shall be as set forth in the preceding sentence.

Section 13. Entire Agreement. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

Section 14. Amendment. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

Section 15. Authority to Contract. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

Section 16. Notices. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by Federal Express or First Class Mail, postage prepaid, to the parties, as follows:

- A.** If to Contractor: The Lake Doctors, Inc.
3543 State Road 419
Winter Springs, Florida 32708
Attn: Eric R. Williams

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

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300 (32301)
Post Office Box 6526
Tallahassee, Florida 32314
Attn: Katie S. Buchanan

Section 17. Third-Party Beneficiaries. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third-party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

Section 18. Assignment. Contractor may not assign this Agreement or any monies to become due hereunder without the prior written approval of the District.

Section 19. Controlling Law and Venue. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Nassau County, Florida.

Section 20. Public Records. Contractor understands and agrees that all documents 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 service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, 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 21. Effective Date and Term. The term of this Agreement shall be from _____, 2020 through September 30, 2020, unless terminated earlier in accordance with the terms of this Agreement. At the end of the initial term, this Agreement shall automatically renew for one year periods.

Section 22. 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 this Agreement.

Section 23. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

Section 24. 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.

Section 25. 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 acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Lake Maintenance Services Agreement on the day and year first written above.

ATTEST:

**AMELIA NATIONAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chair/Vice Chairperson, Board of
Supervisors

WITNESS:

THE LAKE DOCTORS, INC., a Florida
corporation

[PRINT NAME OF WITNESS]

By:_____

Exhibit A: Lake Location Description
Exhibit B: Proposal

Exhibit A: Lake Location Description

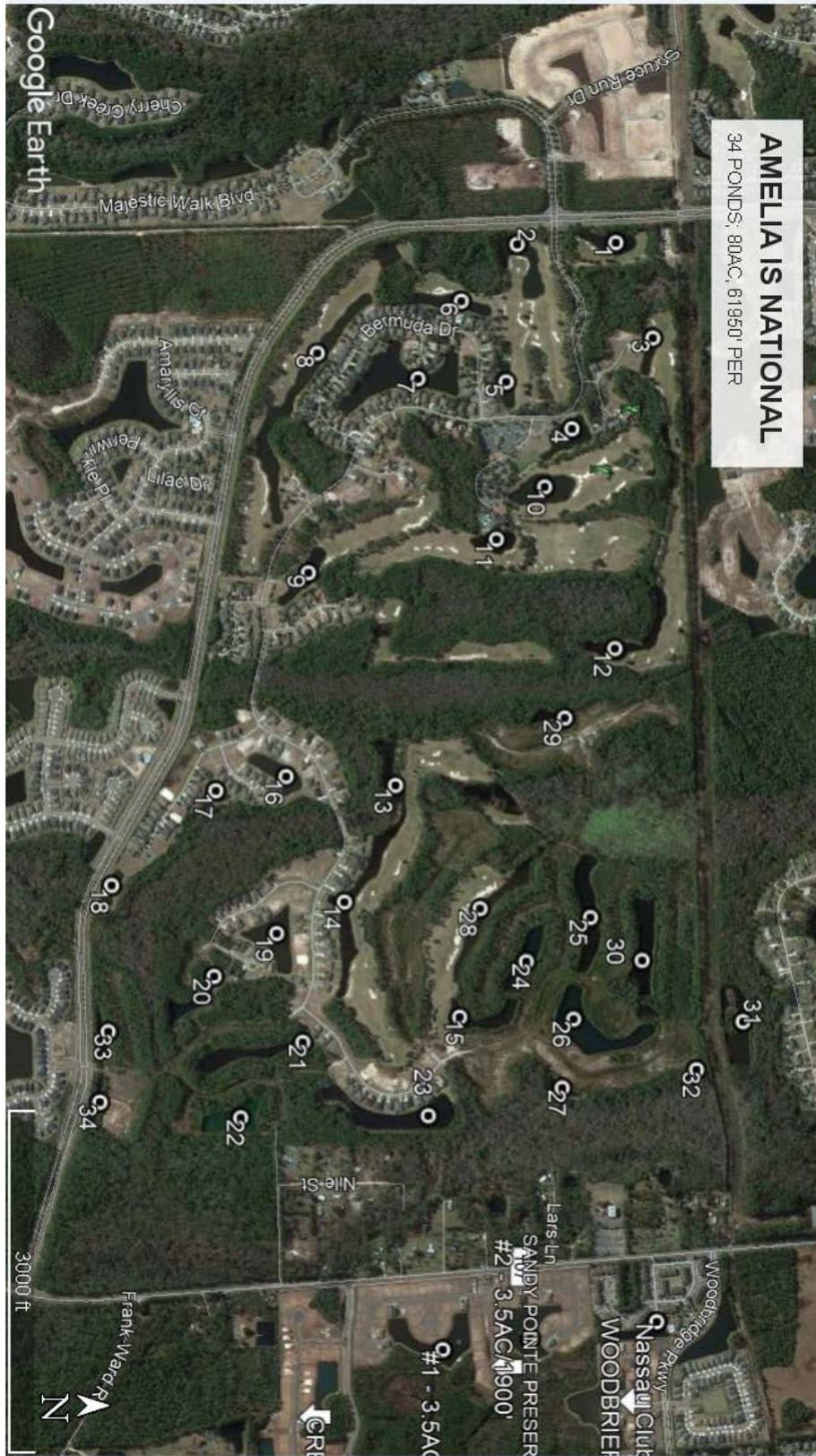


Exhibit B: Proposal



The Lake Doctors, Inc.
Aquatic Management Services

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

Water Management Agreement

MAS

This Agreement, made this _____ day of _____ 20__ is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and

PROPERTY NAME (*Community/Business/Individual*) _____

MANAGEMENT COMPANY _____

INVOICING ADDRESS _____

CITY _____ **STATE** _____ **ZIP** _____ **PHONE ()** _____

EMAIL ADDRESS _____ **EMAIL INVOICE: YES OR NO**

THIRD PARTY COMPLIANCE/REGISTRATION: YES OR NO **THIRD PARTY INVOICING PORTAL: YES OR NO**

***If a Third Party Compliance/Registration or an Invoice Portal is required; it is the customer's responsibility to provide the information.*

Hereinafter called "CUSTOMER"

REQUESTED START DATE: _____

PURCHASE ORDER #: _____

The parties hereto agree to follows:

- A. THE LAKE DOCTORS agrees to manage certain lakes and/or waterways for a period of twelve (12) months from the date of execution of this Agreement in accordance with the terms and conditions of this Agreement in the following location(s):

Thirty four (34) ponds associated with Amelia National CDD, Fernandina Beach, Florida.

Includes a minimum of twelve (12) inspections and/or treatments, as necessary, for control and prevention of noxious aquatic weeds and algae.

- B. CUSTOMER agrees to pay THE LAKE DOCTORS, its agents or assigns, the following sum for specified aquatic management services:

1.	Underwater and Floating Vegetation Control Program	\$	<u>2,500.00 monthly</u>
2.	Shoreline Grass and Brush Control Program	\$	<u>INCLUDED</u>
3.	Free Callback Service	\$	<u>INCLUDED</u>
4.	Additional Treatments, if required	\$	<u>INCLUDED</u>
5.	Detailed Written Service Reports	\$	<u>INCLUDED</u>
	Total of Services Accepted	\$	<u>2,500.00 monthly</u>

\$2,500.00 of the above sum-total shall be due and payable upon execution of this Agreement, the balance shall be payable in advance in monthly installments of **\$2,500.00** including any additional costs such as sales taxes, permitting fees, monitoring, reporting, water testing and related costs mandated by any governmental or regulatory body related to service under this Agreement.

- C. THE LAKE DOCTORS uses products which, in its sole discretion, will provide effective and safe results.

**AMELIA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of License Agreement with Amelia
National Enterprise, LLC

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) is made and entered into this ____ day of March, 2020 by and between **AMELIA NATIONAL ENTERPRISE, LLC**, a Florida limited liability company, whose address is 2359 Beville Road, Daytona Beach, Florida 32119 (“**District**” or “**Licensor**”), and **AMELIA NATIONAL COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, whose address is 12051 Corporate Boulevard, Orlando, Florida 32817 (“**Licensee**”).

RECITALS

WHEREAS, the District was established pursuant to the Uniform Special District Accountability Act, Chapter 189, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to plan, finance, construct, install, operate and/or maintain certain infrastructure, including, but not limited to, a stormwater management system and drainage area maintenance within the District’s boundaries; and

WHEREAS, Licensor has constructed certain lakes which function as part of the District’s stormwater management system (“**Lakes**”); and

WHEREAS, Licensor holds and possesses the real property on which the Lakes were constructed, which is described in **Exhibit “A”** attached hereto and incorporated herein by this reference (“**License Area**”); and,

WHEREAS, Licensee has requested that Licensor grant to Licensee a non-exclusive license over the License Area for the sole purpose of accessing and maintaining Lakes (“**Lake Maintenance**”), and Licensor is agreeable to granting such a license on the terms and conditions set forth herein.

NOW, THEREFORE, Licensor, for and in consideration of the mutual covenants contained herein and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to Licensee a non-exclusive license for the sole purpose of activities related to the Lake Maintenance, subject to the following terms and conditions:

1. Recitals. The Recitals above are true, correct, and are incorporated herein by this reference.

2. Grant of License. Licensor hereby grants to Licensee a non-exclusive license over, upon, under, through, and across the License Area related to the Lake Maintenance (“**License**”). Licensor reserves the right to modify the Lakes within the License Area at its discretion and nothing in this License prevents Licensor from doing so. Furthermore, the District is not obligated to maintain any Lakes within the License Area undergoing construction which render the Lakes inaccessible.

3. Term and Termination. This Agreement shall become effective upon the date hereof and shall remain in effect for the duration of the Lake Maintenance.

4. Damage. The parties shall use all due care to protect the License Area and adjoining property from damage resulting from the parties' use of the License Area. In the event a party, or its respective employees, agents, assignees, contractors (or their subcontractors, employees, or materialmen) or representatives cause damage to the License Area or to adjacent property or improvements in the exercise of the License granted herein, that party, at its sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps, and other structures or improvements of any kind.

5. Insurance. Licensee shall ensure that any contractors performing work for Licensee in the License Area shall at all times maintain general liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued directly by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Licensee, and its staff, consultants, and supervisors, and Licensor and its employees and representatives, as additional insureds, as their interests may appear in a combined-single limit of not less than One Million Dollars per occurrence (\$1,000,000.00) with respect to bodily injury or death and property damage.

6. Limitations on Liability. Licensor agrees that nothing contained in this Agreement shall constitute or be construed as a waiver of Licensee's limitations on liability set forth in Section 768.28, *Florida Statutes*, and other applicable law.

7. Enforcement of Agreement. In the event that the District or the Licensee seeks to enforce this License Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

8. Controlling Law; Venue. This Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Nassau County, Florida.

9. Public Records. Licensee understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and are to be treated as public records in accordance with Florida law.

10. Third Parties and No Assignment. This Agreement is solely for the benefit of the formal parties hereto, 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. This Agreement may not be assigned to any party whatsoever without the prior written consent by another party.

12. Entire Agreement. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, Licensor and Licensee caused this Agreement to be executed, effective as of the day and year first written above.

ATTEST:

**AMELIA NATIONAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

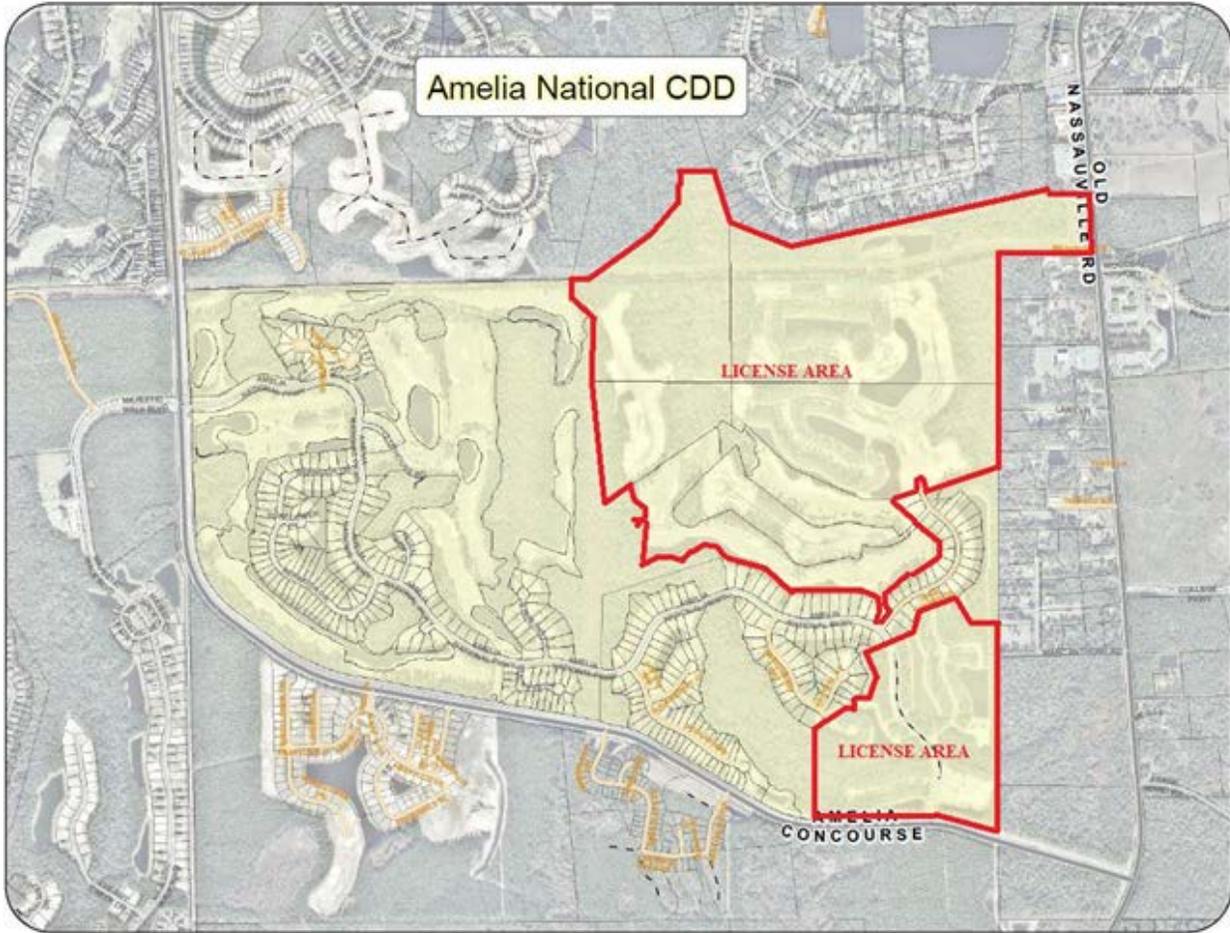
**AMELIA NATIONAL
ENTERPRISE, LLC**

Witness

By: _____
Its: _____

Exhibit A: Map of License Area

Exhibit A
Map of License Area



**AMELIA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

Review & Consideration of Pressure
Washing Proposals (under separate cover)

**AMELIA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

Discussion & Consideration of Leland
Management, Notice of Fee Increase

CERTIFIED MAIL/RETURN RECEIPT REQUESTED

April 7, 2020

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

Re: Notice of Management Fee Increase – Amelia National Community Development District

Dear District Manager:

This letter serves as notice to the Board of Directors that Leland Management will be increasing our fees effective October 1, 2020. As you are aware Leland Management has never increased our fees even though our costs of providing services have increased significantly over the years. The current management fee is \$650.00 per month which is below our standard rate for CDD's.

We are requesting to an increase in management fee from \$650.00 to \$935.00 per month.

Please review this with the Board of Directors and appreciate a decision by May 1, 2020 on the proposed increase rate. Should the Board deem the increase as a hardship for the Association they can choose to decline the increase.

Should you have any questions, please do not hesitate to contact me. You can reach me by phone at (904) 483-2987 or email dbelet@lelandmanagement.com

Respectfully Submitted,

Dee Belet, PCAM
Northeast Division – Director
Leland Management Inc.

CC: Hopping Green & Sams PA
119 S. Monroe Street, Suite 300
P.O. Box 6526
Tallahassee, FL 32314
Attn: Wesley S. Haber

**AMELIA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Proposal from Solitude for 11
Additional Aerators

SERVICES CONTRACT

CUSTOMER NAME: Amelia National CDD/ Cheryl Graham
PROPERTY NAME: Amelia National – Sites 2, 6, 8, 9, 11, 13, 16, 17, 18, 19, 23
CONTRACT DATE: April 3, 2020
SUBMITTED BY: Katie Cabanillas

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The fee for the Aeration Installation Services is **\$63,706.00**.
Site 2: \$5,114.00; Site 6: \$4,402.00; Site 8: \$10,464.00; Site 9: \$4,694.00; Site 11: \$3,472.00;
Site 13: \$13,838.00; Site 16: \$3,886.00; Site 17: \$2,616.00; Site 18: \$2,746.00; Site 19: \$4,736.00;
Site 23: \$7,738.00.

