

*Ridgewood Trails
Community Development District*

January 8, 2020

Ridgewood Trails

Community Development District

475 West Town Place, Suite 114, St. Augustine, Florida 32092

Phone: 904-940-5850 - Fax: 904-940-5899

January 1, 2020

Board of Supervisors
Ridgewood Trails
Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Ridgewood Trails Community Development District will be held on Wednesday, January 8, 2020 at 1:30 p.m. at the at the Courtyard by Marriott, 610 Wells Road, Orange Park, Florida 32043. Following is the advance agenda for the meeting:

- I. Roll Call
- II. Audience Comments
- III. Organizational Matters
 - A. Acceptance of Resignation Letter from Supervisor Majlish (Seat 5)
 - B. Appointment of New Supervisors to Fill Seat 4 & Seat 5
 - C. Oath of Office for Newly Appointed Supervisor(s)
 - D. Election of Officers, Resolution 2020-01
- IV. Approval of the Minutes of the September 11, 2019 Meeting
- V. Consideration of Resolution 2020-02, Setting a Public Hearing Date to Adopt the Revised Rules of Procedure
- VI. Consideration of Audit Engagement Letter from Grau & Associates to Perform the Fiscal Year 2019 Audit
- VII. Consideration of Nondisclosure Agreement with Clay County Property Appraiser for Information Exempt from Public Disclosure
- VIII. Discussion of Facility Rental Policies & Application
- IX. Discussion of Capital Improvements
- X. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Manager – Ratification of Fiscal Year 2020 Meeting Schedule
 - D. Operation Manager
 1. Report
 2. Proposal from Tree Amigos
- XI. Supervisor's Requests and Audience Comments

- XII. Financial Reports:
 - A. Balance Sheet & Income Statement
 - B. Assessment Receipt Schedule
 - C. Approval of Check Register
- XIII. Next Meeting Scheduled for: 01/08/20 @ 1:30 p.m. at the Azalea Ridge Amenity Center
- XIV. Adjournment

The fourth order of business is organizational matters. After accepting Ms. Majlish's resignation letter the Board can appoint a new supervisor to fill the expired term of office. The newly appointed supervisor will then be given the Oath of Office and the Board can consider appointing them as an officer of the District by adopting Resolution 2020-01.

Included in your agenda package is a copy of the minutes of the September 11, 2019 meeting for your review and approval.

The fifth order of business is consideration of Resolution 2020-02, which is enclosed for your review.

The sixth order of business is consideration of audit engagement letter, which is enclosed for your review.

The seventh order of business is consideration of Nondisclosure Agreement, which is enclosed for your review.

The eighth order of business is discussion of facility rental policies and application, which is enclosed for your review.

Enclosed under the Manager's report is a meeting schedule for Fiscal Year 2020.

Enclosed under the Operation Manager's report is a memorandum and proposal.

Enclosed is a copy of the balance sheet & income statement, an assessment receipt schedule and the check register.

I look forward to seeing you at the meeting and in the meantime if you have any questions, please contact me.

Sincerely,

Ernesto Torres

Ernesto Torres
District Manager

cc: Peter Ma Rich Whetsel
Chris Hall Shelley Blair Katie Buchanan

AGENDA

Ridgewood Trails

Community Development District

Agenda

Wednesday
January 8, 2020
1:30 p.m.

Courtyard by Marriott
610 Wells Road
Orange Park, Florida 32043
Call In # 1-800-264-8432 Code 292656
Community Website: www.ridgewoodtrailscdd.com

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- XIV. Adjournment

THIRD ORDER OF BUSINESS

A.

October 6, 2019

Anita Majlish

Board of Supervisors #5

4091 Great Falls Loop

Middleburg, FL 32068

To whom it may concern,

I would like to resign from my position of Board of Supervisors #5, due to our family moving out of state, effective November 1st.

I have genuinely enjoyed my time going to these meetings and I am sincerely grateful for the opportunity to perform this position, and for being chosen to do so back in 2016.

Very Respectfully,

A handwritten signature in cursive script that reads "Anita Majlish".

Anita Majlish

B.

JACQUI PROCTOR MILLER

(951) 809-5863 ✉ Jproctormiller@gmail.com

September 12, 2019

Attention Board of Supervisors:

My 10+ years' experience as a board member has developed my passion and personal commitment to three things: to provide a service for others by genuine listening; empower others to get involve by having sincere conversations; and always be a team player for the benefit of all. I believe these attributes, my previous experience as a board member, my education, and the ability to work and communicate well with others (as noted on my resume) would make me an ideal candidate for the Board of Supervisors position.

What my resume doesn't tell you however, is the following:

- I have conducted numerous community education programs sponsored by the city's Chamber of Commerce, in which I created the curriculum.
- I volunteered for the 'Reading-2-Children' Program
- I provided computer training for a 'Girl's Group Home'

I have recently retired and would be available for meetings and other necessary events. Additionally, I am keen to take on any training you may feel is necessary to undertake the role of board member.

As a recent transplant to Florida and to the Azalea Ridge community, I would be delighted to get involve with my community. Please feel free to contact me if you have any questions regarding my background and dedication to your mission. I can also provide references on demand.

Thank you for your attention to these materials.

Sincerely,

Jacqui Proctor Miller

Jacqui Proctor Miller

JACQUI PROCTOR MILLER

(951) 809-5863 ✉ Jproctormiller@gmail.com

CAREER SUMMARY

Accomplished professional with significant and progressive experience teaching, consulting, organizing, facilitating, managing, and training individuals and teams to achieve outstanding results. Proven ability at building relationships and fostering open communications with students, faculty, and administrators with key sensitivity to cultural diversity. Excellent oral and written communication skills. Self-motivated, dedicated, and experienced in the on-line education processes, curriculum development/design, public speaking, managing, and budgeting. Recognized and rewarded several times for excellent performance.

EDUCATIONAL QUALIFICATIONS

- **Master's in Education E-Learning / Curriculum & Instruction**, Concordia University, Oregon
- **Bachelor of Arts Degree, Psychology**, Queens College, New York

SPECIALIZED EXPERIENCE

PLATT COLLEGE

Riverside, CA

8/2015 – 8/2019

Distance Education & On-Ground (Adjunct) Professor
(Psychology, Oral Communications, GenEd.)

Curriculum Designer - Student (Strategies for) Success Course
Developed Curriculum for new course.