The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of

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the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Often times lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or

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otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. **NOTICE.** Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. **BINDING.** This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

AMELIA NATIONAL CDD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

**1320 Brookwood Drive Suite H
Little Rock AR 72202**

Customer's Address for Notice Purposes:

Please Mail All Contracts to:

**2844 Crusader Circle, Suite 450
Virginia Beach, VA 23451**

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SCHEDULE A – AERATION SYSTEM INSTALLATION

Aeration System Install:

1. Company will install the following submersed air diffused aeration systems:

Site 2:

Vertex High Flow Air 3 Plus XL2 Aeration System

Includes: **¾ HP Compressor (115V)**
Pressure Relief Valve
Pressure Gauge
Air Filter / Muffler Assembly
GFCI protection breaker
Lockable / Weather Proof / Sound Reducing Cabinet
Medium Sound Kit Sub Assembly
Cabinet mounting pad
Cabinet Exhaust Fan
Four (4) Air Station Bottom Diffusers
(Dual Membrane / Self Cleaning)
Check Valves
1,100 ft. underwater self-weighted air delivery tubing
(½" ID / 1 ¼" OD)
Includes 25' trenching

Site 2 Price: \$5,114.00

Site 6:

Vertex Air 3 XL2 Aeration System

Includes: **SafeStart Compressor (115V)**
Pressure Relief Valve
Pressure Gauge
Air Filter / Muffler Assembly
GFCI protection breaker
Lockable / Weather Proof / Sound Reducing Cabinet
Medium Sound Kit Sub Assembly
Cabinet mounting pad
Cabinet Exhaust Fan
Three (3) Air Station Bottom Diffusers
(Dual Membrane / Self Cleaning)
Check Valves
800 ft. underwater self-weighted air delivery tubing
(½" ID / 1 ¼" OD)
Includes 25' trenching

Site 6 Price: \$4,402.00

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Site 8:

Vertex Air 3 XL2 Aeration System

Includes: **SafeStart Compressor (115V)**
Pressure Relief Valve
Pressure Gauge
Air Filter / Muffler Assembly
GFCI protection breaker
Lockable / Weather Proof / Sound Reducing Cabinet
Medium Sound Kit Sub Assembly
Cabinet mounting pad
Cabinet Exhaust Fan
Three (3) Air Station Bottom Diffusers
(Dual Membrane / Self Cleaning)
Check Valves
3,200 ft. underwater self-weighted air delivery tubing
(1/2" ID / 1 1/4" OD)
Includes 25' trenching

Site 8 Price: \$10,464.00

Site 9:

Vertex Air 3 XL2 Aeration System

Includes: **SafeStart Compressor (115V)**
Pressure Relief Valve
Pressure Gauge
Air Filter / Muffler Assembly
GFCI protection breaker
Lockable / Weather Proof / Sound Reducing Cabinet
Medium Sound Kit Sub Assembly
Cabinet mounting pad
Cabinet Exhaust Fan
Three (3) Air Station Bottom Diffusers
(Dual Membrane / Self Cleaning)
Check Valves
1,050 ft. underwater self-weighted air delivery tubing
(1/2" ID / 1 1/4" OD)
Includes 25' trenching

Site 9 Price: \$4,694.00

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Site 11:

Vertex Air 1 Plus XL2 Aeration System

Includes: **SafeStart Compressor (115V)**
Pressure Relief Valve
Pressure Gauge
Air Filter / Muffler Assembly
GFCI protection breaker
Lockable / Weather Proof / Sound Reducing Cabinet
Small Sound Kit Sub Assembly
Cabinet mounting pad
Cabinet Exhaust Fan
Two (2) Air Station Bottom Diffusers
(Dual Membrane / Self Cleaning)
Check Valves
500 ft. underwater self-weighted air delivery tubing
(1/2" ID / 1 1/4" OD)
Includes 25' trenching

Site 11 Price: \$3,472.00

Site 13:

Vertex High Flow Air 7 XL2 Aeration System

Includes: **Two (2) 3/4 HP Compressor (115V)**
Pressure Relief Valve
Pressure Gauge
Air Filter / Muffler Assembly
GFCI protection breaker
Lockable / Weather Proof / Sound Reducing Cabinet
Large Sound Kit Sub Assembly
Cabinet mounting pad
Cabinet Exhaust Fan
Seven (7) Air Station Bottom Diffusers
(Dual Membrane / Self Cleaning)
Check Valves
6,450 ft. underwater self-weighted air delivery tubing
(1/2" ID / 1 1/4" OD)
Includes 25' trenching

Site 13 Price: \$13,838.00

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Site 16:

Vertex Air 2 XL2 Aeration System

Includes: **SafeStart Compressor (115V)**
Pressure Relief Valve
Pressure Gauge
Air Filter / Muffler Assembly
GFCI protection breaker
Lockable / Weather Proof / Sound Reducing Cabinet
Medium Sound Kit Sub Assembly
Cabinet mounting pad
Cabinet Exhaust Fan
Two (2) Air Station Bottom Diffusers
(Dual Membrane / Self Cleaning)
Check Valves
600 ft. underwater self-weighted air delivery tubing
(1/2" ID / 1 1/4" OD)
Includes 25' trenching

Site 16 Price: \$3,886.00

Site 17:

Vertex PondLyfe 2 Aeration System - GARDEN

Includes: **SafeStart Compressor (115V)**
Pressure Relief Valve
Pressure Gauge
Air Filter / Muffler Assembly
GFCI protection breaker
Lockable / Weather Proof / Sound Reducing Cabinet
Cabinet Color - GARDEN
Cabinet mounting pad
Cabinet Exhaust Fan
Two (2) Air Station Bottom Diffusers
(Single Membrane / Self Cleaning)
Check Valves
300 ft. underwater self-weighted air delivery tubing
(1/2" ID / 1 1/4" OD)
Include 25' trenching

Site 17 Price: \$2,616.00

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Site 18:

Vertex PondLyfe 2 Aeration System - GARDEN

Includes: **SafeStart Compressor (115V)**
Pressure Relief Valve
Pressure Gauge
Air Filter / Muffler Assembly
GFCI protection breaker
Lockable / Weather Proof / Sound Reducing Cabinet
Cabinet Color - GARDEN
Cabinet mounting pad
Cabinet Exhaust Fan
Two (2) Air Station Bottom Diffusers
(Single Membrane / Self Cleaning)
Check Valves
400 ft. underwater self-weighted air delivery tubing
(1/2" ID / 1 1/4" OD)
Include 25' trenching

Site 18 Price: \$2,746.00

Site 19:

Vertex Air 3 XL2 Aeration System

Includes: **SafeStart Compressor (115V)**
Pressure Relief Valve
Pressure Gauge
Air Filter / Muffler Assembly
GFCI protection breaker
Lockable / Weather Proof / Sound Reducing Cabinet
Medium Sound Kit Sub Assembly
Cabinet mounting pad
Cabinet Exhaust Fan
Three (3) Air Station Bottom Diffusers
(Dual Membrane / Self Cleaning)
Check Valves
1,100 ft. underwater self-weighted air delivery tubing
(1/2" ID / 1 1/4" OD)
Includes 25' trenching

Site 19 Price: \$4,736.00

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Site 23:

Vertex Air 5 XL2 Aeration System

Includes: **SafeStart Compressors (115V)**
Pressure Relief Valve
Pressure Gauge
Air Filter / Muffler Assembly
GFCI protection breaker
Lockable / Weather Proof / Sound Reducing Cabinet
Large Sound Kit Sub Assembly
Cabinet mounting pad
Cabinet Exhaust Fan
Five (5) Air Station Bottom Diffusers
(Dual Membrane / Self Cleaning)
Check Valves
2,300 ft. underwater self-weighted air delivery tubing
(1/2" ID / 1 1/4" OD)
Includes 25' trenching

Site 23 Price: \$7,738.00

2. All labor and parts necessary for proper installation.
3. Air Diffusers will be evenly placed throughout the lake in the deepest areas possible to provide for uniform coverage and to maximize the benefits of aeration on the lake.

***For all single-phase units** customer must provide suitable 115V power source with appropriate breaker or disconnect for electrical connection by the edge of the pond, next to the site where the compressor cabinet is to be placed. SOLitude Lake Management® can arrange for any additional electrical work necessary to meet these electrical requirements for an additional fee. SOLitude Lake Management® is not responsible for electrical permits or inspections that might be required if new electrical service is ordered. Permits and inspections are the sole responsibility of the customer and the customer's electrician who is responsible for providing the necessary electrical service as described above. The cost for installation is based on the assumption that power is available within 30 feet of the pond, and that no obstacles exist between the power source and the pond (i.e., concrete/asphalt walkways, retaining walls, utilities, landscaped areas, trees).

General:

1. Company is a Distributor, certified by the manufacturer for sales, installation, service, and repair.
2. All electrical work performed as part of the above installation will be done in accordance with all state and local codes, by a person licensed to perform such work.
3. Company will continue to maintain all appropriate licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
4. Company will furnish personnel, equipment, boats, materials, and other items required to provide the foregoing at his expense.

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Warranty:

1. Company warrants that all installation work will be done in a safe and professional manner.
2. Manufacturer warrants system for three (3) years from the date of installation against any defects in materials and workmanship.
3. Manufacturer warrants Air Station Membrane Diffusers for five (5) years from the date of installation against any defects in materials and workmanship.
4. Company warrants all labor and parts necessary for installation of the fountain aeration system for a period of one (1) year from the date of installation.
5. The manufacturer's warranty and the SŌLitude Lake Management® warranty will be voided if:
 - a. Any person not specifically authorized by the manufacturer and by SŌLitude Lake Management® performs any service, repair, or other work to the aeration system during the warranty period.
 - b. The aeration system is used in any manner inconsistent with its intended use or in any manner that is not in accordance with the manufacturer's instructions.

Your Custom Vertex Aeration System Design Specifications

Lake Solutions Ver. 17 May 2016

Customer Name:	Solitude Lake Management
Contact Name:	Katie Cabanillas
Site Name/Number:	Amelia National Site 2
Date:	March 30, 2020
Vertex Biologist:	Tamerra Jones Hering

Surface Acres:	2.44
Perimeter Feet:	1,957
Slope Ratio Relative to 1	3.0
Average Center Depth:	8.0
Average Depth	6.2
Circulation Constraint Percentage	0.0
Total Acre Feet	15.2
Lake Volume (Gallons)	4,955,137
Monthly Influent Volume (Gallons)	0
Total Volume Requiring Aeration (Gallons)	4,955,137
GPM Per AirStation	1,771
Gallons Pumped / Day	10,202,043
System Working Pressure (PSI)	6.7
Air Delivery Per AirStation at Depth(CFM)	1.3
Number of CoActive AirStations Specified:	4
Complete Turnovers / Day	2.06

Terminology

Surface Acres:	Total Surface Acres of Entire Water Body
Perimeter Feet:	Distance in Feet Along The Shoreline Around the Water Body
Bottom Slope Ratio :	Distance in Feet From Shoreline For Each Foot Increase in Depth
Average Center Depth:	Average of Depth Readings in Deepest Areas
Average Depth	Average Depth of Entire Lake in Feet
Circulation Constraint %	Reduced Circulation Due to Narrow Lake Areas, Islands, Etc.
Total Acre Feet:	An Acre Foot Equals One Acre One Foot Deep
Lake Volume :	Volume of The Entire Water Body Expressed in U.S. Gallons
Influent Volume:	Water Flowing into Lake that Requires Additional Aeration Capacity
GPM:	Gallons of Water Pumped Per Minute
Gallons Pumped / Day:	Total Gallons of Water Pumped by All AirStations Per Day
PSI	Pounds Per Square Inch
CFM	Cubic Feet Per Minute
# CoActive AirStations:	Recommended Number of AirStations For Proper Aeration
Turnovers / Day:	Number of Times Per Day the Entire Volume of The Water Body is Pumped From the Lake Bottom to The Lake's Surface



Vertex Water Features

2100 NW 33rd Street, Pompano Beach, Florida 33069

Tel:800-432-4302 / Fax:954-977-7877

www.vertexwaterfeatures.com

Copyright Vertex Water Features 2016

HF 3 Plus



Legend

Compressor Cabinet



AirStation



BottomLine Tubing

Optional Equipment



Shoreline Valve Box



1" PVC Pipe

Site and System Specifications

Surface Acres:	2.4
Perimeter Feet:	1,957
Lake Volume, Gal.:	4,955,137
Total Acre Feet:	15.2
# of AirStations:	4
CFM / AirStation:	1.3
GPM / AirStation:	1,771
Daily Pumpage:	10,202,043
Turnovers/Day:	2.06
System PSI:	6.7

Date: 3/30/20



Your Custom Vertex Aeration System Design Specifications

Lake Solutions Ver. 17 May 2016

Customer Name:	Solitude Lake Management
Contact Name:	Katie Cabanillas
Site Name/Number:	Amelia National Site 6
Date:	March 30, 2020
Vertex Biologist:	Tamerra Jones Hering

Surface Acres:	1.65
Perimeter Feet:	1,556
Slope Ratio Relative to 1	3.0
Average Center Depth:	8.0
Average Depth	5.9
Circulation Constraint Percentage	0.0
Total Acre Feet	9.8
Lake Volume (Gallons)	3,183,748
Monthly Influent Volume (Gallons)	0
Total Volume Requiring Aeration (Gallons)	3,183,748
GPM Per AirStation	1,899
Gallons Pumped / Day	8,205,240
System Working Pressure (PSI)	6.7
Air Delivery Per AirStation at Depth(CFM)	1.5
Number of CoActive AirStations Specified:	3
Complete Turnovers / Day	2.58

Terminology

Surface Acres:	Total Surface Acres of Entire Water Body
Perimeter Feet:	Distance in Feet Along The Shoreline Around the Water Body
Bottom Slope Ratio :	Distance in Feet From Shoreline For Each Foot Increase in Depth
Average Center Depth:	Average of Depth Readings in Deepest Areas
Average Depth	Average Depth of Entire Lake in Feet
Circulation Constraint %	Reduced Circulation Due to Narrow Lake Areas, Islands, Etc.
Total Acre Feet:	An Acre Foot Equals One Acre One Foot Deep
Lake Volume :	Volume of The Entire Water Body Expressed in U.S. Gallons
Influent Volume:	Water Flowing into Lake that Requires Additional Aeration Capacity
GPM:	Gallons of Water Pumped Per Minute
Gallons Pumped / Day:	Total Gallons of Water Pumped by All AirStations Per Day
PSI	Pounds Per Square Inch
CFM	Cubic Feet Per Minute
# CoActive AirStations:	Recommended Number of AirStations For Proper Aeration
Turnovers / Day:	Number of Times Per Day the Entire Volume of The Water Body is Pumped From the Lake Bottom to The Lake's Surface



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Air 3 XL2



Legend

Compressor Cabinet



AirStation



BottomLine Tubing

Optional Equipment



Shoreline Valve Box



1" PVC Pipe

Site and System Specifications

Surface Acres:	1.7
Perimeter Feet:	1,556
Lake Volume, Gal.:	3,183,748
Total Acre Feet:	9.8
# of AirStations:	3
CFM / AirStation:	1.47
GPM / AirStation:	1,899
Daily Pumpage:	8,205,240
Turnovers/Day:	2.58
System PSI:	6.7

Date: 3/30/20



Your Custom Vertex Aeration System Design Specifications

Lake Solutions Ver. 17 May 2016

Customer Name:	Solitude Lake Management
Contact Name:	Katie Cabanillas
Site Name/Number:	Amelia National Site 8
Date:	March 30, 2020
Vertex Biologist:	Tamerra Jones Hering

Surface Acres:	5.82
Perimeter Feet:	5,055
Slope Ratio Relative to 1	3.0
Average Center Depth:	8.0
Average Depth	6.1
Circulation Constraint Percentage	0.0
Total Acre Feet	35.4
Lake Volume (Gallons)	11,541,234
Monthly Influent Volume (Gallons)	0
Total Volume Requiring Aeration (Gallons)	11,541,234
GPM Per AirStation	1,869
Gallons Pumped / Day	16,149,912
System Working Pressure (PSI)	9.7
Air Delivery Per AirStation at Depth(CFM)	1.4
Number of CoActive AirStations Specified:	6
Complete Turnovers / Day	1.40

Terminology

Surface Acres:	Total Surface Acres of Entire Water Body
Perimeter Feet:	Distance in Feet Along The Shoreline Around the Water Body
Bottom Slope Ratio :	Distance in Feet From Shoreline For Each Foot Increase in Depth
Average Center Depth:	Average of Depth Readings in Deepest Areas
Average Depth	Average Depth of Entire Lake in Feet
Circulation Constraint %	Reduced Circulation Due to Narrow Lake Areas, Islands, Etc.
Total Acre Feet:	An Acre Foot Equals One Acre One Foot Deep
Lake Volume :	Volume of The Entire Water Body Expressed in U.S. Gallons
Influent Volume:	Water Flowing into Lake that Requires Additional Aeration Capacity
GPM:	Gallons of Water Pumped Per Minute
Gallons Pumped / Day:	Total Gallons of Water Pumped by All AirStations Per Day
PSI	Pounds Per Square Inch
CFM	Cubic Feet Per Minute
# CoActive AirStations:	Recommended Number of AirStations For Proper Aeration
Turnovers / Day:	Number of Times Per Day the Entire Volume of The Water Body is Pumped From the Lake Bottom to The Lake's Surface



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(2) Air 3 XL2



Legend

Compressor Cabinet



AirStation



BottomLine Tubing

Optional Equipment



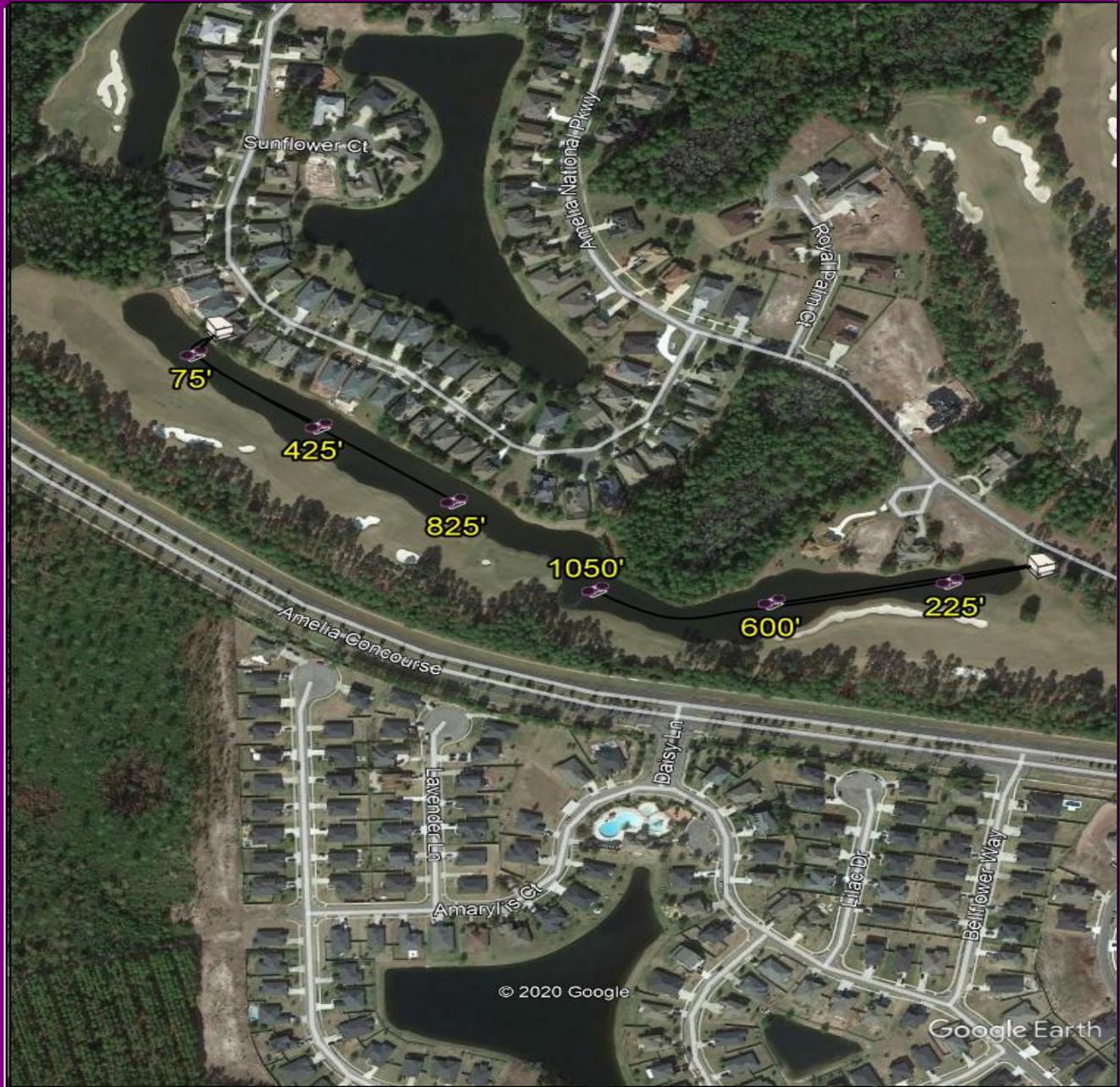
Shoreline Valve Box



1" PVC Pipe

Site and System Specifications

Surface Acres:	5.8
Perimeter Feet:	5,055
Lake Volume, Gal.:	11,541,234
Total Acre Feet:	35.4
# of AirStations:	6
CFM / AirStation:	1.43
GPM / AirStation:	1,869
Daily Pumpage:	16,149,912
Turnovers/Day:	1.40
System PSI:	9.7
Date:	3/30/20



Your Custom Vertex Aeration System Design Specifications

Lake Solutions Ver. 17 May 2016

Customer Name:	Solitude Lake Management
Contact Name:	Katie Cabanillas
Site Name/Number:	Amelia National Site 9
Date:	March 30, 2020
Vertex Biologist:	Tamerra Jones Hering

Surface Acres:	1.60
Perimeter Feet:	1,433
Slope Ratio Relative to 1	3.0
Average Center Depth:	8.0
Average Depth	6.0
Circulation Constraint Percentage	0.0
Total Acre Feet	9.6
Lake Volume (Gallons)	3,141,744
Monthly Influent Volume (Gallons)	0
Total Volume Requiring Aeration (Gallons)	3,141,744
GPM Per AirStation	1,899
Gallons Pumped / Day	8,205,240
System Working Pressure (PSI)	7.2
Air Delivery Per AirStation at Depth(CFM)	1.5
Number of CoActive AirStations Specified:	3
Complete Turnovers / Day	2.61

Terminology

Surface Acres:	Total Surface Acres of Entire Water Body
Perimeter Feet:	Distance in Feet Along The Shoreline Around the Water Body
Bottom Slope Ratio :	Distance in Feet From Shoreline For Each Foot Increase in Depth
Average Center Depth:	Average of Depth Readings in Deepest Areas
Average Depth	Average Depth of Entire Lake in Feet
Circulation Constraint %	Reduced Circulation Due to Narrow Lake Areas, Islands, Etc.
Total Acre Feet:	An Acre Foot Equals One Acre One Foot Deep
Lake Volume :	Volume of The Entire Water Body Expressed in U.S. Gallons
Influent Volume:	Water Flowing into Lake that Requires Additional Aeration Capacity
GPM:	Gallons of Water Pumped Per Minute
Gallons Pumped / Day:	Total Gallons of Water Pumped by All AirStations Per Day
PSI	Pounds Per Square Inch
CFM	Cubic Feet Per Minute
# CoActive AirStations:	Recommended Number of AirStations For Proper Aeration
Turnovers / Day:	Number of Times Per Day the Entire Volume of The Water Body is Pumped From the Lake Bottom to The Lake's Surface



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Legend

Compressor Cabinet



AirStation



BottomLine Tubing

Optional Equipment



Shoreline Valve Box



1" PVC Pipe

Site and System Specifications

Surface Acres:	1.6
Perimeter Feet:	1,433
Lake Volume, Gal.:	3,141,744
Total Acre Feet:	9.6
# of AirStations:	3
CFM / AirStation:	1.47
GPM / AirStation:	1,899
Daily Pumpage:	8,205,240
Turnovers/Day:	2.61
System PSI:	7.2
Date:	3/30/20



Your Custom Vertex Aeration System Design Specifications

Lake Solutions Ver. 17 May 2016

Customer Name: Solitude Lake Management
Contact Name: Katie Cabanillas
Site Name/Number: Amelia National Site 11
Date: March 30, 2020
Vertex Biologist: Tamerra Jones Hering

Surface Acres:	1.31
Perimeter Feet:	1,004
Slope Ratio Relative to 1	3.0
Average Center Depth:	8.0
Average Depth	6.3
Circulation Constraint Percentage	0.0
Total Acre Feet	8.3
Lake Volume (Gallons)	2,693,868
Monthly Influent Volume (Gallons)	0
Total Volume Requiring Aeration (Gallons)	2,693,868
GPM Per AirStation	1,620
Gallons Pumped / Day	4,666,740
System Working Pressure (PSI)	6.1
Air Delivery Per AirStation at Depth(CFM)	1.1
Number of CoActive AirStations Specified:	2
Complete Turnovers / Day	1.73

Terminology

Surface Acres:	Total Surface Acres of Entire Water Body
Perimeter Feet:	Distance in Feet Along The Shoreline Around the Water Body
Bottom Slope Ratio :	Distance in Feet From Shoreline For Each Foot Increase in Depth
Average Center Depth:	Average of Depth Readings in Deepest Areas
Average Depth	Average Depth of Entire Lake in Feet
Circulation Constraint %	Reduced Circulation Due to Narrow Lake Areas, Islands, Etc.
Total Acre Feet:	An Acre Foot Equals One Acre One Foot Deep
Lake Volume :	Volume of The Entire Water Body Expressed in U.S. Gallons
Influent Volume:	Water Flowing into Lake that Requires Additional Aeration Capacity
GPM:	Gallons of Water Pumped Per Minute
Gallons Pumped / Day:	Total Gallons of Water Pumped by All AirStations Per Day
PSI	Pounds Per Square Inch
CFM	Cubic Feet Per Minute
# CoActive AirStations:	Recommended Number of AirStations For Proper Aeration
Turnovers / Day:	Number of Times Per Day the Entire Volume of The Water Body is Pumped From the Lake Bottom to The Lake's Surface



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Legend

Compressor Cabinet



AirStation



BottomLine Tubing

Optional Equipment



Shoreline Valve Box



1" PVC Pipe

Site and System Specifications

Surface Acres:	1.3
Perimeter Feet:	1,004
Lake Volume, Gal.:	2,693,868
Total Acre Feet:	8.3
# of AirStations:	2
CFM / AirStation:	1.1
GPM / AirStation:	1,620
Daily Pumpage:	4,666,740
Turnovers/Day:	1.73
System PSI:	6.1

Date: 3/30/20

Your Custom Vertex Aeration System Design Specifications

Lake Solutions Ver. 17 May 2016

Customer Name: Solitude Lake Management
Contact Name: Katie Cabanillas
Site Name/Number: Amelia National Site 13
Date: March 30, 2020
Vertex Biologist: Tamerra Jones Hering

Surface Acres:	5.76
Perimeter Feet:	5,560
Slope Ratio Relative to 1	3.0
Average Center Depth:	8.0
Average Depth	5.9
Circulation Constraint Percentage	0.0
Total Acre Feet	33.8
Lake Volume (Gallons)	11,022,145
Monthly Influent Volume (Gallons)	0
Total Volume Requiring Aeration (Gallons)	11,022,145
GPM Per AirStation	1,869
Gallons Pumped / Day	18,841,564
System Working Pressure (PSI)	13.3
Air Delivery Per AirStation at Depth(CFM)	1.4
Number of CoActive AirStations Specified:	7
Complete Turnovers / Day	1.71

Terminology

Surface Acres:	Total Surface Acres of Entire Water Body
Perimeter Feet:	Distance in Feet Along The Shoreline Around the Water Body
Bottom Slope Ratio :	Distance in Feet From Shoreline For Each Foot Increase in Depth
Average Center Depth:	Average of Depth Readings in Deepest Areas
Average Depth	Average Depth of Entire Lake in Feet
Circulation Constraint %	Reduced Circulation Due to Narrow Lake Areas, Islands, Etc.
Total Acre Feet:	An Acre Foot Equals One Acre One Foot Deep
Lake Volume :	Volume of The Entire Water Body Expressed in U.S. Gallons
Influent Volume:	Water Flowing into Lake that Requires Additional Aeration Capacity
GPM:	Gallons of Water Pumped Per Minute
Gallons Pumped / Day:	Total Gallons of Water Pumped by All AirStations Per Day
PSI	Pounds Per Square Inch
CFM	Cubic Feet Per Minute
# CoActive AirStations:	Recommended Number of AirStations For Proper Aeration
Turnovers / Day:	Number of Times Per Day the Entire Volume of The Water Body is Pumped From the Lake Bottom to The Lake's Surface



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Legend

Compressor Cabinet



AirStation



BottomLine Tubing

Optional Equipment



Shoreline Valve Box



1" PVC Pipe

Site and System Specifications

Surface Acres:	5.8
Perimeter Feet:	5,560
Lake Volume, Gal.:	11,022,145
Total Acre Feet:	33.8
# of AirStations:	7
CFM / AirStation:	1.43
GPM / AirStation:	1,869
Daily Pumpage:	18,841,564
Turnovers/Day:	1.71
System PSI:	13.3

Date: 3/30/20

Your Custom Vertex Aeration System Design Specifications

Lake Solutions Ver. 17 May 2016

Customer Name: Solitude Lake Management
Contact Name: Katie Cabanillas
Site Name/Number: Amelia National Site 16
Date: March 30, 2020
Vertex Biologist: Tamerra Jones Hering

Surface Acres:	1.73
Perimeter Feet:	1,279
Slope Ratio Relative to 1	3.0
Average Center Depth:	8.0
Average Depth	6.4
Circulation Constraint Percentage	0.0
Total Acre Feet	11.0
Lake Volume (Gallons)	3,591,228
Monthly Influent Volume (Gallons)	0
Total Volume Requiring Aeration (Gallons)	3,591,228
GPM Per AirStation	2,450
Gallons Pumped / Day	7,055,286
System Working Pressure (PSI)	6.6
Air Delivery Per AirStation at Depth(CFM)	2.2
Number of CoActive AirStations Specified:	2
Complete Turnovers / Day	1.96

Terminology

Surface Acres:	Total Surface Acres of Entire Water Body
Perimeter Feet:	Distance in Feet Along The Shoreline Around the Water Body
Bottom Slope Ratio :	Distance in Feet From Shoreline For Each Foot Increase in Depth
Average Center Depth:	Average of Depth Readings in Deepest Areas
Average Depth	Average Depth of Entire Lake in Feet
Circulation Constraint %	Reduced Circulation Due to Narrow Lake Areas, Islands, Etc.
Total Acre Feet:	An Acre Foot Equals One Acre One Foot Deep
Lake Volume :	Volume of The Entire Water Body Expressed in U.S. Gallons
Influent Volume:	Water Flowing into Lake that Requires Additional Aeration Capacity
GPM:	Gallons of Water Pumped Per Minute
Gallons Pumped / Day:	Total Gallons of Water Pumped by All AirStations Per Day
PSI	Pounds Per Square Inch
CFM	Cubic Feet Per Minute
# CoActive AirStations:	Recommended Number of AirStations For Proper Aeration
Turnovers / Day:	Number of Times Per Day the Entire Volume of The Water Body is Pumped From the Lake Bottom to The Lake's Surface



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Legend

Compressor Cabinet



AirStation



BottomLine Tubing

Optional Equipment



Shoreline Valve Box



1" PVC Pipe

Site and System Specifications

Surface Acres:	1.7
Perimeter Feet:	1,279
Lake Volume, Gal.:	3,591,228
Total Acre Feet:	11.0
# of AirStations:	2
CFM / AirStation:	2.2
GPM / AirStation:	2,450
Daily Pumpage:	7,055,286
Turnovers/Day:	1.96
System PSI:	6.6

Date: 3/30/20

Your Custom Vertex Aeration System Design Specifications

Lake Solutions Ver. 17 May 2016

Customer Name: Solitude Lake Management
Contact Name: Katie Cabanillas
Site Name/Number: Amelia National Site 17
Date: March 30, 2020
Vertex Biologist: Tamerra Jones Hering

Surface Acres:	0.49
Perimeter Feet:	596
Slope Ratio Relative to 1	2.0
Average Center Depth:	8.0
Average Depth	6.2
Circulation Constraint Percentage	0.0
Total Acre Feet	3.0
Lake Volume (Gallons)	991,980
Monthly Influent Volume (Gallons)	0
Total Volume Requiring Aeration (Gallons)	991,980
GPM Per Diffuser Disk	1,164
Gallons Pumped / Day	3,352,596
System Working Pressure (PSI)	5.3
Air Delivery Per Diffuser Disk at Depth(CFM)	0.8
Number of Diffuser Disks Specified:	2
Complete Turnovers / Day	3.38

Terminology

Surface Acres:	Total Surface Acres of Entire Water Body
Perimeter Feet:	Distance in Feet Along The Shoreline Around the Water Body
Bottom Slope Ratio :	Distance in Feet From Shoreline For Each Foot Increase in Depth
Average Center Depth:	Average of Depth Readings in Deepest Areas
Average Depth	Average Depth of Entire Lake in Feet
Circulation Constraint %	Reduced Circulation Due to Narrow Lake Areas, Islands, Etc.
Total Acre Feet:	An Acre Foot Equals One Acre One Foot Deep
Lake Volume :	Volume of The Entire Water Body Expressed in U.S. Gallons
Influent Volume:	Water Flowing into Lake that Requires Additional Aeration Capacity
GPM:	Gallons of Water Pumped Per Minute
Gallons Pumped / Day:	Total Gallons of Water Pumped by All Diffuser Disks Per Day
PSI	Pounds Per Square Inch
CFM	Cubic Feet Per Minute
# Diffuser Disks:	Recommended Number of Diffuser Disks For Proper Aeration
Turnovers / Day:	Number of Times Per Day the Entire Volume of The Water Body is Pumped From the Lake Bottom to The Lake's Surface



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Legend



Compressor Cabinet



Air Station

Bottom Line Tubing

Optional Equipment



Shoreline Valve Box



1" PVC Pipe

Site and System Specifications

Surface Acres:	0.5
Perimeter Feet:	596
Lake Volume, Gal.:	991,980
Total Acre Feet:	3.0
# Diffuser Disks:	2
CFM / Disk:	0.8
GPM / Disk:	1,164
Daily Pumpage:	3,352,596
Turnovers/Day:	3.38
System PSI:	5.3

Date: 3/30/20



Your Custom Vertex Aeration System Design Specifications

Lake Solutions Ver. 17 May 2016

Customer Name: Solitude Lake Management
Contact Name: Katie Cabanillas
Site Name/Number: Amelia National Site 18
Date: March 30, 2020
Vertex Biologist: Tamerra Jones Hering

Surface Acres:	0.69
Perimeter Feet:	830
Slope Ratio Relative to 1	2.0
Average Center Depth:	8.0
Average Depth	6.2
Circulation Constraint Percentage	0.0
Total Acre Feet	4.3
Lake Volume (Gallons)	1,401,306
Monthly Influent Volume (Gallons)	0
Total Volume Requiring Aeration (Gallons)	1,401,306
GPM Per Diffuser Disk	1,164
Gallons Pumped / Day	3,352,596
System Working Pressure (PSI)	5.8
Air Delivery Per Diffuser Disk at Depth(CFM)	0.8
Number of Diffuser Disks Specified:	2
Complete Turnovers / Day	2.39

Terminology

Surface Acres:	Total Surface Acres of Entire Water Body
Perimeter Feet:	Distance in Feet Along The Shoreline Around the Water Body
Bottom Slope Ratio :	Distance in Feet From Shoreline For Each Foot Increase in Depth
Average Center Depth:	Average of Depth Readings in Deepest Areas
Average Depth	Average Depth of Entire Lake in Feet
Circulation Constraint %	Reduced Circulation Due to Narrow Lake Areas, Islands, Etc.
Total Acre Feet:	An Acre Foot Equals One Acre One Foot Deep
Lake Volume :	Volume of The Entire Water Body Expressed in U.S. Gallons
Influent Volume:	Water Flowing into Lake that Requires Additional Aeration Capacity
GPM:	Gallons of Water Pumped Per Minute
Gallons Pumped / Day:	Total Gallons of Water Pumped by All Diffuser Disks Per Day
PSI	Pounds Per Square Inch
CFM	Cubic Feet Per Minute
# Diffuser Disks:	Recommended Number of Diffuser Disks For Proper Aeration
Turnovers / Day:	Number of Times Per Day the Entire Volume of The Water Body is Pumped From the Lake Bottom to The Lake's Surface



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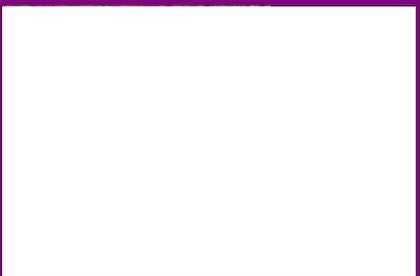
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Legend



Compressor Cabinet



AirStation



BottomLine Tubing

Optional Equipment



Shoreline Valve Box



1" PVC Pipe

Site and System Specifications

Surface Acres:	0.7
Perimeter Feet:	830
Lake Volume, Gal.:	1,401,306
Total Acre Feet:	4.3
# Diffuser Disks:	2
CFM / Disk:	0.8
GPM / Disk:	1,164
Daily Pumpage:	3,352,596
Turnovers/Day:	2.39
System PSI:	5.8

Date: 3/30/20

Your Custom Vertex Aeration System Design Specifications

Lake Solutions Ver. 17 May 2016

Customer Name: Solitude Lake Management
Contact Name: Katie Cabanillas
Site Name/Number: Amelia National Site 19
Date: March 30, 2020
Vertex Biologist: Tamerra Jones Hering

Surface Acres:	2.72
Perimeter Feet:	1,729
Slope Ratio Relative to 1	3.0
Average Center Depth:	8.0
Average Depth	6.6
Circulation Constraint Percentage	0.0
Total Acre Feet	17.9
Lake Volume (Gallons)	5,848,788
Monthly Influent Volume (Gallons)	0
Total Volume Requiring Aeration (Gallons)	5,848,788
GPM Per AirStation	1,899
Gallons Pumped / Day	8,205,240
System Working Pressure (PSI)	7.1
Air Delivery Per AirStation at Depth(CFM)	1.5
Number of CoActive AirStations Specified:	3
Complete Turnovers / Day	1.40