EVEREST COLLEGE

San Bernardino, CA

8/2003 – 4/2015

Business Associates Degree Program – Lead Instructor

By being spontaneously creative in teaching students the curriculum material while constantly being sensitive to diverse thinking, learning, hearing, and talking/communication styles, I enabled students to achieve their academic and career goals. College-level courses taught: Psychology, Strategies for Success, Oral Communications/Public Speaking, Critical Thinking, Career Skills, Business Math, Sociology, Customer Relations and Servicing, Victim Advocacy, Strategic Planning for Business, Introduction to Human Resources, Principles of Management, Small Business Management, Introduction to Marketing, Business Communications, Capstone, Microsoft Windows, Word, Excel, PowerPoint, Outlook/Emailing, and Internet Explorer. In order to provide quality delivery of assigned courses and support to the organization, as Lead Instructor I:

- Assisted the Director of Education with all educational duties. In this leadership role: I co-managed my department faculty members, scheduled student classes, responsible for confidential materials, and performed other administrative duties.
- Facilitated online orientation workshops to enable students to be successful with their online education.
- Planned, prepared, and delivered valuable classroom instruction on approved curricula through an inspired teaching environment. Employed a variety of approved teaching methods (theoretical, practical, and professional) to insure the needs of the individual students were met.
- Actively contributed to the development of lesson plans, the process of curriculum review, and updated course documentation.
- Provided students with academic support, which included motivating them by demonstrating sensitivity for their concerns, actively involving them in classroom discussions and/or activities, and offering tutoring when needed.
- Implemented and managed college policies and procedures such as attendance, grade reports, student advisory forms and other educational materials, on a timely basis.
- Supported the academic department in maintaining a successful, efficient and regulatory business with the organization's goals and objectives by attending educational and campus meetings, advisory board meetings, student and other educational activities in accordance with college policy, while continuing to participate in outside professional development.
- Conducted newly-employed faculty training to aid in identifying techniques and approaches for motivating adult learners

Customer Service Call Center Manager; In-house HR Rep; Facilitator; Corporate Trainer; Consultant

Managed a large staff of management and non-management personnel. Developed training procedures/policies, and facilitated training. Used professional training and development concepts to align, support and integrate business objectives, company culture, operational processes, and measurable outcomes. Created and implemented various employee recognition programs that saved the organization thousands of dollars by reducing employee turnover by 40%. Managed an annual budget of more than \$2,000,000.00 within 5% of corporate objectives. On behalf of company, traveled and consulted to aid in the start-up of the new out-sourced organization.

PROFESSIONAL TRAINING AND DEVELOPMENT**Instructor/Training/Skill Certificates**

- Teaching Techniques, *Wm Lance M, Ed.*
- Telephone Doctor: Instructing Excellent Telephone Customer Service, *Telephone Doctor, Inc*
- Training The Trainer, *Fred Pryor Seminars*
- Intermediate and Advanced Word, Excel, PowerPoint, Access, *San Jacinto College*
- Management Workshops for Supervisory Development, *M & M Associates Training Courses*
How to Become a Great Communicator; How to Supervise People;
How to Handle People with Tact & Skill; How to Handle Difficult Customers
- Coaching & Counseling Skills For Managers, *Padgett-Thompson*
- Leadership and Supervisory Skills for Women, *National Businesswoman's Leadership Association*
- How to Be the Best Possible Boss, *Padgett-Thompson*
- Employee Performance Evaluations, *Padgett-Thompson*
- How to Get People to Do a Good Job, *Staples, Inc.*
- Managing People: Survival Skills for Customer Relations, *TARP, Inc.*
- Implementing Self-Directed Work Teams, *Career Track*
- Exceptional Customer Service Management & Leadership Development, *Fred Pryor Seminars*
- Attended and participated in the 4 day "International Call Center Management" Convention – Chicago, IL
- Managing Organizational Transition Program, *Shaklee Corp*
- Numerous Professional Development/Training Certificates, *Corinthian College*

Professional Affiliations and Volunteer Experience

- | | | |
|--|---|---------------------------------|
| • Toastmasters International Org | - | President; Secretary; Treasurer |
| • RARCC Crisis Counselor | - | Volunteer Counselor |
| • MVBCC (Chamber of Commerce Board of Directors) | - | Treasurer; Secretary |
| • MVBCC (Chamber Advisory Board) | - | Officer |
| • Soroptimist | - | Officer |

Accomplishments:

- Instructor of the Quarter 5 different quarters within a six year period
- Advanced Competent Leadership – Silver Level, Toastmaster Recognition/Certificate 2011
- Teamwork Recognition Award – Everest College 2013, 2011, 2010
- Outstanding Faculty Award – Everest College 2014, 2012, 2011, 2010
- Community Leadership Involvement with Education – MVBCC (Chamber of Commerce) 2011-2013
- Technological Excellence of the Year Recognition – MVBCC (Chamber of Commerce) 2010
- Competent Communicator & Leadership – Bronze Level, Toastmasters Recognition/Certificate 2010
- Teacher of The Year (2004-2005) "Who's Who Among America's Teachers" publication
- Contribution to the Success of the Call Center Start-up (Recognition Award) – Shaklee Corp. 2001
- Manager's Leadership Award - Shaklee Corporation 3 years in a row
- Quality Leadership Performance - Shaklee Corporation two different years
- 1994 Northridge Earthquake Victims Relief Efforts (Recognition Award) – City of Northridge, CA
- Employee of the Year – Shaklee Corporation seven different years

D.

RESOLUTION 2020-01

**A RESOLUTION DESIGNATING OFFICERS OF THE
RIDGEWOOD TRAILS COMMUNITY DEVELOPMENT
DISTRICT**

WHEREAS, the Board of Supervisors of the Ridgewood Trails Community Development District at a regular business held on January 8, 2020 desires to elect the below recited persons to the offices specified.

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

1. The following persons were elected to the offices shown, to wit:

_____	Chairman
_____	Vice Chairman
<u>Ernesto Torres</u>	Secretary
<u>James Perry</u>	Treasurer
<u>Ariel Lovera</u>	Assistant Treasurer (s)
<u>James Oliver</u>	
<u>Patti Powers</u>	
<u>James Oliver</u>	Assistant Secretary
<u>Daniel Laughlin</u>	
<u>James Perry</u>	

PASSED AND ADOPTED THIS 8th DAY OF JANUARY, 2020.

Chairman / Vice Chairman

Secretary / Assistant Secretary

FOURTH ORDER OF BUSINESS

**RIDGEWOOD TRAILS
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Ridgewood Trails Community Development District was held Wednesday, September 11, 2019 at 6:00 p.m. Clay County Public Library, 2245 Aster Avenue, Middleburg, Florida.

Present and constituting a quorum were:

Bob Porter	Chairman
Marty Genska	Vice Chairman
Anita Majlish	Supervisor
Yolanda Nolte	Supervisor

Also present were:

Ernesto Torres	District Manager
Katie Buchanan	District Counsel
Chris Hall	Operations Manager

The following is a summary of the actions taken at the September 4, 2019 meeting and a copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Torres called the meeting to order at 6:00 p.m. and called the roll.

SECOND ORDER OF BUSINESS

Audience Comments

Ms. Miller stated I would like to discuss getting an aerator for the lake behind my house because it is stagnant.

Mr. Hall stated give me your address and I will take a look at it and get prices for that.

THIRD ORDER OF BUSINESS

Affidavit of Publication

A copy of the affidavit of publication of the public hearing was included in the agenda package.

FOURTH ORDER OF BUSINESS

Organizational Matters

A. Appointment of New Supervisor to Fill Seat 4

B. Oath of Office for Newly Appointed Supervisor

C. Election of Officers

This item deferred to the next meeting.

FIFTH ORDER OF BUSINESS

Approval of the Minutes of the May 1, 2019 Meeting

On MOTION by Ms. Majlish seconded by Mr. Genska with all in favor the minutes of the May 1, 2019 meeting were approved as presented.

SIXTH ORDER OF BUSINESS

Consideration of Proposals for Fiscal Year 2020

A. The Lake Doctors

Mr. Torres stated Lake Doctors has proposed an increase in their services from \$658 to \$672 per month.

On MOTION by Ms. Majlish seconded by Mr. Genska with all in favor The Lake Doctors agreement for fiscal year 2020 was approved.

B. Riverside Management Services

Mr. Torres stated we budgeted for FY20 to have a fulltime staff for the amenity. We put that in the budget and that is included in their proposal along with the rest of their fees for operations manager, pool service, janitorial and lifeguards. The one item not included in the budget is the part time staffing, 24 hours per week for \$33,800 and I will ask the board to table that and approve the rest of the items on the proposal and I will work with Riverside Management on an adjusted schedule for coverage.

On MOTION by Ms. Majlish seconded by Mr. Genska with all in favor the Riverside Management Services agreement for fiscal year 2020 was approved minus the part time position.

SEVENTH ORDER OF BUSINESS

Acceptance of the Fiscal Year 2018 Audit Report

Mr. Torres gave an overview of the audit that had no prior year or current year findings or recommendations and is considered to be a clean audit.

On MOTION by Ms. Majlish seconded by Ms. Nolte with all in favor the fiscal year 2018 audit was accepted.

EIGHTH ORDER OF BUSINESS

Public Hearing Adopting the Budget for Fiscal Year 2020

Mr. Torres stated in May we approved the budget, there was some discussion about the overall budget and the line item for facility manager. The facility manager is a \$60,000 budgeted item that was not in your fiscal year 2019 budget and there have been some small increases for utilities and other services and that is the reason for the budget increase that required a mailed notice to residents.

Mr. Genska asked when we get into facility management will we have a discussion of the actual duties?

Ms. Buchanan stated the proposal had a work authorization attached to it with a list of duties they suggested. If we decide you want to adjust them a little bit, you are entering your shoulder season and we can always adjust the contract if this isn't working.

Mr. Genska asked is there a list of capital improvements?

Mr. Torres stated we haven't identified any capital improvements for the upcoming year.

On MOTION by Ms. Majlish seconded by Mr. Genska with all in favor the public hearing was opened.
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Mr. Porter joined the meeting at this time.

The following items were raised and discussed: lifeguard services on weekends from spring break to Labor Day when slide is open, two lifeguards have to be on duty when slide is open, if more lifeguard hours are wanted it can be addressed at the next budget meeting, purpose of security, gated neighborhoods, what happens to money that is not spent in a specific line item, duties of the facility manager, policies for rental of the amenity center meeting rooms, request for

a dog park, possible improvements for the 9-acre empty lot is a long-term project, explanation of methodology and process to change O&M methodology, special events to be created by amenity manager who will e-blast the information to the residents, process of requesting the board to make capital improvements.

On MOTION by Ms. Majlish seconded by Mr. Genska with all in favor the public hearing was closed.

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

On MOTION by Ms. Majlish seconded by Mr. Genska with all in favor Resolution 2019-05 was approved.

B. Consideration of Resolution 2019-06 Imposing Special Assessments and Certifying an Assessment Roll for Fiscal Year 2020

On MOTION by Ms. Majlish seconded by Mr. Genska with all in favor Resolution 2019-06 was approved.

NINTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

TENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being none, the next item followed.

B. Engineer

There being none, the next item followed.

C. Manager – Discussion of Fiscal Year 2020 Meeting Schedule

Mr. Torres stated the fiscal year 2020 meeting schedule starts November 6, 2019. The rules have changed for reserving this room, there is now a fee and I'm not sure when the new amenity center is going to be open. We can move the November 6th meeting to the hotel where

we normally have it then change the January meeting to the amenity center and have it at 6:00 p.m. Other than that, you have a meeting in November, January, March, May, July and September.

Mr. Porter stated all the meetings are listed on the website and before you drive to one, make sure it hasn't been canceled. If we have no business to conduct, we cancel the meeting rather than spending the money.

On MOTION by Ms. Majlish seconded by Mr. Genska with all in favor the fiscal year 2020 meeting schedule reflecting meetings on the first Wednesday of the month in November, January (2nd Wednesday), March, May, July and September with the location changes as noted was approved.

D. Operation Manager's Report –Report

Mr. Hall stated special events was brought up and Maria has one scheduled for October 9th and she is planning a Halloween event and the new amenity manager will be involved.

Mr. Hall gave an overview of the Operation Manager's monthly report was included as part of the agenda package.

ELEVENTH ORDER OF BUSINESS

Supervisor's Requests and Audience Comments

Mr. Porter stated we can have the new manager keep track of email addresses and mailing addresses and ask everyone to let the manager know if you would rather be notified by mail we will do that. Email is less expensive and simpler and quicker but if you don't have email and want to be notified by mail, I don't want anyone to feel like they are getting left out.