Terminology

Surface Acres:	Total Surface Acres of Entire Water Body
Perimeter Feet:	Distance in Feet Along The Shoreline Around the Water Body
Bottom Slope Ratio :	Distance in Feet From Shoreline For Each Foot Increase in Depth
Average Center Depth:	Average of Depth Readings in Deepest Areas
Average Depth	Average Depth of Entire Lake in Feet
Circulation Constraint %	Reduced Circulation Due to Narrow Lake Areas, Islands, Etc.
Total Acre Feet:	An Acre Foot Equals One Acre One Foot Deep
Lake Volume :	Volume of The Entire Water Body Expressed in U.S. Gallons
Influent Volume:	Water Flowing into Lake that Requires Additional Aeration Capacity
GPM:	Gallons of Water Pumped Per Minute
Gallons Pumped / Day:	Total Gallons of Water Pumped by All AirStations Per Day
PSI	Pounds Per Square Inch
CFM	Cubic Feet Per Minute
# CoActive AirStations:	Recommended Number of AirStations For Proper Aeration
Turnovers / Day:	Number of Times Per Day the Entire Volume of The Water Body is Pumped From the Lake Bottom to The Lake's Surface



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Air 3 XL2



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Compressor Cabinet



AirStation



BottomLine Tubing

Optional Equipment



Shoreline Valve Box



1" PVC Pipe

Site and System Specifications

Surface Acres:	2.7
Perimeter Feet:	1,729
Lake Volume, Gal.:	5,848,788
Total Acre Feet:	17.9
# of AirStations:	3
CFM / AirStation:	1.47
GPM / AirStation:	1,899
Daily Pumpage:	8,205,240
Turnovers/Day:	1.40
System PSI:	7.1

Date: 3/30/20

Your Custom Vertex Aeration System Design Specifications

Lake Solutions Ver. 17 May 2016

Customer Name: Solitude Lake Management
Contact Name: Katie Cabanillas
Site Name/Number: Amelia National Site 23
Date: March 30, 2020
Vertex Biologist: Tamerra Jones Hering

Surface Acres:	4.44
Perimeter Feet:	2,896
Slope Ratio Relative to 1	3.0
Average Center Depth:	8.0
Average Depth	6.6
Circulation Constraint Percentage	0.0
Total Acre Feet	29.1
Lake Volume (Gallons)	9,494,384
Monthly Influent Volume (Gallons)	0
Total Volume Requiring Aeration (Gallons)	9,494,384
GPM Per AirStation	2,088
Gallons Pumped / Day	15,032,529
System Working Pressure (PSI)	8.6
Air Delivery Per AirStation at Depth(CFM)	1.7
Number of CoActive AirStations Specified:	5
Complete Turnovers / Day	1.58

Terminology

Surface Acres:	Total Surface Acres of Entire Water Body
Perimeter Feet:	Distance in Feet Along The Shoreline Around the Water Body
Bottom Slope Ratio :	Distance in Feet From Shoreline For Each Foot Increase in Depth
Average Center Depth:	Average of Depth Readings in Deepest Areas
Average Depth	Average Depth of Entire Lake in Feet
Circulation Constraint %	Reduced Circulation Due to Narrow Lake Areas, Islands, Etc.
Total Acre Feet:	An Acre Foot Equals One Acre One Foot Deep
Lake Volume :	Volume of The Entire Water Body Expressed in U.S. Gallons
Influent Volume:	Water Flowing into Lake that Requires Additional Aeration Capacity
GPM:	Gallons of Water Pumped Per Minute
Gallons Pumped / Day:	Total Gallons of Water Pumped by All AirStations Per Day
PSI	Pounds Per Square Inch
CFM	Cubic Feet Per Minute
# CoActive AirStations:	Recommended Number of AirStations For Proper Aeration
Turnovers / Day:	Number of Times Per Day the Entire Volume of The Water Body is Pumped From the Lake Bottom to The Lake's Surface



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Air 5 XL2



Legend

Compressor Cabinet



AirStation



BottomLine Tubing

Optional Equipment



Shoreline Valve Box



1" PVC Pipe

Site and System Specifications

Surface Acres:	4.4
Perimeter Feet:	2,896
Lake Volume, Gal.:	9,494,384
Total Acre Feet:	29.1
# of AirStations:	5
CFM / AirStation:	1.72
GPM / AirStation:	2,088
Daily Pumpage:	15,032,529
Turnovers/Day:	1.58
System PSI:	8.6

Date: 3/30/20



**AMELIA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Payment Authorization
2020-45- 2020-49

**AMELIA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 45

11/4/2019

Item No.	Payee	Invoice #	FY19 General Fund	FY20 General Fund
1	Future Horizons			
	October 2019 Lake Maintenance	60597		\$ 2,437.50
2	Martex Services			
	Fall Pine Straw Installation	8320		\$ 2,100.00
3	PFM Group Consulting, LLC			
	October 2019 District Management Fee	DM-10-2019-0003		\$ 833.33
	October 2019 Website Fee	DM-10-2019-0004		\$ 100.00
Subtotal for FY			\$ -	\$ 5,470.83
Total			\$5,470.83	

Secretary/Assistant Secretary

Chairperson/ Vice Chairperson

Future Horizons, Inc.

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

INVOICE

Invoice Number: 60597
 Invoice Date: Oct 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		11/30/19

Quantity	Item	Description	Unit Price	Amount
1.00	Aquatic Weed Control	Aquatic Weed Control services performed within Amelia National in the month of October, 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.



Martex Services

LANDSCAPE MANAGEMENT

INVOICE

Date	Invoice No.
10/24/19	8320
Terms	Due Date
Net 30	11/23/19

BILL TO

PFM Group Consulting
12051 Corporate Blvd.
Orlando, FL 32817

PROPERTY

Amelia National CDD
Amelia National CDD
Fernandina Beach, FL

Amount Due	Enclosed
\$2,100.00	

Please detach top portion and return with your payment.

QTY	ITEM	UNIT PRICE	EXT PRICE	LINE TOTAL
	#6721 - Fall Pine Straw			\$2,100.00
	Fall Pine straw installation using upgraded long-leaf pine straw			
	<i>Pine straw installation</i>			\$2,100.00
Total				\$2,100.00
Credits/Payments Applied				\$0.00
Balance Due				\$2,100.00

1417 Avery Road
Fernandina Beach, FL 32034

www.martexlandscape.com



Date	Invoice Number
October 29, 2019	DM-10-2019-0003
Payment Terms	Due Date
Upon Receipt	October 29, 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 Fee: October 2019

Total Amount Due

~~\$833.33~~



Date	Invoice Number
October 29, 2019	DM-10-2019-0004
Payment Terms	Due Date
Upon Receipt	October 29, 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 - October 2019

Total Amount Due

\$100.00

**AMELIA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 46

11/11/2019

Item No.	Payee	Invoice #	FY19 General Fund	FY20 General Fund
1	Martex Services November 2019 Landscape Maintenance	8467		\$ 2,231.00
2	PFM Group Consulting, LLC September 2019 Fedex and Postage	OE-EXP-00484	\$ 13.74	
Subtotal for FY			\$ 13.74	\$ 2,231.00
Total			\$2,244.74	

Secretary/Assistant Secretary

Chairperson/ Vice Chairperson



INVOICE

Date	Invoice No.
11/01/19	8467
Terms	Due Date
Net 30	12/01/19

BILL TO
PFM Group Consulting 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 November 2019			\$2,231.00
Total				\$2,231.00
Credits/Payments Applied				\$0.00
Balance Due				\$2,231.00



Date	Invoice Number
October 22, 2019	OE-EXP-00484
Payment Terms	Due Date
Upon Receipt	October 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: September 2019 Fedex - \$6.44
September 2019 Postage - \$7.30

Total Amount Due

\$13.74



Amelia National

Invoice Number 6-728-71454	Invoice Date Sep 05, 2019	Account Number 6339-4889-5	Page 3 of 3
--------------------------------------	-------------------------------------	--------------------------------------	-----------------------

Ship Date: Aug 23, 2019 **Cust. Ref.:** PFM **P.O.#:**
Payer: Shipper **Dept. #:**

The Earned Discount for this ship date has been calculated based on a revenue threshold of USD 235,251.08

Tracking ID 776061135974	Sender	Recipient	Transportation Charge 8.87
Service Type Ppd, Domestic	Alexis Davis	PFM	Earned Discount -0.98
Zone 02	PFM - Orlando East	LESLEY ALLISON	Fuel Surcharge 0.55
Packages 1	12051 Corporate Blvd	300 S ORANGE AVE	Total Charge USD \$8.44
Actual Weight 2.2 lbs	Orlando FL 32817	STE 1170	
Rated Weight 3 lbs		ORLANDO FL 32801-337895	
Delivered Aug 26, 2019			

Ship Date: Aug 23, 2019 **Cust. Ref.:** PFM **P.O.#:**
Payer: Shipper **Dept. #:**

The Earned Discount for this ship date has been calculated based on a revenue threshold of USD 235,251.08

Tracking ID 776061076787	Sender	Recipient	Transportation Charge 8.87
Service Type Ppd, Domestic	Alexis Davis	CYNTHIA PESANTES	Earned Discount -0.98
Zone 02	PFM - Orlando East	PFM	Fuel Surcharge 0.55
Packages 1	12051 Corporate Blvd	300 S ORANGE AVE	Total Charge USD \$8.44
Actual Weight 2.2 lbs	Orlando FL 32817	STE 1170	
Rated Weight 3 lbs		ORLANDO FL 32801-337895	
Delivered Aug 26, 2019			

Ship Date: Aug 23, 2019 **Cust. Ref.:** Amelia,BBC,Silverleaf **P.O.#:**
Payer: Shipper **Dept. #:**

The Earned Discount for this ship date has been calculated based on a revenue threshold of USD 235,251.08

Tracking ID 776064639192	Sender	Recipient	Transportation Charge 9.68
Service Type Ppd, Domestic	Amanda Lane	LOCKBOX SERVICES-12-2657	Earned Discount -1.06
Zone 06	PFM - Orlando East	U S BANK, N A - CDD	Fuel Surcharge 0.60
Packages 1	12051 Corporate Blvd	1200 ENERGY PARK DR	Total Charge USD \$9.22
Rated Weight 1 lbs	Orlando FL 32817	EP-MN-01LB	
Delivered Aug 27, 2019		SAINT PAUL MN 55108-5101	

\$3.07 / 3

Prepaid Subtotal	USD	\$35.32
FedEx Ground Miscellaneous Charges (see summary section)	USD	\$14.50
Total FedEx Ground	USD	\$49.82



Amelia National

Invoice Number 6-750-05188	Invoice Date Sep 26, 2019	Account Number 6339-4889-5	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	09/13	1	1	9.68	0.58		-1.06	9.20
							Ground-Prepaid Subtotal	\$9.20
Total		1	1	\$9.68	\$0.58		-\$1.06	\$9.20

FedEx Ground Miscellaneous Charges

	Date	Quantity	Consolidated Account	Zip Code	Other Handling Charges	Ret Chg/Tax Credits/Other	Discounts	Total Charges
Weekly Service Chg	09/16	1	6339-4889-5		14.50			14.50
Total		1			\$14.50			\$14.50

	Date	Shipments	Rated Weight lbs	Transportation Charges	Other Handling Charges	Ret Chg/Tax Credits/Other	Discounts	Total Charges
Total FedEx Ground		1	1	\$9.68	\$15.08		-\$1.06	\$23.70

TOTAL THIS INVOICE USD \$23.70

FedEx Ground Prepaid Detail (Original)

Ship Date: Sep 13, 2019	Cart. Ref: Amelia, BBC, Lake Pre, Silver, Town	P.O.#:
Payor: Shipper	Dept. #:	

The Earned Discount for this ship date has been calculated based on a revenue threshold of USD 233,121.12

Tracking ID	776238764367	Sender	Recipient	Transportation Charge	9.68
Service Type	Ppd, Domestic	Amanda Lane	LOCKBOX SERVICES-12-2657	Earned Discount	-1.06
Zone	06	PFM - Orlando East	U.S. BANK, N.A. - CDD	Fuel Surcharge	0.58
Packages	1	12051 Corporate Blvd	1200 ENERGY PARK DR	Total Charge	USD \$9.20
Rated Weight	1 lbs	Orlando FL 32817	EP-MN-01LB		
Delivered	Sep 17, 2019		SAINT PAUL MN 55108-5101		

#11.84 15

Prepaid Subtotal USD \$9.20

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

Invoice Number 6-735-72672	Invoice Date Sep 12, 2019	Account Number 6339-4889-5	Page 3 of 3
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Ship Date: Aug 30, 2019 Cust. Ref.: AmNa, BBC, GID, ERSD, Parker, *S. V. 104 15* P.O. #:
 Payer: Shipper Dept. #:

The Earned Discount for this ship date has been calculated based on a revenue threshold of USD 235,122.32

Tracking ID	776125632609	Sender	Recipient	Transportation Charge	9.68
Service Type	Ppd, Domestic	Amanda Lane	LOCKBOX SERVICES-12-2657	Earned Discount	-1.06
Zone	06	PFM - Orlando East	U.S. BANK, N.A.- CDD	Fuel Surcharge	0.58
Packages	1	12051 Corporate Blvd	1200 ENERGY PARK DR	Total Charge	USD \$9.20
Rated Weight	1 lbs	Orlando FL 32817	EP-MN-01LB		
Delivered	Sep 03, 2019		SAINT PAUL MN 55108-5101		

\$ 1.53 / 6

Prepaid Subtotal	USD	\$18.09
FedEx Ground Miscellaneous Charges (see summary section)	USD	\$14.50
Total FedEx Ground	USD	\$32.59

Account Summary Report

Date Range: September 1, 2019 to September 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		9	\$7.300
Grand Total			\$7.300

**AMELIA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 47

11/22/2019

Item No.	Payee	Invoice #	FY19 General Fund	FY20 General Fund
1	DEO FY2020 Special District Fee	74114		\$ 175.00
2	Martex Services Irrigation Repair - July 2019	7277	\$ 391.83	
3	US Bank FY2020 Trustee Fees Series 2004A	5532166		\$ 3,717.38
	FY2020 Trustee Fees Series 2006A	5532230		\$ 3,717.38
4	Elite Christmas Lighting Holiday Decorations	2186		\$ 2,132.50
5	Future Horizons, Inc. Fish kill at Pond #10	60912		\$ 1,300.00
6	FPL Account 83521-45521 10/18/19 - 11/18/19			\$ 68.13
Subtotal for FY			\$ 391.83	\$ 11,110.39
Total			\$11,502.22	

Secretary/Assistant Secretary

Chairperson/ Vice Chairperson

Florida Department of Economic Opportunity, Special District Accountability Program
FY 2019/2020 Special District Fee Invoice and Update Form
 Required by Sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

Invoice No.: 74114			Date Invoiced: 10/01/2019
Annual Fee: \$175.00	Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 12/02/2019: \$175.00

STEP 1: Review the following information, make changes directly on the form, and sign and date:

1. Special District's Name, Registered Agent's Name, and Registered Office Address:



**FLORIDA DEPARTMENT OF
ECONOMIC OPPORTUNITY**

Amelia National Community Development District ✓
 Ms. Katie Buchanan ✓
 Hopping Green and Sams, P.A. ✓
 119 South Monroe Street, Suite 300 ✓
 Tallahassee, FL 32301 ✓

- 2. Telephone: (850) 222-7500 ✓
- 3. Fax: (850) 224-8551 ✓
- 4. Email: KatieB@hgslaw.com ✓
- 5. Status: Independent ✓
- 6. Governing Body: Elected ✓
- 7. Website Address: amelianationalcdd.com ✓
- 8. County(ies): Nassau ✓
- 9. Function(s): Community Development ✓
- 10. Boundary Map on File: 02/10/2004
- 11. Creation Document on File: 02/10/2004
- 12. Date Established: 01/21/2004 ✓
- 13. Creation Method: Local Ordinance ✓
- 14. Local Governing Authority: Nassau County ✓
- 15. Creation Document(s): County Ordinance 2004-01 ✓
- 16. Statutory Authority: Chapter 190, Florida Statutes ✓
- 17. Authority to Issue Bonds: Yes ✓
- 18. Revenue Source(s): Assessments ✓
- 19. Most Recent Update: 11/02/2018

I do hereby certify that the information above (changes noted if necessary) is accurate and complete as of this date.

Registered Agent's Signature: Katie Buchanan Date 10/9/19

STEP 2: Pay the annual fee or certify eligibility for the zero fee:

a. **Pay the Annual Fee:** Pay the annual fee online by following the instructions at www.Floridajobs.org/SpecialDistrictFee or by check payable to the Department of Economic Opportunity.

b. **Or, Certify Eligibility for the Zero Fee:** By initialing each of the following items, I, the above signed registered agent, do hereby certify that to the best of my knowledge and belief, **ALL** of the following statements contained herein and on any attachments hereto are true, correct, complete, and made in good faith as of this date. I understand that any information I give may be verified.

- 1. ___ This special district and its Certified Public Accountant determined the special district is not a component unit of a local general-purpose government.
- 2. ___ This special district is in compliance with the reporting requirements of the Department of Financial Services.
- 3. ___ This special district reported \$3,000 or less in annual revenues to the Department of Financial Services on its Fiscal Year 2017/2018 Annual Financial Report (If created since then, attach an income statement verifying \$3,000 or less in revenues).

Department Use Only: Approved: ___ Denied: ___ Reason: _____

STEP 3: Make a copy of this form for your records.

STEP 4: Mail this form and payment (if paying by check) to the Department of Economic Opportunity, Bureau of Budget Management, 107 E. Madison Street, MSC 120, Tallahassee, FL 32399-4124. Direct any questions to (850) 717-8430.

RECEIVED NOV 15 2019



INVOICE

Date	Invoice No.
07/18/19	7277
Terms	Due Date
Net 30	08/17/19

BILL TO
PFM Group Consulting 12051 Corporate Blvd. Orlando, FL 32817

PROPERTY
Amelia National CDD Amelia National CDD Fernandina Beach, FL

Amount Due	Enclosed
\$391.83	

Please detach top portion and return with your payment.