Mr. Hall stated we basically use Constant Contact and we want everyone's email if they are willing to give it. Sometimes they will have small events such as coffee and donuts in the morning so everybody should be involved.

A resident asked how big does that alligator get before something is done? I keep seeing things on Facebook about the alligator.

Mr. Porter stated as a general rule if you have a problem with an alligator you call Fish & Wildlife and their general standard is if it is less than four-feet they won't mess with it, if it over four-feet they will send a trapper and get rid of it.

A resident stated the fire ants are still in the field.

Mr. Hall stated I had the playground treated and we had a proposal to treat the entire field, which was a significant cost and it was not approved but is something that can be brought up in the future.

TWELFTH ORDER OF BUSINESS**Financial Reports****A. Balance Sheet & Income Statement**

A copy of the balance sheet and income statement were included as part of the agenda package.

B. Assessment Receipt Schedule

A copy of the assessment receipt schedule was included in the agenda package.

C. Approval of Check Register

On MOTION by Ms. Majlish seconded by Mr. Genska with all in favor the check register was approved.

THIRTEENTH ORDER OF BUSINESS**Next Meeting To be Announced at Meeting**

Mr. Porter stated the next scheduled meeting is the one Ernesto talked about in November, which is the last one offsite and after that we will be at the new amenity center.

Mr. Torres stated it will be November 6, 2019 at 1:30 p.m.

Mr. Porter stated most districts will have meetings sometime during the day because at each meeting we will have the attorney usually in person, sometimes by phone, Ernesto and the manager will be here, sometimes the engineer will be here and if we do them all in the evening it just costs more. Ultimately someone will say can't you do them at night and we will do one a quarter at night and my experience is I see more people show up at the 1:00 p.m. meetings than at 6:00 p.m.

On MOTION by Ms. Majlish seconded by Mr. Genska with all in favor the meeting adjourned at 7:12 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

FIFTH ORDER OF BUSINESS

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

TO: Ridgewood Trails Community Development District
Board of Supervisors

FROM: Katie S. Buchanan

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

DATE: October 29, 2019

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

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

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

Financial Disclosure Coordination (Page 9)

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

Agenda and Meeting Materials (Page 11)

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

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

Flexibility for Board Authorization (Page 13)

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

Security and Firesafety Board Discussions (Page 14)

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

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

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

Notice of Competitive Solicitation (Pages 27 and 36)

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

Procedure Regarding Auditor Selection (Page 31)

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

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

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

Contract Periods (Pages 34, 56, and 59)

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

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

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

Protest Bonds (Pages 61–62)

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

Minor Changes

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION 2020-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
RIDGEWOOD TRAILS 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, Ridgewood Trails 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 Clay 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 RIDGEWOOD TRAILS COMMUNITY
DEVELOPMENT DISTRICT:**

SECTION 1. A Public Hearing will be held to adopt the District's Rules of Procedure on _____, 20____, at _____m., at the Azalea Ridge Amenity Center, 1667 Azalea Ridge Boulevard, Middleburg, Florida 32068.

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 8th day of January, 2020.

ATTEST:

**RIDGEWOOD TRAILS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

**RULES OF PROCEDURE
COMMUNITY DEVELOPMENT DISTRICT**

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Rule 1.0 General.

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

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

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

Rule 1.1 Board of Supervisors; Officers and Voting.

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

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

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

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

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

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

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 112.3143, 190.006, 190.007, Fla. Stat.

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

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

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

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

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

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

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

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

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

Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, 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 ~~attorneys~~attorney must request such session at a public meeting.- Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. -The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy

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

- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 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) Variances and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
 - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District's Rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;
 - (iii) The specific facts that would justify a waiver or variance for the petitioner; and

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

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

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

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) "Competitive Solicitation" means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) "Continuing Contract" means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed ~~one~~two million dollars (\$~~1~~2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed ~~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~~auditor selection committee appointed by the Board as described in section (2) of this Rule.

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

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

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

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

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

- (b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
 - (i) Ability of personnel;
 - (ii) Experience;
 - (iii) ~~Understanding of scope of work;~~
 - (iv) ~~Ability to furnish the required services; and~~
 - (~~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 responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may ~~take whatever steps reasonably necessary in order to proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best~~

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

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

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

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

Rule 3.9 Maintenance Services.

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

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

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

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

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

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

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

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

Rule 3.10 Contractual Services.

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

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

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

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

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

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

(1) Filing.

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

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

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

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

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

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

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

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

Rule 4.0 Effective Date.

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

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

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

SIXTH ORDER OF BUSINESS



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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September 18, 2019

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

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

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

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

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

Audit Objectives

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

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

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

Examination Objective

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

Management Responsibilities

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

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

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

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

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

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

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

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

Audit Procedures—General

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

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

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

Audit Procedures—Internal Control

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

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

Audit Procedures—Compliance

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

Engagement Administration, Fees, and Other

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

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

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

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

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

This agreement provides for a contract period of one (1) year with the option of one (1) additional, one-year renewal upon the written consent of both parties. Our fee for these services will not exceed \$3,300 for the September 30, 2019. Our fee for the fiscal year 2020 audit will not exceed \$3,400 unless there is a change in activity by the District which results in additional audit work or if Bonds are issued.

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

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

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

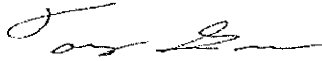
The District may terminate this agreement, with or without consent, upon thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the date of the notice of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

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

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

Very truly yours,

Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Ridgewood Trails Community Development District.

By: _____

Title: _____

Date: _____



PEER REVIEW PROGRAM

is proud to present this

Certificate of Recognition

to

Grau & Associates

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

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

Anita Ford, Chair
AICPA Peer Review Board
2016

SEVENTH ORDER OF BUSINESS



OFFICE OF THE
CLAY COUNTY PROPERTY APPRAISER

Honorable Roger A. Suggs, CFA, AAS, CCF
State-Certified General Real Estate Appraiser RZ2771



November 12, 2019

Ridgewood Trails Community Development District
c/o Government Management Services – North Florida
Attention: Sheryl Fulks
475 West Town Place, Suite 114
St. Augustine, FL 32092

RE: Public Records Exemptions

Dear Ms. Fulks:

Chapter 119, Florida Statutes, provides that any records made or received by any public agency in the course of its official business are available for inspection, unless specifically exempted by law. § 119.071(4), F.S., provides an exemption (upon request) for an extensive list of designated officers and employees, and their families, by removing certain personal, identifying information from the mandatory disclosure of the Florida Public Records Act.

The 2019 Florida Legislature passed Senate Bill 248, which was enacted on July 1, 2019. The bill amends § 119.071(4)(d), F.S., by providing an expanded definition of home addresses as “the dwelling location at which an individual resides and includes the physical address, mailing address, street address, parcel identification number, plot identification number, legal property description, neighborhood name, lot number, GPS coordinates, and any other descriptive property information that may reveal the home address.” This information is captured and maintained in the property appraiser’s database.

Since the Ridgewood Trails Community Development District (and designated employees) has a statutory or substantial policy need for the database information that is otherwise exempt from disclosure, it will be shared. However, the exempt status of the information should remain in effect to protect the safety and privacy of the specified personnel and their families.

Enclosed is an agreement, which demonstrates a tangible acknowledgement of our understanding. Additionally, I have provided PTO 19-03 and Senate Bill 248 for your consideration. If you have any questions or concerns, please contact me at (904) 278-3627 or rsuggs@ccpao.com.

Sincerely,

Roger A. Suggs, CFA, AAS, CCF
Property Appraiser
State-Certified General Real Estate Appraiser RZ2771

Main Office
County Administration Building
477 Houston Street, 2nd Floor
Green Cove Springs, FL 32043
Telephone: (904) 269/284-6305
Fax: (904) 284-2923
www.ccpao.com

Orange Park Office
Park Central Plaza
1518 Park Avenue
Orange Park, FL 32073
Telephone: (904) 541-5332
www.facebook.com/ccpaoofl

Member, International Association of Assessing Officers

**NONDISCLOSURE AGREEMENT
FOR INFORMATION EXEMPT FROM PUBLIC DISCLOSURE
UNDER CHAPTER 119, FLORIDA STATUTES**

**BETWEEN THE CLAY COUNTY PROPERTY APPRAISER
AND THE RIDGEWOOD TRAILS COMMUNITY DEVELOPMENT DISTRICT**

THIS NONDISCLOSURE AGREEMENT FOR INFORMATION EXEMPT FROM PUBLIC DISCLOSURE UNDER CHAPTER 119, FLORIDA STATUTES ("Agreement") is made and entered into this _____ day of _____ 2019, by and between the **RIDGEWOOD TRAILS COMMUNITY DEVELOPMENT DISTRICT** (the "District"), an independent special district created pursuant to Chapter 190, Florida Statutes, as amended, whose address is 475 West Town Place, Suite 114, St. Augustine, FL 32092, and the **CLAY COUNTY PROPERTY APPRAISER**, (the "Property Appraiser") a Constitutional Officer of the State of Florida, whose address is P.O. Box 38, Green Cove Springs, Florida 32043.

**SECTION I
Findings and Determinations**

The parties find and determine:

1. The Property Appraiser has the statutory responsibility to list and appraise all real and tangible personal property in the county each year for purposes of ad valorem taxation. During the normal course of business, the Property Appraiser acquires, stores, and maintains an abundance of property and ownership information, some of which is exempt from public disclosure; and
2. In order to perform its contractual duties related to the production of non-ad valorem assessments and the delivery of a non-ad valorem tax roll to the Clay County Tax Collector, the District requires certain property and ownership information held by the Property Appraiser for properties within the District's jurisdictional boundary.

**SECTION II
Applicable Law and Regulations**

1. Chapter 119, F.S., provides that any records made or received by any public agency in the course of its official business are available for inspection, unless specifically exempted by the Florida Legislature; and
2. § 119.071, F.S., contains multiple exemptions from disclosure under the mandatory access requirement of § 119.07(1), F.S. Under § 119.071(4)(d)3., F.S., an agency that is not the employer of, but is the custodian of records pertaining to, one of the persons enumerated in § 119.071(4)(d),

F.S., is required to maintain such person's exemption if the person or his or her employing agency submits a written request to the custodian; and

3. § 119.071(4)(d), F.S., defines "home addresses" to mean the dwelling location at which an individual resides and includes the physical address, mailing address, street address, parcel identification number, plot identification number, legal property description, neighborhood name and lot number, GPS coordinates, and any other descriptive property information that may reveal the home address; and
4. The Office of the Attorney General of Florida ("Attorney General") released Advisory Legal Opinion 2017-05 on November 22, 2017, that noted a clear distinction is made between public records that are "exempt" from disclosure and records that are "confidential." "If information is made confidential in the statutes, the information is not subject to inspection by the public and may only be released to the persons or organizations designated in the statute.... If records are not confidential but are only exempt from the Public Records Act, the exemption does not prohibit the showing of such information." Based upon this distinction, the Attorney General concluded that when there is a statutory or substantial policy need for information that is otherwise exempt from disclosure under the Public Records Act, the information should be made available to the requesting agency or entity. The Attorney General also noted that there is nothing in Chapter 119, F.S., indicating that an exempt address loses its exempt status by being shared with another agency.

SECTION III

Purpose

1. The purpose of this Agreement is to facilitate the transfer between the Property Appraiser and the District of data elements maintained by the Property Appraiser that constitute home address as defined and that are exempt under Chapter 119, F.S., for which the Property Appraiser has received a request to withhold such home addresses from disclosure pursuant to § 119.071(4)(d)3., F.S. ("Exempt Home Addresses"); and
2. To ensure that exempt home addresses retain their exempt status, and are withheld from disclosure in accordance with applicable law, once in the District's possession.

SECTION IV

Term

1. The term of this Agreement shall commence upon execution and shall continue and extend uninterrupted from year-to-year, automatically renewed for successive periods not to exceed one (1) year each; and
2. Either party has the right to terminate this Agreement by giving at least 30 days notice in writing to the other party to expire at the end of the initial or last renewal term.

SECTION V
Duties and Responsibilities of Property Appraiser

1. The Property Appraiser agrees to provide the District exempt home addresses in the same manner that it provides other non-exempt property and ownership information; and,
2. The Property Appraiser agrees to clearly identify which properties contain exempt home addresses. This information will be conveyed in the data file(s) using a field named PCCONF. The PCCONF field will contain a "Y" if the parcel has an exempt home address. Otherwise, the PCCONF field will contain a "N".