QTY	ITEM	UNIT PRICE	EXT PRICE	LINE TOTAL
	#5911 - Irrigation Repair T & M			\$391.83
	<i>Irrigation Repair</i>			\$391.83
	Labor - 07/16/19		\$5.40	
	Labor - 07/17/19		\$311.40	
5.00	3" pipe Sched. 40 (Material)	\$1.89	\$9.45	
1.00	3" Slip Fix (Material)	\$43.44	\$43.44	
3.00	3" Coupling (Material)	\$3.27	\$9.81	
1.00	3" Tee (Material)	\$12.33	\$12.33	
	Total			\$391.83
	Credits/Payments Applied			\$0.00
	Balance Due			\$391.83

Irrigation Repair:

3" Mainline break at exit side of main road between guard shack and concourse

PAST DUE

1417 Avery Road
Fernandina Beach, FL 32034

www.martexlandscape.com



Corporate Trust Services
EP-MN-WN3L
60 Livingston Ave.
St. Paul, MN 55107

Invoice Number: 5532166
Account Number: 256311000
Invoice Date: 10/25/2019
Direct Inquiries To: STACEY JOHNSON
Phone: 407-835-3805

AMELIA NATIONAL CDD
ATTN DISTRICT MANAGER
12051 CORPORATE BLVD
ORLANDO FL 32817

AMELIA NATIONAL SERIES 2004A

The following is a statement of transactions pertaining to your account. For further information, please review the attached.

STATEMENT SUMMARY

PLEASE REMIT BOTTOM COUPON PORTION OF THIS PAGE WITH CHECK PAYMENT OF INVOICE.

TOTAL AMOUNT DUE \$3,717.38

All invoices are due upon receipt.

Please detach at perforation and return bottom portion of the statement with your check, payable to U.S. Bank.

AMELIA NATIONAL SERIES 2004A

Invoice Number: 5532166
Account Number: 256311000
Current Due: \$3,717.38
Direct Inquiries To: STACEY JOHNSON
Phone: 407-835-3805

Wire Instructions:

U.S. Bank
ABA # 091000022
Acct # 1-801-5013-5135
Trust Acct # 256311000
Invoice # 5532166
Attn: Fee Dept St. Paul

Please mail payments to:

U.S. Bank
CM-9690
PO BOX 70870
St. Paul, MN 55170-9690





Corporate Trust Services
 EP-MN-WN3L
 60 Livingston Ave.
 St. Paul, MN 55107

Invoice Number: 5532166
 Invoice Date: 10/25/2019
 Account Number: 256311000
 Direct Inquiries To: STACEY JOHNSON
 Phone: 407-835-3805

AMELIA NATIONAL SERIES 2004A

Accounts Included 256311000 256311001 256311002 256311003 256311004 256311005
 In This Relationship: 256311006

CURRENT CHARGES SUMMARIZED FOR ENTIRE RELATIONSHIP

Detail of Current Charges	Volume	Rate	Portion of Year	Total Fees
04200 Trustee	1.00	3,450.00	100.00%	\$3,450.00
Subtotal Administration Fees - In Advance 10/01/2019 - 09/30/2020				\$3,450.00
Incidental Expenses	3,450.00	0.0775		\$267.38
Subtotal Incidental Expenses				\$267.38
TOTAL AMOUNT DUE				\$3,717.38





Corporate Trust Services
EP-MN-WN3L
60 Livingston Ave.
St. Paul, MN 55107

Invoice Number: 5532230
Account Number: 257873000
Invoice Date: 10/25/2019
Direct Inquiries To: STACEY JOHNSON
Phone: 407-835-3805

AMELIA NATIONAL CDD
ATTN DISTRICT MANAGER
12051 CORPORATE BLVD
ORLANDO FL 32817

AMELIA NATIONAL SERIES 2006A

The following is a statement of transactions pertaining to your account. For further information, please review the attached.

STATEMENT SUMMARY

PLEASE REMIT BOTTOM COUPON PORTION OF THIS PAGE WITH CHECK PAYMENT OF INVOICE.

TOTAL AMOUNT DUE \$3,717.38

All invoices are due upon receipt.

Please detach at perforation and return bottom portion of the statement with your check, payable to U.S. Bank.

AMELIA NATIONAL SERIES 2006A

Invoice Number: 5532230
Account Number: 257873000
Current Due: \$3,717.38

Direct Inquiries To: STACEY JOHNSON
Phone: 407-835-3805

Wire Instructions:
U.S. Bank
ABA # 091000022
Acct # 1-801-5013-5135
Trust Acct # 257873000
Invoice # 5532230
Attn: Fee Dept St. Paul

Please mail payments to:
U.S. Bank
CM-9690
PO BOX 70870
St. Paul, MN 55170-9690





Corporate Trust Services
 EP-MN-WN3L
 60 Livingston Ave.
 St. Paul, MN 55107

Invoice Number: 5532230
 Invoice Date: 10/25/2019
 Account Number: 257873000
 Direct Inquiries To: STACEY JOHNSON
 Phone: 407-835-3805

AMELIA NATIONAL SERIES 2006A

Accounts Included 257873000 257873001 257873002 257873003 257873004 257873005
 In This Relationship: 257873006

CURRENT CHARGES SUMMARIZED FOR ENTIRE RELATIONSHIP

Detail of Current Charges	Volume	Rate	Portion of Year	Total Fees
04200 Trustee	1.00	3,450.00	100.00%	\$3,450.00
Subtotal Administration Fees - In Advance 10/01/2019 - 09/30/2020				\$3,450.00
Incidental Expenses	3,450.00	0.0775		\$267.38
Subtotal Incidental Expenses				\$267.38
TOTAL AMOUNT DUE				\$3,717.38





Elite Christmas Lighting

1607 91st Ct. Vero Beach, FL 32966
7729339349 | sales@elitechristmaslighting.com |
elitechristmaslighting.com

RECIPIENT:

Amelia National CDD

12051 Corporate Blvd.
Orlando, Florida 32817

Estimate #2186

Sent on 10/30/2019

Total \$2,132.50

SERVICE ADDRESS:

1027 S 8th St
Fernandina Beach, Florida 32034

RECEIVED NOV 21 2019

SERVICE / PRODUCT	DESCRIPTION	QTY.	UNIT COST	TOTAL
6CT. Commercial grade Wreath 36" Mixed Pine lit with warm white lights and a 12" bow	6ct. (6) Purchased in 2016. 2 hung on each sign and 2 on the pillars to the entrance. Price is just labor of 6 wreaths	1	\$63.00	\$63.00
36" Wreath lit with 5mm LED lights and 12" bow	Hung on the sign farthest from the driveway on either side	2	\$106.75	\$213.50
Commercial Grade Garland 9" x 14" lit with warm white LED lights	Hung on the entrance signs Each sign gets 2.	4	\$78.50	\$314.00
3ct. Ligustrum Trees in front center median	Outside wrapped with 5mm LED Warm white lights. (4 Per Tree) Lights purchased in 2017. Price is just for labor	12	\$27.00	\$324.00
(New) 6ct. Ligustrum Trees in center median	Outside wrapped with 5mm LED Warm white lights	24	\$27.00	\$648.00
(New) 6ct Trees above both monument signs	Wrapped with 5mm LED warm white lights (Approx 5 sets each)	30	\$27.00	\$810.00

Updated quote to add 6 additional trees in median and 3 trees above each monument sign. Removed FL sales tax, also updated pricing to honor last years pricing.

Will receive Credit of \$240 for 24 5mm LED used red lights that are being bought by Elite Christmas Lighting

This estimate is valid for 30 days, prices may be subject to change.

Returned checks will be charged a \$75.00 Non-Sufficient funds fee. Customer is required to make a minimum deposit equal to 50% of the total project cost at the time of booking, prior to commencement of installation. (Installation dates are first come, first served and will not be reserved until full deposit payment is received.) Deposits are non-refundable

Subtotal	\$2,372.50
Discount	- \$240.00
Tax Exempt (0.0%)	\$0.00
Total	\$2,132.50



Elite Christmas Lighting

1607 91st Ct. Vero Beach, FL 32966
7729339349 | sales@elitechristmaslighting.com | elitechristmaslighting.com

Notes Continued...

Remaining 50% (or balance) of total project cost is due in full the day of project completion. Accounts not paid within terms are subject to a 1.5% monthly finance charge.

If final payment is not made within a timely manner Elite Christmas Lighting reserves the right to remove all decorations immediately with no refund of prior payments. In the event payment is not made and decorations are removed the customer is still liable for full payment of agreed contract price. Customer will be responsible for any collection fees and or legal expenses required to resolve non payment.

Elite Christmas Lighting, as part of the services provided to the customer, will install and remove all lighting, décor, and other miscellaneous equipment. Removal of décor will begin on January 2nd, please advise if you would like to keep the decor beyond that date. Decor can not be kept up beyond the month of January.

Unless specifically stated the customer acknowledges that Elite Christmas Lighting, will not be liable for the removal or storage of any pre-existing lighting, décor, and other miscellaneous equipment belonging to the customer or venue, and not provided by Elite Christmas Lighting.

Customer is willfully requesting the services provided by Elite Christmas Lighting, and understands all risks (including personal injury and loss of personal property) associated with any and all lighting, décor, and other miscellaneous equipment. Customer releases Elite Christmas Lighting, from any known or unknown liability for injuries, loss or damage to personal property, which may occur during installation, use, or removal of all lighting, décor, and other miscellaneous equipment.

Customer understands all risks associated with the use of equipment such as vehicles, man-lifts, ladders, etc. And releases Elite Christmas Lighting from liability of damage to structures or landscaping, including sod, grass, and sidewalks

Elite Christmas Lighting reserves the right to use photo/video of the decor for promotional use.

Elite Christmas Lighting will maintain the lighting and equipment due to any lighting issues arising from natural failures of equipment and installation. (For example faulty light sets, or falling light strands) valid from date of installation to January 2nd.

Elite Christmas Lighting does not warranty lighting and decor failures due to GFI trips, power surges, lightning strikes, vandalism, cut wiring from landscapers, damage from storms/natural disasters/acts of god, misuse/tampering with equipment, or any other issue not caused by an Elite Christmas Lighting staff member.

Elite Christmas Lighting will service lighting issues as described above at the following rate: \$100/hr for the first hour and \$75/hr each additional hour plus cost of materials/supplies.

Customer understands it is their responsibility to have electrical outlets installed and in working order prior to the day of installation. All trees, shrubs, and landscaping should also be trimmed prior to the day of installation. (Trimming by Elite Christmas Lighting is an additional \$75 / hour)

GFI outlets may trip when wet and we do everything possible to minimize this however, customers are responsible for resetting GFI's. All service calls that are due to GFI trips and unplugged lighting will be charged a service fee as described above.

Elite Christmas Lighting attempts to minimize any permanent fastening to buildings and structures however if deemed necessary will notify customer who will release Elite Christmas Lighting from any future claims arising from the use of such fasteners.

All lighting, décor, and other miscellaneous equipment will be leased to the customer however, Elite Christmas Lighting will retain full ownership of all equipment. (unless specifically stated)

The customer assumes full responsibility for potential damage and theft to all lighting, décor, and other equipment. If the equipment is damaged while in use by the customer, the customer will reimburse Elite Christmas Lighting for the full original price of the equipment damaged.

Customer acknowledges that they are entering into a legally binding contract with Elite Christmas Lighting and agrees to use their services for the full duration of the contract listed. Customer can not cancel this contract without the prior approval of Elite Christmas Lighting. Customer may change the design throughout the length of contract but agrees not to spend less than the predetermined amounts for the predetermined time. Elite Christmas Lighting may cancel this contract with customer at any time if determined necessary.

Signature: _____ Date: _____



Jennifer Glasgow

From: Vivian Carvalho
Sent: Thursday, November 21, 2019 10:01 AM
To: Cheryl Graham; Jennifer Glasgow
Cc: Venessa Ripoll
Subject: FW: Amelia National CDD - Holiday Lights
Attachments: Elite Christmas Lighting - Estimate 2186.pdf

Cheryl,

Thank you for the information. I have included Jennifer Glasgow to proceed with processing the attached invoice.

Thank you,

Vivian Carvalho
District Manager

PFM Group Consulting, LLC
Carvalhov@pfm.com | **Phone** 407-723-5900 | **Fax** 407-723-5901 | **Web** pfm.com
12051 Corporate Blvd | Orlando, FL 32817



From: Cheryl Graham [mailto:CGraham@lelandmanagement.com]
Sent: Wednesday, November 20, 2019 6:41 PM
To: Vivian Carvalho <carvalhov@pfm.com>
Subject: Amelia National CDD - Holiday Lights

EXTERNAL EMAIL: Use care with links and attachments.

Hi Vivian,

Attached is the estimate/invoice from Elite Christmas Lighting for the lights and wreaths to be hung at the entrance of the Amelia National community on CDD property. The amount is within the budget that was allowed for this year.

The lights are scheduled to be hung next week and payment in full is due. If the check can be issued and mailed to me, I will hold the check and personally deliver it to the technician once all of the lighting is in place and operating.

Please let me know if this is possible.

Many thanks,
Cheryl

Leland Management
904-572-4342

Future Horizons, Inc.

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

INVOICE

Invoice Number: 60912
 Invoice Date: Nov 13, 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:

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

Customer ID	Customer PO	Payment Terms	
Amelia04	Verbal	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
Railing01	Hand Deliver		12/13/19

Quantity	Item	Description	Unit Price	Amount
1.00	Aerator Service	Aerator Service Initial Equipment Setup	550.00	550.00
1.00	Aerator Service	Aerator Service 5 Days run time for 2 units & generators	750.00	750.00
		FUTURE HORIZONS, INC. responded to a fish kill at Amelia National Pond # 10. Installed 2 emergency aerators and generators to increase the dissolved oxygen level to save the remaining fish population.		
Subtotal				1,300.00
Sales Tax				
Freight				
Total Invoice Amount				1,300.00
Payment/Credit Applied				
TOTAL				1,300.00

Check/Credit Memo No:

Overdue invoices are subject to finance charges.



FPL
GENERAL MAIL FACILITY
MIAMI FL 33189-0001

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

Nov 18, 2019 Electric Bill

For: Oct 18, 2019 to Nov 18, 2019 (31 days)

Service Address
95005 AMELIA NATIONAL PKWY # ENTRANCE
FERNANDINA BEACH, FL 32034
GLASGOWJ@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	\$62.96
Payments	-\$62.96
New charges due by Dec 9, 2019	\$68.13
Total amount you owe	\$68.13

Amount of your last bill	62.96
Payment received - Thank you	-62.96
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)	\$44.06
Fuel: (First 1000 kWh at \$0.022270) (Over 1000 kWh at \$0.032270)	\$14.68
Electric service amount	67.02
Storm charge	-0.59
Gross receipts tax	1.70
Taxes and charges	1.11
Total new charges	\$68.13
Total amount you owe	\$68.13

pd 11/22/19

Meter Summary

Meter reading - Meter ACD3605 Next meter reading Dec 18, 2019
Current reading 72914
Previous reading -72255

kWh used 659

Energy Usage Comparison

	This Month	Last Month	Last Year
Service to	Nov 18, 2019	Oct 18, 2019	Nov 16, 2018
kWh Used	659	596	681
Service days	31	30	29
kWh/day	21	20	23
Amount	\$68.13	\$62.96	\$69.75

Energy Usage History



Keep In Mind

- Payments received after December 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.
- The Florida Public Service Commission approved a one-time refund related to the storm charge that is included in your November bill. Learn more: FPL.com/rates

RECEIVED NOV 19 2019

Don't fall for a scammer

Scammers use caller ID spoofing appearing to be FPL. Don't fall for it when they demand payment with a prepaid card.
[Protect yourself](#)

Let's go solar, together

With FPL SolarTogether, a new proposed program, everyone has the opportunity to enjoy the benefits of solar.
[Learn More](#)

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)



Thank you for your payment!

Your payment was made on **Nov 22, 2019 07:32 AM EST.**

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

Total Payment Amount	\$68.13
Electric Payment	\$68.13
Payment Date	Nov 22, 2019
Bank Account	*****9799
Confirmation Number	3260732

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.

**AMELIA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 48
12/19/2019

Item No.	Payee	Invoice #	FY19 General Fund	FY20 General Fund
1	FPL			
	Acct: 29680-15020; 11/14/19-11/18/19 + \$50 deposit	--		\$ 76.57
	Acct: 29680-15020; 11/18/19 - 12/18/19			\$ 34.62
	Acct: 83521-45521; 11/18/19 - 12/18/19	--		\$ 71.75
2	Future Horizons, Inc.			
	Lake maintenance Nov 2019	60950		\$ 2,437.50
	Install pond fountain	61208		\$ 11,785.00
3	Grau and Associates			
	Audit FY19	18867		\$ 500.00
4	Hopping Green & Sams			
	District Counsel thru 10/31/19	111424		\$ 1,195.00
5	Hunter Electric Company			
	Electrical for pond aeration pump	19-4460		\$ 3,027.00
6	Martex Services			
	Enlarge front entry flower bed	8683		\$ 2,033.48
	Irrigation repair 11/21	8704		\$ 133.02
	Install seasonal flowers	8746		\$ 1,508.21
	Irrigation repair 11/22 & 11/26	8759		\$ 837.03
	Landscape maintenance Dec 2019	8834		\$ 2,231.00
	Irrigation repair 12/10 & 12/11	8981		\$ 853.53
7	Nassau Country Property Appraiser			
	Non-ad valorem assessments FY19-20	--		\$ 4,964.00
8	PFM Group Consulting LLC			
	District Management fee Nov 2019	DM-11-2019-0001		\$ 833.33
	Website fee Nov 2019	DM-11-2019-0002		\$ 100.00
			Subtotal for FY	\$ -
			Total	\$32,621.04

Secretary/Assistant Secretary

Chairperson/ Vice Chairperson

12/30/19



Thank you for your payment!

Your payment was made on **Dec 6, 2019 04:46 PM EST.**

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

Total Payment Amount	\$76.57
Electric Payment	\$76.57
Payment Date	Dec 6, 2019
Bank Account	*****9799
Confirmation Number	3401646

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.



FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

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

AMELIA NATIONAL COMMUNITY DEVELOPMENT DISTRICT:
Here's what you owe for this billing period.

Additional Activity	\$50.00
New charges due by Dec 13, 2019	\$26.57
Total amount you owe	\$76.57

Additional activity	
Deposit Balance Due	50.00
Balance before new charges	\$50.00
NEW CHARGES	
Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS	
Electric service amount	1.41
Gross receipts tax	0.04
Florida sales tax	0.11
Discretionary sales surtax	0.01
Taxes and charges	0.16
Initial Charge	25.00
Total new charges	\$26.57
Total amount you owe	\$76.57

Nov 22, 2019 Electric Bill

For: Nov 14, 2019 to Nov 18, 2019 (4 days)

Service Address
95440 BERMUDA DR #PUMP
FERNANDINA BEACH, FL 32034

Account Number 29680-15020

Questions? Contact Us

Reliable energy is affordable energy.