SECTION VI
Duties and Responsibilities of the District

1. The District agrees that exempt home addresses will retain their exempt status once in its possession; and
2. To the extent permitted by applicable law, the Requesting Entity agrees to withhold from public disclosure exempt home addresses or names as outlined pursuant to §§ 119.071(4) and 493, F.S., and as otherwise identified by the Property Appraiser pursuant to Section V, above.

SECTION VII
Miscellaneous

1. The parties shall perform all their obligations under this Agreement in accordance with good faith and prudent practice.
2. If either party receives any letter, action, suit or investigation from a non-party to this Agreement regarding the withholding of the exempt home addresses pursuant to this Agreement, the other party shall cooperate and assist the other parties in this agreement in defending claims to such exempt home addresses. The parties agree that neither party shall be entitled to any additional fees and/or compensation for their cooperation and assistance under this paragraph of the Agreement.

3. Each party, as a state agency, political subdivision, or special unit of government as defined by § 190 and 768.28, F.S., shall indemnify each other party and defend and hold it harmless as to any claim, judgment or damage award whatsoever arising out of or related to that indemnifying party's own negligent or wrongful acts or omissions, to the extent permitted by law, and subject to the dollar limitations set forth in § 768.28, F.S. The parties understand that pursuant to § 768.28(19), F.S., no party is entitled to be indemnified or held harmless by another party for its own negligent or wrongful acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable, and each party claims all of the privileges and immunities and other benefits and protections afforded by § 163.01(9), F.S. The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.
4. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein and may not be amended, modified, or rescinded unless otherwise provided in this Agreement, except in writing and signed by all the parties hereto. Should any provision of this Agreement be declared to be invalid, the remaining provisions of this Agreement shall remain in full force and effect, unless such provision found to be invalid alters substantially the benefits or the Agreement for either of the parties or renders the statutory and regulatory obligations unable to be performed. All prior agreements between the parties hereto, addressing the matters set forth herein, are hereby terminated and superseded by this Agreement.
5. This Agreement shall be governed by the laws of the State of Florida.
6. Written notice shall be given to the parties at the following addresses, or such other place or person as each of the parties shall designate by similar notice:

As to Property Appraiser:

The Honorable Roger Suggs
Clay County Property Appraiser
P.O. Box 38
Green Cove Springs, FL32043

As to the Requesting Entity:

Ridgewood Trails Community
Development District
c/o Sheryl Fulks
475 West Town Place, Suite 114
St. Augustine, FL 32092

IN WITNESS WHEREOF, the parties have hereunto set, their hands and seals and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

WITNESS

Tracy S. Drake
Signature

Tracy S. Drake
Printed Name

~~CLAY COUNTY~~ PROPERTY APPRAISER

By: Roger A. Suggs
Hon. Roger A. Suggs

Date: 11/12/2019

WITNESS

Signature

Printed Name

RIDGEWOOD TRAILS COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Signature

Printed Name

Date: _____

To: Property Appraisers, Tax Collectors, Clerks of the Court, Boards of
County Commissioners, Taxing Authorities, and Interested Parties
From: Property Tax Oversight Program
Date: July 1, 2019
Bulletin: PTO 19-03

**FLORIDA DEPARTMENT OF REVENUE
PROPERTY TAX INFORMATIONAL BULLETIN**

**Agency personnel information exemptions from inspection or copying of
public records**

The 2019 Legislature enacted [chapter 2019-12](#), Laws of Florida, (SB 248) effective July 1, 2019. Section 1 of the law amends section 119.071(4)(d), Florida Statutes, regarding agency personnel information that is exempt from public disclosure, to define the term “home addresses” for purposes of public records exemptions for personal identifying and location information of agency personnel and their family members.

The new law provides:

119.071 General exemptions from inspection or copying of public records.—

(4) AGENCY PERSONNEL INFORMATION.—

(d)1. For purposes of this paragraph, the term:

a. “Home addresses” means the dwelling location at which an individual resides and includes the physical address, mailing address, street address, parcel identification number, plot identification number, legal property description, neighborhood name and lot number, GPS coordinates, and any other descriptive property information that may reveal the home address.

Property appraisers and custodians of public records must redact that portion of the records where the exemption applies. Property appraisers indicate a record is exempt from public disclosure by placing a confidentiality code in their CAMA systems and on the tax roll, as s. 193.114(2)(u), F.S., requires.

For more information, please see [PTO Bulletin 07-17](#) on the Department’s Revenue Law Library, which also addresses amendments to s. 119.071(4), F.S.

The Department of Revenue has provided this bulletin for your general information. Please distribute to your staff who may be affected by the changes in the law. If you have questions about its contents, please send them to DORPTO@floridarevenue.com.

CHAPTER 2019-12

Committee Substitute for Committee Substitute for Committee Substitute for Senate Bill No. 248

An act relating to public records; amending s. 119.071, F.S.; expanding exemptions from public records requirements for agency personnel information by defining the term "home addresses" for purposes of public records exemptions for personal identifying and location information of certain agency personnel and their family members; exempting personal identifying and location information of active or former civilian personnel employed by a law enforcement agency, and of spouses and children of such personnel, from public records requirements; authorizing certain persons to request the release of exempt information in a specified manner; requiring a custodial agency to release such information upon receipt of such a request; providing for retroactive application; providing for legislative review and repeal of the exemptions; providing statements of public necessity; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Paragraph (d) of subsection (4) of section 119.071, Florida Statutes, is amended to read:

119.071 General exemptions from inspection or copying of public records.—

(4) AGENCY PERSONNEL INFORMATION.—

(d)1. For purposes of this paragraph, the term:

a. "Home addresses" means the dwelling location at which an individual resides and includes the physical address, mailing address, street address, parcel identification number, plot identification number, legal property description, neighborhood name and lot number, GPS coordinates, and any other descriptive property information that may reveal the home address.

b. "Telephone numbers" includes home telephone numbers, personal cellular telephone numbers, personal pager telephone numbers, and telephone numbers associated with personal communications devices.

2.a. The home addresses, telephone numbers, dates of birth, and photographs of active or former sworn ~~or civilian~~ law enforcement personnel or of active or former civilian personnel employed by a law enforcement agency, including correctional and correctional probation officers, personnel of the Department of Children and Families whose duties include the investigation of abuse, neglect, exploitation, fraud, theft, or other criminal activities, personnel of the Department of Health whose duties are to support the investigation of child abuse or neglect, and personnel of the

Department of Revenue or local governments whose responsibilities include revenue collection and enforcement or child support enforcement; the names, home addresses, telephone numbers, photographs, dates of birth, and places of employment of the spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. ~~This sub-subparagraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2022, unless reviewed and saved from repeal through reenactment by the Legislature.~~

b. The home addresses, telephone numbers, dates of birth, and photographs of current or former nonsworn investigative personnel of the Department of Financial Services whose duties include the investigation of fraud, theft, workers' compensation coverage requirements and compliance, other related criminal activities, or state regulatory requirement violations; the names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. ~~This sub-subparagraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2021, unless reviewed and saved from repeal through reenactment by the Legislature.~~

c. The home addresses, telephone numbers, dates of birth, and photographs of current or former nonsworn investigative personnel of the Office of Financial Regulation's Bureau of Financial Investigations whose duties include the investigation of fraud, theft, other related criminal activities, or state regulatory requirement violations; the names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. ~~This sub-subparagraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2022, unless reviewed and saved from repeal through reenactment by the Legislature.~~

d. The home addresses, telephone numbers, dates of birth, and photographs of current or former firefighters certified in compliance with s. 633.408; the names, home addresses, telephone numbers, photographs, dates of birth, and places of employment of the spouses and children of such firefighters; and the names and locations of schools and day care facilities attended by the children of such firefighters are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. ~~This sub-subparagraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15, and shall stand repealed on October 2, 2022, unless reviewed and saved from repeal through reenactment by the Legislature.~~

e. The home addresses, dates of birth, and telephone numbers of current or former justices of the Supreme Court, district court of appeal judges, circuit court judges, and county court judges; the names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of current or former justices and judges; and the names and locations of schools and day care facilities attended by the children of current or former justices and judges are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. ~~This sub-subparagraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2022, unless reviewed and saved from repeal through reenactment by the Legislature.~~

f. The home addresses, telephone numbers, dates of birth, and photographs of current or former state attorneys, assistant state attorneys, statewide prosecutors, or assistant statewide prosecutors; the names, home addresses, telephone numbers, photographs, dates of birth, and places of employment of the spouses and children of current or former state attorneys, assistant state attorneys, statewide prosecutors, or assistant statewide prosecutors; and the names and locations of schools and day care facilities attended by the children of current or former state attorneys, assistant state attorneys, statewide prosecutors, or assistant statewide prosecutors are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

g. The home addresses, dates of birth, and telephone numbers of general magistrates, special magistrates, judges of compensation claims, administrative law judges of the Division of Administrative Hearings, and child support enforcement hearing officers; the names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of general magistrates, special magistrates, judges of compensation claims, administrative law judges of the Division of Administrative Hearings, and child support enforcement hearing officers; and the names and locations of schools and day care facilities attended by the children of general magistrates, special magistrates, judges of compensation claims, administrative law judges of the Division of Administrative Hearings, and child support enforcement hearing officers are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. ~~This sub-subparagraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2022, unless reviewed and saved from repeal through reenactment by the Legislature.~~

h. The home addresses, telephone numbers, dates of birth, and photographs of current or former human resource, labor relations, or employee relations directors, assistant directors, managers, or assistant managers of any local government agency or water management district whose duties include hiring and firing employees, labor contract negotiation, administration, or other personnel-related duties; the names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

i. The home addresses, telephone numbers, dates of birth, and photographs of current or former code enforcement officers; the names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

j. The home addresses, telephone numbers, places of employment, dates of birth, and photographs of current or former guardians ad litem, as defined in s. 39.820; the names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of such persons; and the names and locations of schools and day care facilities attended by the children of such persons are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. ~~This sub-subparagraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2022, unless reviewed and saved from repeal through reenactment by the Legislature.~~

k. The home addresses, telephone numbers, dates of birth, and photographs of current or former juvenile probation officers, juvenile probation supervisors, detention superintendents, assistant detention superintendents, juvenile justice detention officers I and II, juvenile justice detention officer supervisors, juvenile justice residential officers, juvenile justice residential officer supervisors I and II, juvenile justice counselors, juvenile justice counselor supervisors, human services counselor administrators, senior human services counselor administrators, rehabilitation therapists, and social services counselors of the Department of Juvenile Justice; the names, home addresses, telephone numbers, dates of birth, and places of employment of spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

l. The home addresses, telephone numbers, dates of birth, and photographs of current or former public defenders, assistant public defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel; the names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of current or former public defenders, assistant public defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel; and the names and locations of schools and day care facilities attended by the children of current or former public defenders, assistant public defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

m. The home addresses, telephone numbers, dates of birth, and photographs of current or former investigators or inspectors of the Department of Business and Professional Regulation; the names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and

children of such current or former investigators and inspectors; and the names and locations of schools and day care facilities attended by the children of such current or former investigators and inspectors are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. ~~This sub-subparagraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2022, unless reviewed and saved from repeal through reenactment by the Legislature.~~

n. The home addresses, telephone numbers, and dates of birth of county tax collectors; the names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of such tax collectors; and the names and locations of schools and day care facilities attended by the children of such tax collectors are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. ~~This sub-subparagraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2022, unless reviewed and saved from repeal through reenactment by the Legislature.~~

o. The home addresses, telephone numbers, dates of birth, and photographs of current or former personnel of the Department of Health whose duties include, or result in, the determination or adjudication of eligibility for social security disability benefits, the investigation or prosecution of complaints filed against health care practitioners, or the inspection of health care practitioners or health care facilities licensed by the Department of Health; the names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. ~~This sub-subparagraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2019, unless reviewed and saved from repeal through reenactment by the Legislature.~~

p. The home addresses, telephone numbers, dates of birth, and photographs of current or former impaired practitioner consultants who are retained by an agency or current or former employees of an impaired practitioner consultant whose duties result in a determination of a person's skill and safety to practice a licensed profession; the names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of such consultants or their employees; and the names and locations of schools and day care facilities attended by the children of such consultants or employees are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. ~~This sub-subparagraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2020, unless reviewed and saved from repeal through reenactment by the Legislature.~~

q. The home addresses, telephone numbers, dates of birth, and photographs of current or former emergency medical technicians or paramedics