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

Meter Summary

Meter reading - Meter ACD6771 Next meter reading Dec 18, 2019	
Current reading	00000
Previous reading	-00000
<hr/>	
kWh used	0

Energy Usage Comparison

	This Month
Service to	Nov 18, 2019
kWh Used	0
Service days	4
kWh/day	0
Amount	\$1.57

Keep In Mind

- Payments received after December 13, 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.
- This billing period is less than a month; bill factors are available upon request.
- The Service/Initial Charge is a one-time charge to defray administrative costs required to start your electric service or to make a change to your account at your request.
- As a business customer, you may qualify for a Florida Sales Tax exemption on your electric bill. Call the Florida Department of Revenue at 1-800-352-3671 to determine if you qualify, or visit www.FPL.com/taxexemption for further information.
- The Florida Public Service Commission approved a one-time refund related to the storm charge that is included in your November bill. Learn more: FPL.com/rates

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[Learn More](#)

Useful Links

[Billing and service details](#)

[Energy News](#)

[View back of the bill](#)

Important Numbers

Customer Service:	1-800-375-2434
Outside Florida:	1-800-226-3545
To report power outages:	1-800-4OUTAGE (468-8243)
Hearing/speech impaired:	711 (Relay Service)



FINAL NOTICE

December 3, 2019

Before Power Is Turned Off Remotely



Account Number	29680-15020
Total Past Due	\$50.00
Must Be Paid By	Dec 12, 2019

AUTO **CO 1704 085618



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

Total Amount Paid _____

Make check payable to FPL in U.S. funds and mail with this coupon to:

FPL
GENERAL MAIL FACILITY
MIAMI, FL 33188-0001



Avoid delays from mailing your payment, use payment options below.

Power may be turned off without visiting your location

Final Notice for Electric Service

Issued on Dec 3, 2019

Account Number 29680-15020
Customer Name AMELIA NATIONAL COMMUNITY DEVELOPMENT DISTRICT
Service Address 95440 BERMUDA DR #PUMP, FERNANDINA BEACH, FL 32034

Please take immediate action on Total Past Due balance to avoid disconnection and additional fees.

Total Past Due \$50.00	Must Be Paid By Dec 12, 2019
Security Deposit	Pay By Dec 12, 2019 \$50.00

Pay Online

Use a bank account to pay the free, secure way by visiting **FPL.com/billpay**.
Use credit or debit card with Western Union Speedpay® **FPL.com/paycard**.

Pay by Phone

Use a bank account by calling **800-375-2434**.
Use credit or debit card with Western Union Speedpay® **1-800-979-3967**.

Pay in Person

Find an authorized pay agent near you at **FPL.com/payagent** or call **800-375-2434**.

Keep in Mind

- Accounts disconnected for non-payment will be connected within **24 hours** of payment posting and will incur a **\$13.00** reconnect fee.

Important Information

- This notice does not show payments, payment arrangements, or payment assistance commitments made since issuance of this notice.
- Returned payments for Final Notice balances may result in disconnection of service without further notice.
- Use of payment locations not authorized by FPL may result in a delay of up to 7 business days to post to your FPL account and potential additional collection action.
- For questions, visit **FPL.com** or call the number below. If your matter remains unresolved, you may register your concern with the Florida Public Service Commission. FPL is committed to the fair treatment of all customers.
- Receive past due notifications via email by enrolling in FPL eBill at **FPL.com/Billing**.

FPL has the right to safe access to its facilities located in your property. Failure or neglect to provide safe access may result in FPL discontinuing service. Ref: Section 25-6105(f) of the Florida Administrative Code.



USEFUL TELEPHONE NUMBERS

Customer Service: 800-375-2434
Outside Florida: 1-800-226-3545

Hearing/Speech Impaired: 711 (Relay Service)
Florida Public Service Commission: 1-800-342-3552

To change your account information, please visit www.FPL.com, please account or complete the form below using black or blue ink and fill in bubbles completely. Sample 

Fill in bubble next to your request:

- Send bills to my e-mail address
- Update/Add e-mail address
- Mail bills to my service address
- Update my mailing address
- Update my phone number
- Disconnect my electric service – Request Date ____/____/____

E-mail Address: _____ @ _____

Mailing Address: _____

Note: Name changes require copy of legal ID and copy of legal document supporting the name change. Please select appropriate reason, enclose documents and sign below.

- Correct the spelling of my name
- Change my last name due to marriage or divorce
- Change the name to the estate
- Change the name to the surviving spouse
- Correct the business name

NAME: _____

Home Phone #: _____

Work Phone #: _____

Signature: _____

Please have your bill available.

TO CONNECT ELECTRIC SERVICE OR ASK QUESTIONS ABOUT YOUR BILL

Please visit www.FPL.com or call the customer service number in the lower right hand corner of the front of this bill.

REPORTING A POWER OUTAGE 1-800-4OUTAGE (1-800-468-8243)

The fastest and easiest way, day or night, to report power outages and downed power lines.

Help With Managing Your Bill

- Online Home Energy Survey: A free analysis to identify energy savings in your home. Log on to www.FPL.com/OHES.
- Businesses can get a free Energy Evaluation to identify savings. Call 1-800-FPL-5566.
- FPL E-Mail Bill: Receive, review and pay your bill through e-mail.
- FPL Automatic Bill Pay: Your bill is always paid, and always on time.
- FPL Pay Online: Make payments at www.FPL.com whenever you choose.
- FPL Friendly Reminder: A free program that provides customers with a duplicate notice before power is shut off for non-payment. The duplicate notice can be sent to their designated third party or to their service address when they use a different mailing address. Enroll at www.FPL.com/remind.

Statement Information

kWh: Kilowatt-hour. A measure of electrical energy. One kWh is the equivalent of using 1,000 watts for one hour. For example, if you use a 100 watt light bulb for 720 hours (i.e., for 30 days straight), you used 72 kWh.

Customer Charge: A fixed amount to cover the administrative costs to maintain your account, even if no electricity is used.

Non-Fuel Energy Charge: The non-fuel costs to produce and deliver electricity, environmental compliance programs, and for non-demand customers only, the costs of conservation programs.

Fuel Charge: A direct pass-through of the fuel costs to produce and deliver your electricity.

Demand Charge: The cost to supply the maximum amount of energy used on the account within a 30-minute interval during the billing period. For demand customers, this charge also includes the costs of conservation programs.

Electric Service Amount: Total of the customer charge, fuel and non-fuel charges, and demand charge, if applicable.

Taxes (Utility/Florida Sales/Discretionary Sales Surtax/Gross Receipts): Taxes on the sale of electricity levied by and paid to the State of Florida or local governments.

Storm Charge: A bond repayment charge approved in a financing order by the Florida Public Service Commission to help finance hurricane and storm-related expenses. The funds are collected on behalf of a separate legal entity for which FPL serves as the collection agent. The storm charge is adjusted periodically to align with actual bond repayment costs.

Franchise Charge: A fee to local governments that we have an agreement with in order to provide electricity in their area.

FPL Care to Share Energy Fund: Contributions collected by FPL and administered by non-profit agencies to benefit those in need.

For full details of the charges used to calculate your bill, visit www.FPL.com/rates.

Information on Paying by Mail

- Include the top portion of your electric bill with your payment
- Use the enclosed return envelope
- Make your check payable to FPL in U.S. funds
- Write your FPL account number on the check
- Do not send cash
- Do not include paper clips or staples
- Avoid folding your check

Give yourself enough time for post office delivery or you can pay immediately by using FPL Online at www.FPL.com or FPL Pay by Phone using the phone number in the front of the bill.

When you pay by check, you authorize FPL to process your payment electronically or as a draft. If your payment is processed electronically, your checking account may be debited on the same day we receive the check and your check will not be returned with your checking account statement.

FPL does not agree to any restrictions, conditions or endorsements placed on any bill statement or payments such as check, money order, or other forms of payment. We will process the payment as if these restrictions or conditions do not exist.

Visit www.FPL.com for more information.



/ 27

5000 3413296801502087567000000

Please request changes on the back.
Notes on the front will not be detected.

The amount enclosed includes the following donation:

FPL Care To Share \$ _____



B 4,8 3413 8

AUTO **CO 1704 071768



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

Make check payable to FPL in U.S. funds
and mail along with this coupon to:

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001



Account number	Total amount you owe	New charges due by	Amount enclosed
29680-15020	\$76.57	Dec 13 2019	\$

Your electric statement

Account number: 29680-15020

For: Nov 14 2019 to Nov 18 2019 (4 days)

Customer name: AMELIA NATIONAL COMMUNITY

Statement date: Nov 22 2019

Service address: 95440 BERMUDA DR #PUMP

Next meter reading: Dec 18 2019

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (=)	New charges due by
0.00	0.00	50.00	50.00	26.57	\$76.57	Dec 13 2019

Meter reading - Meter ACD6771

Current reading 00000
 Previous reading - 00000
 kWh used 0

Energy usage
 kWh this month 0
 Service days 4
 kWh per day 0

Additional activity:
 Deposit balance due 50.00
 Balance before new charges \$50.00

New charges (Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS)
 Electric service amount 1.41
 Gross receipts tax 0.04
 Florida sales tax 0.11
 Discretionary sales surtax 0.01
 Initial charge 25.00
 Total new charges \$26.57

Total amount you owe \$76.57

- Payments received after **December 13, 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.
- This billing period is less than a month; bill factors are available upon request.
- The Service/Initial Charge is a one-time charge to defray administrative costs required to start your electric service or to make a change to your account at your request.
- As a business customer, you may qualify for a Florida Sales Tax exemption on your electric bill. Call the Florida Department of Revenue at 1-800-352-3671 to determine if you qualify, or visit www.FPL.com/taxexemption for further information.
- The Florida Public Service Commission approved a one-time refund related to the storm charge that is included in your November bill. Learn more: FPL.com/rates

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Please have your account number ready when contacting FPL.
 Customer service: 1-800-375-2434
 Outside Florida: 1-800-226-3545
 To report power outages: 1-800-4OUTAGE (468-8243)
 Hearing/speech impaired: 711 (Relay Service)
 Online at: www.FPL.com

Fill in bubble next to your request:

- Send bills to my e-mail address
- Update/Add e-mail address
- Mail bills to my service address
- Update my mailing address
- Update my phone number
- Disconnect my electric service - Request Date ____/____/____

Note: Name changes require copy of legal ID and copy of legal document supporting the name change. Please select appropriate reason, enclose documents and sign below.

- Correct the spelling of my name
- Change my last name due to marriage or divorce
- Change the name to the estate
- Change the name to the surviving spouse
- Correct the business name

E-mail Address: _____ @ _____

Mailing Address: _____

NAME: _____

Home Phone #: _____

Work Phone #: _____

Signature: _____

Please have your bill available.

TO CONNECT ELECTRIC SERVICE OR ASK QUESTIONS ABOUT YOUR BILL

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- FPL E-Mail Bill: Receive, review and pay your bill through e-mail.
- FPL Automatic Bill Pay: Your bill is always paid, and always on time.
- FPL Pay Online: Make payments at www.FPL.com whenever you choose.
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Fuel Charge: A direct pass-through of the fuel costs to produce and deliver your electricity.

Demand Charge: The cost to supply the maximum amount of energy used on the account within a 30-minute interval during the billing period. For demand customers, this charge also includes the costs of conservation programs.

Electric Service Amount: Total of the customer charge, fuel and non-fuel charges, and demand charge, if applicable.

Taxes (Utility/Florida Sales/Discretionary Sales Surtax/Gross Receipts): Taxes on the sale of electricity levied by and paid to the State of Florida or local governments.

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For full details of the charges used to calculate your bill, visit www.FPL.com/rates.

Information on Paying by Mail

- Include the top portion of your electric bill with your payment
- Use the enclosed return envelope
- Make your check payable to FPL in U.S. funds
- Write your FPL account number on the check
- Do not send cash
- Do not include paper clips or staples
- Avoid folding your check

Give yourself enough time for post office delivery or you can pay immediately by using FPL Online at www.FPL.com or FPL Pay by Phone using the phone number in the front of the bill.

When you pay by check, you authorize FPL to process your payment electronically or as a draft. If your payment is processed electronically, your checking account may be debited on the same day we receive the check and your check will not be returned with your checking account statement.

FPL does not agree to any restrictions, conditions or endorsements placed on any bill statement or payments such as check, money order, or other forms of payment. We will process the payment as if these restrictions or conditions do not exist.

Visit www.FPL.com for more information.



DEPOSIT BILL STATEMENT



13MD 3413 9



AUTO **C0 1704 071750

PLEASE FILL IN TOTAL AMOUNT PAID

\$ _____

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

Make check payable to FPL in U.S. funds and mail along with this coupon to:



FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

ACCOUNT NUMBER	ISSUE DATE	CHARGES PAST DUE	AMOUNT DUE
29680-15020	NOV 19, 2019	DEC 2, 2019	\$50.00

ENCLOSE TOP PORTION WHEN PAYING BY MAIL WITH CHECK.

Please bring entire bill when paying at a local pay

CUSTOMER GUARANTEE DEPOSIT CERTIFICATE

Account Number : 29680-15020
Type : COMMERCIAL
Service Address : 95440 BERMUDA DR #PUMP

Guarantee Deposit No. : 4231617
Deposit Amount : \$50.00
Issue Date : 11-19-2019

AMELIA NATIONAL COMMUNITY
DEVELOPMENT DISTRICT
12051 CORPORATE BLVD
ORLANDO FL 32817

If you have made full payment, please accept our thanks and disregard this notice.

Please retain this certificate and your receipt or cancelled check when returned by the bank.

NOT TRANSFERABLE BETWEEN INDIVIDUALS, PARTNERSHIPS OR CORPORATIONS

This deposit is to secure payment of any amount which may become due the Company by the Customer for service in the Customer's name at any or all premises the Customer may occupy, and may be used as if the Company were the absolute owner thereof.

The terms under which this deposit is made and accepted are:

Interest at the rate of 2% per annum will accrue on security deposits held by the Company 6 months after the deposit is paid. The interest shall be increased to 3% after a period of not less than 23 months of continuous service and a satisfactory payment record has been established for the last 12 months. After the account has been opened for 6 months, it will be reviewed and billed if the initial deposit is less than two months' average billing. After 12 months of continuous service, the deposit may be partially refunded if the deposit amount exceeds the amount of two average billing periods.

If payments are not received by the due date, the account may be subject to a deposit adjustment. The total amount of the deposit shall not exceed charges for two months' average billing.

Any deposit balance, plus interest, if any, remaining after settlement of all indebtedness will be refunded to the Customer.

RECEIVED NOV 25 2019



Fill in bubble next to your request:

- Send bills to my e-mail address
- Update/Add e-mail address
- Mail bills to my service address
- Update my mailing address
- Update my phone number
- Disconnect my electric service - Request Date ____/____/____

Note: Name changes require copy of legal ID and copy of legal document supporting the name change. Please select appropriate reason, enclose documents and sign below.

- Correct the spelling of my name
- Change my last name due to marriage or divorce
- Change the name to the estate
- Change the name to the surviving spouse
- Correct the business name

E-mail Address: _____ @ _____

Mailing Address: _____

NAME: _____

Home Phone #: _____

Work Phone #: _____

Signature: _____

Please have your bill available.

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- FPL E-Mail Bill: Receive, review and pay your bill through e-mail.
- FPL Automatic Bill Pay: Your bill is always paid, and always on time.
- FPL Pay Online: Make payments at www.FPL.com whenever you choose.
- FPL Friendly Reminder: A free program that provides customers with a duplicate notice before power is shut off for non-payment. The duplicate notice can be sent to their designated third party or to their service address when they use a different mailing address. Enroll at www.FPL.com/remind.

Statement Information

kWh: Kilowatt-hour. A measure of electrical energy. One kWh is the equivalent of using 1,000 watts for one hour. For example, if you use a 100 watt light bulb for 720 hours (i.e., for 30 days straight), you used 72 kWh.

Customer Charge: A fixed amount to cover the administrative costs to maintain your account, even if no electricity is used.

Non-Fuel Energy Charge: The non-fuel costs to produce and deliver electricity, environmental compliance programs, and for non-demand customers only, the costs of conservation programs.

Fuel Charge: A direct pass-through of the fuel costs to produce and deliver your electricity.

Demand Charge: The cost to supply the maximum amount of energy used on the account within a 30-minute interval during the billing period. For demand customers, this charge also includes the costs of conservation programs.

Electric Service Amount: Total of the customer charge, fuel and non-fuel charges, and demand charge, if applicable.

Taxes (Utility/Florida Sales/Discretionary Sales Surtax/Gross Receipts): Taxes on the sale of electricity levied by and paid to the State of Florida or local governments.

Storm Charge: A bond repayment charge approved in a financing order by the Florida Public Service Commission to help finance hurricane and storm-related expenses. The funds are collected on behalf of a separate legal entity for which FPL serves as the collection agent. The storm charge is adjusted periodically to align with actual bond repayment costs.

Franchise Charge: A fee to local governments that we have an agreement with in order to provide electricity in their area.

FPL Care to Share Energy Fund: Contributions collected by FPL and administered by non-profit agencies to benefit those in need.

For full details of the charges used to calculate your bill, visit www.FPL.com/rates.

Information on Paying by Mail

- Include the top portion of your electric bill with your payment
- Use the enclosed return envelope
- Make your check payable to FPL in U.S. funds
- Write your FPL account number on the check
- Do not send cash
- Do not include paper clips or staples
- Avoid folding your check

Give yourself enough time for post office delivery or you can pay immediately by using FPL Online at www.FPL.com or FPL Pay by Phone using the phone number in the front of the bill.

When you pay by check, you authorize FPL to process your payment electronically or as a draft. If your payment is processed electronically, your checking account may be debited on the same day we receive the check and your check will not be returned with your checking account statement.

FPL does not agree to any restrictions, conditions or endorsements placed on any bill statement or payments such as check, money order, or other forms of payment. We will process the payment as if these restrictions or conditions do not exist.

Visit www.FPL.com for more information.



Thank you for your payment!

Your payment was made on **Jan 6, 2020 09:55 AM EST.**

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

Total Payment Amount	\$34.62
Electric Payment	\$34.62
Payment Date	Jan 6, 2020
Bank Account	*****9799
Confirmation Number	0060955

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.



FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

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

For: Nov 18, 2019 to Dec 18, 2019 (30 days)

Service Address
95440 BERMUDA DR # PUMP
FERNANDINA BEACH, FL 32034
GLASGOWJ@PFM.COM
Account Number 29680-15020

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

**AMELIA NATIONAL COMMUNITY DEVELOPMENT DISTRICT:
Here's what you owe for this billing period.**

Amount of your last bill	\$76.57
Payments	-\$76.57
New charges due by Jan 8, 2020	\$34.62
Total amount you owe	\$34.62

Amount of your last bill	76.57
Payment received - Thank you	-76.57
Balance before new charges	\$0.00
NEW CHARGES	
Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS	
Customer charge:	\$10.54
Non-fuel: (\$0.065310 per kWh)	\$14.90
Fuel: (\$0.025630 per kWh)	\$5.84
Electric service amount	31.28
Gross receipts tax	0.80
Florida sales tax	2.22
Discretionary sales surtax	0.32
Taxes and charges	3.34
Total new charges	\$34.62
Total amount you owe	\$34.62

Meter Summary

Meter reading - Meter ACD6771 Next meter reading Jan 18, 2020	
Current reading	00228
Previous reading	-00000
<hr/>	
kWh used	228

Energy Usage Comparison

	This Month	Last Month
Service to	Dec 18, 2019	Nov 18, 2019
kWh Used	228	0
Service days	30	4
kWh/day	8	0
Amount	\$34.62	\$1.57

Keep In Mind

- Thank you for enrolling in the FPL E-Mail Bill program. Now that you are participating, THIS WILL BE THE LAST PAPER BILL YOU RECEIVE FROM FPL. You will be notified of future bills by e-mail.
- Payments received after January 08, 2020 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.
- We've installed a smart meter on your property and it's ready to give you information--by the month, day and hour--about your energy use. For more information about the benefits, including how the smart meter will be read remotely, visit www.FPL.com/smartmeter.
- The Florida Public Service Commission has approved routine annual adjustments to the fuel, capacity, environmental and conservation components of your bill that will take effect in January. To learn more about your energy bill, visit FPL.com/rates

Keeping bills low

Our investments in clean solar energy and new power plants are keeping bills low.
[Learn More](#)

A new hassle-free way to go solar

FPL SolarTogether would give everyone the opportunity to be part of Florida's clean energy future.
[See how](#)

Useful Links

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

Important Numbers

- Customer Service: 1-800-375-2434
- Outside Florida: 1-800-226-3545
- To report power outages: 1-800-4OUTAGE (468-8243)
- Hearing/speech impaired: 711 (Relay Service)



Thank you for your payment!

Your payment was made on **Jan 6, 2020 09:51 AM EST.**

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

Total Payment Amount	\$71.75
Electric Payment	\$71.75
Payment Date	Jan 6, 2020
Bank Account	*****9799
Confirmation Number	0060951

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.



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	\$68.13
Payments	-\$68.13
New charges due by Jan 8, 2020	\$71.75
Total amount you owe	\$71.75

Amount of your last bill	68.13
Payment received - Thank you	-68.13
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)	\$46.27
Fuel: (First 1000 kWh at \$0.022270) (Over 1000 kWh at \$0.032270)	\$15.41
Electric service amount	69.96
Gross receipts tax	1.79
Taxes and charges	1.79
Total new charges	\$71.75
Total amount you owe	\$71.75

Dec 18, 2019 Electric Bill

For: Nov 18, 2019 to Dec 18, 2019 (30 days)

Service Address

95005 AMELIA NATIONAL PKWY # ENTRANCE
FERNANDINA BEACH, FL 32034
GLASGOWJ@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 Jan 18, 2020	
Current reading	73606
Previous reading	-72914

kWh used	692
----------	-----

Energy Usage Comparison

	This Month	Last Month	Last Year
	Dec 18, 2019	Nov 18, 2019	Dec 18, 2018
Service to			
kWh Used	692	659	918
Service days	30	31	32
kWh/day	23	21	29
Amount	\$71.75	\$68.13	\$91.19

Energy Usage History



Keep In Mind

- Payments received after January 08, 2020 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.
- The Florida Public Service Commission has approved routine annual adjustments to the fuel, capacity, environmental and conservation components of your bill that will take effect in January. To learn more about your energy bill, visit FPL.com/rates

Keeping bills low

Our investments in clean solar energy and new power plants are keeping bills low.

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A new hassle-free way to go solar

FPL SolarTogether would give everyone the opportunity to be part of Florida's clean energy future.

[See how](#)

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)

Future Horizons, Inc.

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

INVOICE

Invoice Number: 60950
 Invoice Date: Nov 29, 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		12/29/19

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

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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.

Future Horizons, Inc.

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

INVOICE

Invoice Number: 61208
 Invoice Date: Dec 9, 2019
 Page: 1

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

Bill To:
ICI Homes 14785 Old St. Augustine Rd, Ste 3 Jacksonville, FL 32258

Ship to:
Amelia National C/O ICI Homes 14785 Old St. Augustine Rd, Ste 3 Jacksonville, FL 32258

Customer ID	Customer PO	Payment Terms	
ICI01	Per Quote - Mike V	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
Railing01	Hand Deliver	12/6/19	1/8/20

Quantity	Item	Description	Unit Price	Amount
1.00	Kasco RA6-RM	RM System 6 Robust-Aire with six diffuser assemblies,two KM-120 compressors, 500' of 3/8 weighted tubing, 3,400' of additional 5/8 tubing and a large cabinet.	9,735.00	9,735.00
1.00	Aerator Service	Plowing and installation of remote manifold system and inwater installation of tubing and diffuser heads Unit serial # 9126RA6BR750	1,350.00	1,350.00

Subtotal	11,085.00
Sales Tax	
Freight	700.00
Total Invoice Amount	11,785.00
Payment/Credit Applied	
TOTAL	11,785.00

Check/Credit Memo No:

Overdue invoices are subject to finance charges.

Grau and Associates

951 W. Yamato Road, Suite 280
Boca Raton, FL 33431-
www.graucpa.com

Phone: 561-994-9299

Fax: 561-994-5823

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

Invoice No. 18867
Date 12/02/2019

SERVICE	AMOUNT
Audit FYE 09/30/2019	\$ <u>500.00</u>
Current Amount Due	\$ <u>500.00</u>

0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
500.00	0.00	0.00	0.00	0.00	500.00

Payment due upon receipt.

Grau & Associates

951 Yamato Road, Suite 280
Boca Raton, FL 33431
561-994-9299

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

Statement Date 12/02/2019
Client No. 6

Invoice	Date	Description	Charge	Credit	Balance
Current Activity Through 12/02/2019					
18867	12/02/2019	Invoice	500.00		500.00
			Current Balance	\$	500.00

0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
500.00	0.00	0.00	0.00	0.00	\$ 500.00

Hopping Green & Sams

Attorneys and Counselors

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

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===== STATEMENT =====

November 27, 2019

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

Bill Number 111424
Billed through 10/31/2019

General Counsel

AMENAT 00001 KSB

FOR PROFESSIONAL SERVICES RENDERED

10/07/19	KEM	Review special district fee invoice and update form.	0.10 hrs
10/09/19	KSB	Proposed revisions to rules of procedure; confer with Ripolli.	0.80 hrs
10/10/19	KSB	Prepare for and attend board meeting.	3.50 hrs
Total fees for this matter			\$1,195.00

MATTER SUMMARY

Ibarra, Katherine E. - Paralegal	0.10 hrs	125 /hr	\$12.50
Buchanan, Katie S.	4.30 hrs	275 /hr	\$1,182.50

TOTAL FEES \$1,195.00

TOTAL CHARGES FOR THIS MATTER \$1,195.00

BILLING SUMMARY

Ibarra, Katherine E. - Paralegal	0.10 hrs	125 /hr	\$12.50
Buchanan, Katie S.	4.30 hrs	275 /hr	\$1,182.50

TOTAL FEES \$1,195.00

TOTAL CHARGES FOR THIS BILL \$1,195.00

Please include the bill number on your check.

Hunter Electric Company
 11624 Davis Creek Road East
 Jacksonville, FL 32256

904-268-4203 Phone - 904-886-0073 Fax - EC-13002350

Invoice

Date	Invoice #
12/16/2019	19-4460

Bill To
ICI HOMES Amelia 14785 OLD ST AUGUSTINE RD, STE 3 JACKSONVILLE, FL 32258

P.O. No.	Terms	Job Site
	Due on receipt	AMELIA N 155

Quantity	Description	Rate	Amount
	RUN CONDUIT / PULL WIRE AND SET SERVICE / RUN WIRE FOR AERATION PUMP FOR POND	3,027.00	3,027.00
THANK YOU FOR YOUR BUSINESS		Total	\$3,027.00



Martex Services

LANDSCAPE MANAGEMENT

INVOICE

Date	Invoice No.
11/21/19	8683
Terms	Due Date
Net 30	12/21/19

BILL TO
PFM Group Consulting 12051 Corporate Blvd. Orlando, FL 32817

PROPERTY
Amelia National CDD Amelia National CDD Fernandina Beach, FL

Amount Due	Enclosed
\$2,033.48	

Please detach top portion and return with your payment.

QTY	ITEM	UNIT PRICE	EXT PRICE	LINE TOTAL
				\$2,033.48
	#6028 - Enlarge flower bed			
	<p>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.</p> <p>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.</p>			
	<i>Landscape Work</i>			<i>\$2,033.48</i>
	Total			\$2,033.48
	Credits/Payments Applied			\$0.00
	Balance Due			\$2,033.48

RECEIVED NOV 25 2019

1417 Avery Road
Fernandina Beach, FL 32034

www.martexlandscape.com



INVOICE

Date	Invoice No.
11/22/19	8704
Terms	Due Date
Net 30	12/22/19

BILL TO
PFM Group Consulting 12051 Corporate Blvd. Orlando, FL 32817

PROPERTY
Amelia National CDD Amelia National CDD Fernandina Beach, FL

Amount Due	Enclosed
\$133.02	

Please detach top portion and return with your payment.

QTY	ITEM	UNIT PRICE	EXT PRICE	LINE TOTAL
	#7003 - Irrigation Repair T & M			\$133.02
	<i>Irrigation Repair</i>			\$133.02
	Labor - 11/21/19		\$114.60	
1.00	12" - Rainbird Pop-up Head (Material)	\$9.12	\$9.12	
1.00	Rotor - Rainbird 5004 (Material)	\$9.30	\$9.30	
Total				\$133.02
Credits/Payments Applied				\$0.00
Balance Due				\$133.02

Replaced pop up and rotor for better coverage on seed and flower areas. Work completed

RECEIVED NOV 25 2019

1417 Avery Road
Fernandina Beach, FL 32034

www.martexlandscape.com



INVOICE

Date	Invoice No.
12/02/19	8746
Terms	Due Date
Net 30	01/01/20

BILL TO
PFM Group Consulting 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
	#7032 - Seasonal Flowers			\$1,508.21
	<i>Seasonal flowers installed</i>			\$1,508.21
Total				\$1,508.21
Credits/Payments Applied				\$0.00
Balance Due				\$1,508.21

RECEIVED DEC 04 2019



INVOICE

Date	Invoice No.
12/02/19	8759
Terms	Due Date
Net 30	01/01/20

BILL TO
PFM Group Consulting 12051 Corporate Blvd. Orlando, FL 32817

PROPERTY
Amelia National CDD Amelia National CDD Fernandina Beach, FL

Amount Due	Enclosed
\$837.03	

Please detach top portion and return with your payment.

QTY	ITEM	UNIT PRICE	EXT PRICE	LINE TOTAL
	#7016 - Irrigation Repair T & M			\$837.03
	<i>Irrigation Repair</i>			\$837.03
	Labor - 11/26/19		\$351.60	
	Labor - 11/22/19		\$449.40	
3.00	12" - Rainbird Pop-up Head (Material)	\$9.12	\$27.36	
	Miscellaneous Irrigation Parts (Material)		\$3.00	
3.00	Nozzles (Material)	\$1.89	\$5.67	
Total				\$837.03
Credits/Payments Applied				\$0.00
Balance Due				\$837.03

Entrance near roadway

Replaced 3 pop ups. 1 at nose of first island (leaking) 2 on second island, 1 at nose and 1 in middle (leaking). 1" zone line repair at exit gate. Repair zone line under tree at exit side front.

1417 Avery Road
Fernandina Beach, FL 32034

www.martexlandscape.com



INVOICE

Date	Invoice No.
12/01/19	8834
Terms	Due Date
Net 30	12/31/19

BILL TO
PFM Group Consulting 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 December 2019			\$2,231.00
Total				\$2,231.00
Credits/Payments Applied				\$0.00
Balance Due				\$2,231.00

RECEIVED DEC 05 2019



INVOICE

Date	Invoice No.
12/13/19	8981
Terms	Due Date
Net 30	01/12/20

BILL TO
PFM Group Consulting 12051 Corporate Blvd. Orlando, FL 32817

PROPERTY
Amelia National CDD Amelia National CDD Fernandina Beach, FL

Amount Due	Enclosed
\$853.53	

Please detach top portion and return with your payment.

QTY	ITEM	UNIT PRICE	EXT PRICE	LINE TOTAL
	#7140 - Irrigation Repair T & M			\$853.53
	<i>Irrigation Repair</i>			<i>\$853.53</i>
1.00	2" Valves (Material)	\$138.39	\$138.39	
1.00	2" Slip Fix (Material)	\$21.66	\$21.66	
4.00	2" Male Adapter (Material)	\$1.02	\$4.08	
	Miscellaneous Irrigation Parts (Material)		\$15.00	
	Labor - 12/10/19		\$119.40	
	Labor - 12/11/19		\$555.00	
Total				\$853.53
Credits/Payments Applied				\$0.00
Balance Due				\$853.53

RECEIVED DEC 16 2019

Main line cracked, made required repairs
 Repaired cracked main line and valve. The valve was underneath shrubs on exit side, right next to the big power box. Work completed



OFFICE OF THE
NASSAU COUNTY PROPERTY APPRAISER



Honorable A. Michael Hickox

96135 Nassau Place, Suite 4, Yulee, FL 32097

Phone: 904-491-7300 Fax: 904-491-3629

www.nassauflpa.com

November 21, 2019

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

RE: Invoice \$4,964

Dear Board Members:

Pursuant to section 197.3632 (2), Florida Statute, I hereby submit my request for the annual payment covering the budget year 2019-2020, for services rendered by the Nassau County Property Appraiser's office to your district levying non-ad valorem assessments.

The calculated amount for 2019-2020 is 1% of the collection amount from the prior year special assessments levied by your district. Therefore, the Amelia National CDD invoice amount is:

\$4,964 (four thousand, nine hundred sixty-four dollars)

Please make check payable to: *Nassau County Property Appraiser*

Thanking you in advance.

Sincerely,

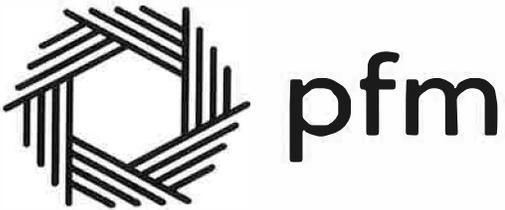
A handwritten signature in blue ink, appearing to read "A. Michael Hickox".

A. Michael Hickox, CFA
Nassau County Property Appraiser

AMH/dbc

Attachment

RECEIVED NOV 27 2019



Date	Invoice Number
November 29, 2019	DM-11-2019-0001
Payment Terms	Due Date
Upon Receipt	November 29, 2019

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

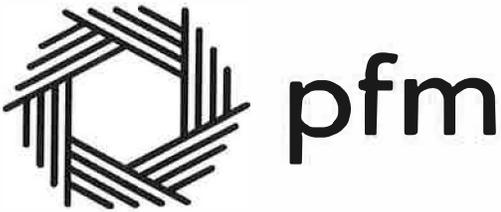
Company Address:
1735 Market Street
43rd Floor
Philadelphia, PA 19103
+1 (215) 567-6100
Federal Tax ID: 81-1642478

RE: District Management Fee: November 2019

Total Amount Due

\$833.33

RECEIVED DEC 04 2019



Date	Invoice Number
November 29, 2019	DM-11-2019-0002
Payment Terms	Due Date
Upon Receipt	November 29, 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 - November 2019

Total Amount Due

\$100.00

RECEIVED DEC 04 2019

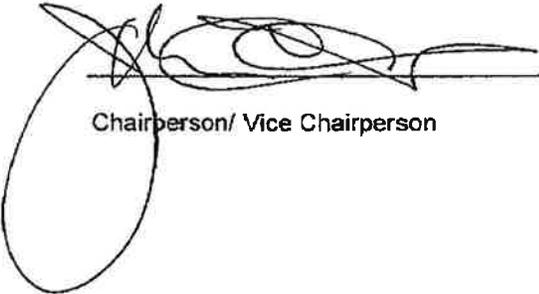
**AMELIA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 49

1/3/2020

Item No.	Payee	Invoice #	FY19 General Fund	FY20 General Fund
1	Future Horizons, Inc. December 2019 Lake Maintenance	61294		\$ 2,437.50
2	PFM Group Consulting LLC September 2019 Billable Expenses Dissemination Agent Fees Oct-Dec 2019 October 2019 Postage	106895 DA-12-2019-0001 OE-EXP-00537	\$ 1,342.40	\$ 1,500.00 \$ 9.05
Subtotal for FY			\$ 1,342.40	\$ 3,946.55
Total			\$5,288.95	

Secretary/Assistant Secretary



Chairperson/ Vice Chairperson

1/13/20

**AMELIA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 49

1/3/2020

Item No.	Payee	Invoice #	FY19 General Fund	FY20 General Fund
1	Future Horizons, Inc. December 2019 Lake Maintenance	61294		\$ 2,437.50
2	PFM Group Consulting LLC September 2019 Billable Expenses Dissemination Agent Fees Oct-Dec 2019 October 2019 Postage	106895 DA-12-2019-0001 OE-EXP-00537	\$ 1,342.40	\$ 1,500.00 \$ 9.05
Subtotal for FY			\$ 1,342.40	\$ 3,946.55
Total			\$5,288.95	

Secretary/Assistant Secretary

Chairperson/ Vice Chairperson

Future Horizons, Inc.

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

INVOICE

Invoice Number: 61294
 Invoice Date: Dec 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 45 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Hand Deliver		2/14/20

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

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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.



Date	Invoice Number
November 12, 2019	106895
Payment Terms	Due Date
Upon Receipt	November 12, 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: Billable expenses through September 2019.

Expenses	\$1,342.40
Total Amount Due	<u>\$1,342.40</u>



Date	Invoice Number
November 12, 2019	106895
Payment Terms	Due Date
Upon Receipt	November 12, 2019

Expense Supporting Detail

Category	Worker	Transaction Date	Amount Billed
Advertising	Jennifer Walden	09/06/19	\$974.40
Advertising	Jennifer Walden	09/30/19	\$368.00
			Advertising \$1,342.40
			Total Expenses: \$1,342.40

NEWS-LEADER
P.O. Box 16766
Fernandina Beach FL 32035

(904) 261-3696

Fax(904) 261-3698

Advertising Memo Bill

1 Memo Bill Period 09/2019		2 Advertiser/Client Name AMELIA NATIONAL CDD	
23 Total Amount Due 249.60		*Unapplied Amount	3 Terms of Payment
21 Current Net Amount Due .00	22 30 Days .00	60 Days .00	Over 90 Days .00
4 Page Number 1	5 Memo Bill Date 09/06/19	6 Billed Account Number 74543	7 Advertiser/Client Number CANDY. 74543

8 Billed Account Name and Address AMELIA NATIONAL CDD 12051 CORPORATE BLVD SANFORD FL 32771		Amount Paid:
		Comments:
		Ad #: 532245

Please Return Upper Portion With Payment

10 Date	11 Newspaper Reference	12 13 14 Description-Other Comments/Charges	15 SAU Size 16 Billed Units	17 Times Run 18 Rate	19 Gross Amount	20 Net Amount
09/11/19	532245	NO RULE DEVOP DISTRIC	2X 5.00	1		
	ROPLD	09/11	10.00	23.76	249.60	249.60
	FNL					
	AFFRD	AFFIDAVIT RETAIL DISPL		12.00		

Statement of Account - Aging of Past Due Amounts

21 Current Net Amount Due	22 30 Days	60 Days	Over 90 Days	*Unapplied Amount	23 Total Amount Due
0.00	0.00	0.00	0.00		249.60

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* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

24 Invoice	Advertiser Information				
1 Billing Period	6 Billed Account Number	7 Advertiser/Client Number	2 Advertiser/Client Name		
532245	09/2019	74543	74543	AMELIA NATIONAL CDD	

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Fernandina Beach FL 32035

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Advertising Memo Bill

1) Memo Bill Period 09/2019		2) Advertiser/Client Name AMELIA NATIONAL CDD	
23) Total Amount Due 724.80		*Unapplied Amount	3) Terms of Payment
21) Current Net Amount Due .00	22) 30 Days .00	60 Days .00	Over 90 Days .00
4) Page Number 1	5) Memo Bill Date 09/05/19	6) Billed Account Number 74543	7) Advertiser/Client Number CANDY. 74543

8) Billed Account Name and Address AMELIA NATIONAL CDD 12051 CORPORATE BLVD SANFORD FL 32771		Amount Paid:
		Comments:
		Ad #: 532246

Please Return Upper Portion With Payment

10) Date	11) Newspaper Reference	12 13 14) Description-Other Comments/Charges	15) SAU Size 16) Billed Units	17) Times Run 18) Rate	19) Gross Amount	20) Net Amount
09/13/19	532246	NO RULE MAKING	3.0X10.00	1		
	ROPLD	09/13	30.00	23.76	724.80	724.80
	FNL					
	AFFRD	AFFIDAVIT RETAIL DISPL		12.00		

Statement of Account - Aging of Past Due Amounts

21) Current Net Amount Due	22) 30 Days	60 Days	Over 90 Days	*Unapplied Amount	23) Total Amount Due
0.00	0.00	0.00	0.00		724.80

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* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

24) Invoice	25) Advertiser Information				
532246	1) Billing Period 09/2019	6) Billed Account Number 74543	7) Advertiser/Client Number 74543	2) Advertiser/Client Name AMELIA NATIONAL CDD	

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Advertising Memo Bill

1) Memo Bill Period 09/2019		2) Advertiser/Client Name AMELIA NATIONAL CDD	
23) Total Amount Due 368.40		*Unapplied Amount	3) Terms of Payment
21) Current Net Amount Due .00	22) 30 Days .00	60 Days .00	Over 90 Days .00
4) Page Number 1	5) Memo Bill Date 09/17/19	6) Billed Account Number 74543	7) Advertiser/Client Number CANDY. 74543

8) Billed Account Name and Address AMELIA NATIONAL CDD 12051 CORPORATE BLVD SANFORD FL 32771		Amount Paid: <hr/>
		Comments: Ad #: 534574

Please Return Upper Portion With Payment

10) Date	11) Newspaper Reference	12 13 14) Description-Other Comments/Charges	16) SAU Size 16) Billed Units	17) Times Run 18) Rate	19) Gross Amount	20) Net Amount
10/02/19	534574	NOTICE OF MEETING	3.0X 5.00	1		
	ROPLD	AMELIA NATIONAL CDD	15.00	23.76	368.40	368.40
		10/02 FNL				
	AFFRD	AFFIDAVIT RETAIL DISPL		12.00		

Statement of Account - Aging of Past Due Amounts

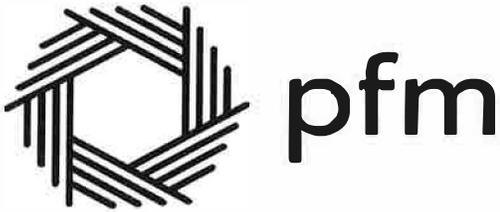
21) Current Net Amount Due	22) 30 Days	60 Days	Over 90 Days	*Unapplied Amount	23) Total Amount Due
0.00	0.00	0.00	0.00		368.40

NEWS-LEADER

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* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

24) Invoice 534574	25) Billing Information				
1) Billing Period 09/2019	6) Billed Account Number 74543	7) Advertiser/Client Number 74543	2) Advertiser/Client Name AMELIA NATIONAL CDD		



Date	Invoice Number
December 18, 2019	DA-12-2019-0001
Payment Terms	Due Date
Upon Receipt	December 18, 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:

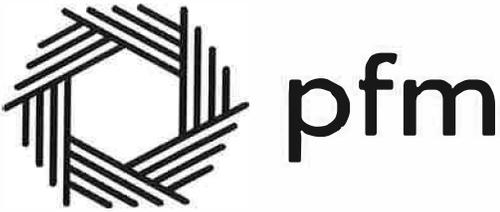
Via Mail:

RE: Dissemination Agent Fees for the 2006A Bonds. Period covered: 10/01/2019 through 12/31/2019.

Total Amount Due

\$1,500.00

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Date	Invoice Number
November 23, 2019	OE-EXP-00537
Payment Terms	Due Date
Upon Receipt	November 23, 2019

Bill To:
Amelia National CDD
c/o PFM Group Consulting District Accounting
Department
2051 Corporate Blvd
Orlando, FL 32817

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

Via Wire:

RE: Oct 2019 Postage - \$6.00

Oct 2019 Fed ex - \$ 3.05

Total Amount Due

\$9.05

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**COASTAL NEWSPAPERS
LLC**

511 ASH STREET
FERNANDINA BEACH, FL 32034
9042613696

Cashier: MAJOR W MARK

Transaction 000007

Total	\$368.00
CREDIT CARD SALE	\$368.00
MASTERCARD 4022	

Retain this copy for statement
validation

30-Sep-2019 10:20:16A
\$368.00 | Method: KEYED
MASTERCARD
XXXXXXXXXXXX4022
MANUALLY ENTERED
Ref #: 927300525331
Auth #: 069675
MID: *****0882
AthNtwkNm: MASTERCARD
SIGNATURE VERIFIED

**AMELIA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

Review of District Financial Statements

Amelia National CDD
Statement of Financial Position
As of 3/31/2020

	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	\$93,922.86					\$93,922.86
State Board of Administration	5,856.23					5,856.23
Assessments Receivable	91,332.36					91,332.36
Assessments Receivable		\$29,864.10				29,864.10
Due From Other Funds		25,909.17				25,909.17
Debt Service Reserve - 2004A		456,410.26				456,410.26
Revenue - 2004A		511,347.79				511,347.79
Prepayment 2004A		94,038.27				94,038.27
Assessments Receivable			\$347,984.38			347,984.38
Debt Service Reserve - 2006A			274,122.85			274,122.85
Revenue - 2006A			10,928.92			10,928.92
Prepayment 2006A			2,699.26			2,699.26
Acquisition/Construction - 2006A				\$37,778.98		37,778.98
Deferred Cost - 2004A				132,189.70		132,189.70
Deferred Cost - 2006A				163,981.45		163,981.45
Total Current Assets	\$191,111.45	\$1,117,569.59	\$635,735.41	\$333,950.13	\$0.00	\$2,278,366.58
<u>Investments</u>						
Amount Available in Debt Service Funds					\$1,349,547.35	\$1,349,547.35
Amount To Be Provided					8,795,452.65	8,795,452.65
Total Investments		\$0.00	\$0.00	\$0.00	\$10,145,000.00	\$10,145,000.00
Total Assets	\$191,111.45	\$1,117,569.59	\$635,735.41	\$333,950.13	\$10,145,000.00	\$12,423,366.58
<u>Liabilities and Net Assets</u>						
<u>Current Liabilities</u>						
Accounts Payable	\$11,686.83					\$11,686.83
Due To Other Funds	12,980.51					12,980.51
Deferred Revenue	91,332.35					91,332.35
Deferred Revenue		\$29,864.10				29,864.10
Deferred Revenue			\$347,984.38			347,984.38
Total Current Liabilities	\$115,999.69	\$29,864.10	\$347,984.38	\$0.00	\$0.00	\$493,848.17

Amelia National CDD
Statement of Financial Position
As of 3/31/2020

	General Fund	Debt Service Fund - 2004 A	Debt Service Fund - 2006A	Construction Fund	Long Term Debt Group	Total
<u>Long Term Liabilities</u>						
Revenue Bonds Payable - Long-Term					\$10,145,000.00	\$10,145,000.00
Total Long Term Liabilities		\$0.00	\$0.00	\$0.00	\$10,145,000.00	\$10,145,000.00
Total Liabilities	\$115,999.69	\$29,864.10	\$347,984.38	\$0.00	\$10,145,000.00	\$10,638,848.17
<u>Net Assets</u>						
Net Assets, Unrestricted	\$183,653.14					\$183,653.14
Net Assets - General Government	(154,640.43)					(154,640.43)
Current Year Net Assets - General Government	46,099.05					46,099.05
Net Assets, Unrestricted		\$918,899.23				918,899.23
Current Year Net Assets, Unrestricted		168,806.26				168,806.26
Net Assets, Unrestricted			\$286,886.29			286,886.29
Current Year Net Assets, Unrestricted			864.74			864.74
Net Assets, Unrestricted				\$310,762.35		310,762.35
Current Year Net Assets, Unrestricted				23,187.80		23,187.80
Net Assets - General Government				(0.02)		(0.02)
Total Net Assets	\$75,111.76	\$1,087,705.49	\$287,751.03	\$333,950.13	\$0.00	\$1,784,518.41
Total Liabilities and Net Assets	\$191,111.45	\$1,117,569.59	\$635,735.41	\$333,950.13	\$10,145,000.00	\$12,423,366.58

Amelia National CDD
 Budget to Actual
 For the Month Ended 03/31/2020

	Actual	Year To Date Budget	Variance	Adopted FY 2020 Budget
<u>Revenues</u>				
Assessments	\$150,295.73	\$105,362.50	\$44,933.23	\$210,725.00
Net Revenues	\$150,295.73	\$105,362.50	\$44,933.23	\$210,725.00
<u>General & Administrative Expenses</u>				
Engineering Fees	\$0.00	\$750.00	-\$750.00	\$1,500.00
Supervisor Fees	\$2,400.00	\$1,600.00	\$800.00	\$3,200.00
Trustee Fees	\$7,434.76	\$3,750.00	\$3,684.76	\$7,500.00
District Counsel	\$3,970.00	\$1,250.00	\$2,720.00	\$2,500.00
Arbitrage	\$0.00	\$500.00	-\$500.00	\$1,000.00
Audit Fees	\$2,500.00	\$3,250.00	-\$750.00	\$6,500.00
Dissemination Agent	\$1,500.00	\$3,000.00	-\$1,500.00	\$6,000.00
Assessment Administration	\$5,000.00	\$2,500.00	\$2,500.00	\$5,000.00
District Management Fees	\$8,749.98	\$5,000.00	\$3,749.98	\$10,000.00
Management Fees - Field	\$5,200.00	\$3,900.00	\$1,300.00	\$7,800.00
Property Appraiser Fee	\$4,964.00	\$2,900.00	\$2,064.00	\$5,800.00
Electric	\$585.78	\$1,000.00	-\$414.22	\$2,000.00
Office Misc (Phone/Postage/Copies/Supplies/etc)	\$31.35	\$125.00	-\$93.65	\$250.00
Reamortization Schedule	\$0.00	\$250.00	-\$250.00	\$500.00
General Insurance	\$3,500.00	\$1,900.00	\$1,600.00	\$3,800.00
Public Official Insurance	\$2,693.00	\$1,450.00	\$1,243.00	\$2,900.00
Legal Advertising	\$1,834.34	\$750.00	\$1,084.34	\$1,500.00
Bank Fees	\$45.00	\$50.00	-\$5.00	\$100.00
Dues, Licenses & Fees	\$175.00	\$87.50	\$87.50	\$175.00
Landscape Maintenance	\$14,542.67	\$17,500.00	-\$2,957.33	\$35,000.00
Landscape Improvement	\$5,641.69	\$4,000.00	\$1,641.69	\$8,000.00
Repairs & Maintenance - Irrigation	\$5,218.17	\$1,500.00	\$3,718.17	\$3,000.00
Repairs & Maintenance - Entry	\$0.00	\$2,500.00	-\$2,500.00	\$5,000.00
Lake Maintenance	\$13,487.50	\$15,000.00	-\$1,512.50	\$30,000.00
Entry Decorations	\$2,132.50	\$1,000.00	\$1,132.50	\$2,000.00
Website Maintenance	\$600.00	\$600.00	\$0.00	\$1,200.00
Contingency/Miscellaneous	<u>\$12,035.00</u>	<u>\$29,250.00</u>	<u>-\$17,215.00</u>	<u>\$58,500.00</u>
Total General & Administrative Expenses	\$104,240.74	\$105,362.50	-\$1,121.76	\$210,725.00
Total Expenses	\$104,240.74	\$105,362.50	-\$1,121.76	\$210,725.00
Income (Loss) from Operations	\$46,054.99	\$0.00	\$46,054.99	\$0.00
<u>Other Income (Expense)</u>				
Interest Income	\$44.06	\$0.00	\$44.06	\$0.00
Total Other Income (Expense)	\$44.06	\$0.00	\$44.06	\$0.00
Net Income (Loss)	\$46,099.05	\$0.00	\$46,099.05	\$0.00

Amelia National CDD
Statement of Activities (YTD) (Columnar, By SubType Landscape)
As of 3/31/2020

	General Fund	Debt Service Fund - 2004 A	Debt Service Fund - 2006A	Construction Fund	Long Term Debt Group	Total
<u>Revenues</u>						
On-Roll Assessments	\$94,242.21					\$94,242.21
Off-Roll Assessments	56,053.52					56,053.52
On-Roll Assessments		\$376,249.44				376,249.44
Off-Roll Assessments		82,545.53				82,545.53
Other Assessments		95,047.42				95,047.42
Inter-Fund Group Transfers In		(16,599.69)				(16,599.69)
Off-Roll Assessments			\$109,946.87			109,946.87
Inter-Fund Group Transfers In			(3,437.63)			(3,437.63)
Inter-Fund Transfers In				\$20,037.32		20,037.32
Total Revenues	<u>\$150,295.73</u>	<u>\$537,242.70</u>	<u>\$106,509.24</u>	<u>\$20,037.32</u>	<u>\$0.00</u>	<u>\$814,084.99</u>
<u>Expenses</u>						
Supervisor Fees	\$2,400.00					\$2,400.00
Public Official Insurance	2,693.00					2,693.00
Trustee Services	7,434.76					7,434.76
Management	8,749.98					8,749.98
Field Management	5,200.00					5,200.00
Dissemination Agent	1,500.00					1,500.00
Property Appraiser	4,964.00					4,964.00
District Counsel	3,970.00					3,970.00
Assessment Administration	5,000.00					5,000.00
Audit	2,500.00					2,500.00
Legal Advertising	1,834.34					1,834.34
Bank Fees	45.00					45.00
Contingency/Miscellaneous	12,035.00					12,035.00
Web Site Maintenance	600.00					600.00
Office Misc (Postage, Tel, Copies, Etc.)	31.35					31.35
Dues, Licenses, and Fees	175.00					175.00
Electric	585.78					585.78
General Insurance	3,500.00					3,500.00
General Repair & Maintenance	5,218.17					5,218.17
Lake Maintenance	13,487.50					13,487.50
Landscaping Maintenance & Material	14,542.67					14,542.67
Landscape Improvements	5,641.69					5,641.69
Entry Decorations	2,132.50					2,132.50
Principal Payment		\$175,000.00				175,000.00
Interest Payments		198,135.00				198,135.00
Interest Payments			\$108,306.25			108,306.25
Total Expenses	<u>\$104,240.74</u>	<u>\$373,135.00</u>	<u>\$108,306.25</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$585,681.99</u>

Amelia National CDD
Statement of Activities (YTD) (Columnar, By SubType Landscape)
As of 3/31/2020

	General Fund	Debt Service Fund - 2004 A	Debt Service Fund - 2006A	Construction Fund	Long Term Debt Group	Total
<u>Other Revenues (Expenses) & Gains (Losses)</u>						
Interest Income	\$44.06					\$44.06
Interest Income		\$4,698.56				4,698.56
Interest Income			\$2,661.75			2,661.75
Interest Income				\$3,150.48		3,150.48
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$44.06</u>	<u>\$4,698.56</u>	<u>\$2,661.75</u>	<u>\$3,150.48</u>	<u>\$0.00</u>	<u>\$10,554.85</u>
Change In Net Assets	\$46,099.05	\$168,806.26	\$864.74	\$23,187.80	\$0.00	\$238,957.85
Net Assets At Beginning Of Year	<u>\$29,012.71</u>	<u>\$918,899.23</u>	<u>\$286,886.29</u>	<u>\$310,762.33</u>	<u>\$0.00</u>	<u>\$1,545,560.56</u>
Net Assets At End Of Year	<u><u>\$75,111.76</u></u>	<u><u>\$1,087,705.49</u></u>	<u><u>\$287,751.03</u></u>	<u><u>\$333,950.13</u></u>	<u><u>\$0.00</u></u>	<u><u>\$1,784,518.41</u></u>