certified under chapter 401; the names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of such emergency medical technicians or paramedics; and the names and locations of schools and day care facilities attended by the children of such emergency medical technicians or paramedics are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. ~~This sub-subparagraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2021, unless reviewed and saved from repeal through reenactment by the Legislature.~~

r. The home addresses, telephone numbers, dates of birth, and photographs of current or former personnel employed in an agency's office of inspector general or internal audit department whose duties include auditing or investigating waste, fraud, abuse, theft, exploitation, or other activities that could lead to criminal prosecution or administrative discipline; the names, home addresses, telephone numbers, dates of birth, and places of employment of spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. ~~This sub-subparagraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2021, unless reviewed and saved from repeal through reenactment by the Legislature.~~

s. The home addresses, telephone numbers, dates of birth, and photographs of current or former directors, managers, supervisors, nurses, and clinical employees of an addiction treatment facility; the home addresses, telephone numbers, photographs, dates of birth, and places of employment of the spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. For purposes of this sub-subparagraph, the term "addiction treatment facility" means a county government, or agency thereof, that is licensed pursuant to s. 397.401 and provides substance abuse prevention, intervention, or clinical treatment, including any licensed service component described in s. 397.311(26). ~~This sub-subparagraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2023, unless reviewed and saved from repeal through reenactment by the Legislature.~~

t. The home addresses, telephone numbers, dates of birth, and photographs of current or former directors, managers, supervisors, and clinical employees of a child advocacy center that meets the standards of s. 39.3035(1) and fulfills the screening requirement of s. 39.3035(2), and the members of a child protection team as described in s. 39.303 whose duties include supporting the investigation of child abuse or sexual abuse, child abandonment, child neglect, and child exploitation or to provide services as part of a multidisciplinary case review team; the names, home addresses, telephone numbers, photographs, dates of birth, and places of employment of the spouses and children of such personnel and members; and the names and

locations of schools and day care facilities attended by the children of such personnel and members are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. ~~This sub-subparagraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2023, unless reviewed and saved from repeal through reenactment by the Legislature.~~

3. An agency that is the custodian of the information specified in subparagraph 2. and that is not the employer of the officer, employee, justice, judge, or other person specified in subparagraph 2. shall maintain the exempt status of that information only if the officer, employee, justice, judge, other person, or employing agency of the designated employee submits a written request for maintenance of the exemption to the custodial agency.

4. An officer, an employee, a justice, a judge, or other person specified in subparagraph 2. may submit a written request for the release of his or her exempt information to the custodial agency. The written request must be notarized and must specify the information to be released and the party that is authorized to receive the information. Upon receipt of the written request, the custodial agency shall release the specified information to the party authorized to receive such information.

5. The exemptions in this paragraph apply to information held by an agency before, on, or after the effective date of the exemption.

6. This paragraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2024, unless reviewed and saved from repeal through reenactment by the Legislature.

Section 2. (1) The Legislature finds that it is a public necessity to define the term "home addresses" for purposes of the public records exemptions for agency personnel information under s. 119.071(4)(d), Florida Statutes. The public records exemptions for agency personnel information protect identifying and location information of numerous types of personnel, including, but not limited to, current or former law enforcement officers, investigative personnel, state attorneys and prosecutors, public defenders, guardians ad litem, Supreme Court justices, various judges, and the spouses and children of such personnel. The Legislature has previously recognized that such personnel and their family members are at a heightened risk of physical and emotional harm from disgruntled individuals who have contentious reactions to actions taken by such personnel, or whose business or professional practices have come under scrutiny of such personnel, and, as a result, has enacted various public records exemptions. While home addresses of such personnel and their family members are already exempt from s. 119.07(1), Florida Statutes, and s. 24(a), Article I of the State Constitution, the current exemptions do not provide protection for various forms of descriptive property information that may be used on its own, or in conjunction with other information, to reveal the home addresses that otherwise should be

protected from public disclosure. Therefore, the Legislature finds that it is a public necessity to specifically define the term "home addresses" so that the safety and privacy of various personnel and their family members are not compromised.

(2) The Legislature further finds that it is a public necessity that the home addresses, telephone numbers, dates of birth, and photographs of active or former civilian personnel employed by a law enforcement agency; the names, home addresses, telephone numbers, photographs, dates of birth, and places of employment of the spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel be exempt from public records requirements. Existing law already provides that the identifying and location information of active or former civilian law enforcement personnel and their spouses and children are exempt from public records requirements. The amendment made by this act further specifies that any active or former civilian personnel employed by a law enforcement agency and their spouses and children are entitled to the protections of the public records exemption. The civilian personnel of law enforcement agencies perform a variety of important duties that ensure public safety and welfare and encourage safe and secure communities. As a result of such duties, these civilian personnel often come into close contact with individuals who not only may be a threat to those personnel, but who might also seek to take revenge against them by harming their spouses and children. The Legislature finds that modifying the public records exemption to apply to all active or former civilian personnel employed by a law enforcement agency and their spouses and children will serve the public interest by further ensuring the safety of such personnel.

Section 3. This act shall take effect July 1, 2019.

Approved by the Governor April 26, 2019.

Filed in Office Secretary of State April 26, 2019.

EIGHTH ORDER OF BUSINESS

Facility Rental Policies & Application

Patrons may reserve the Amenity center for private events. Persons interested in doing so should contact the Amenity Manager regarding the anticipated date and time of the event to determine availability. Please note that the Amenity Center is NOT available for private events during a scheduled CDD event or on the following holidays.

Easter Sunday Thanksgiving Memorial Day
Christmas Eve Christmas Day Labor Day
New Year's Eve New Year's Day 4th of July

Available Facilities:

The Gathering Room along with the Gathering Room Pool is available for private rental for up to five (5) total hours (including set-up and post-event cleanup). There is a maximum number of attendees for the Amenity Center rental of **TBA**. The Patron renting the amenity area(s) shall be responsible for any and all damages and expenses arising from the event.

Reservations:

Patrons interested in reserving the Amenity Center must submit a completed Facility Rental application to the Amenity Manager. At the time of approval, two (2) checks or money orders made out to Ridgewood Trails CDD shall be submitted in order to complete the reservation. Please submit all checks and completed rental application to the Amenity Manager. One (1) check should be in the amount of the rental fee, and the other check should be in the amount of the deposit. The Amenity Manager will review the Facility Rental application on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the District's Board of Supervisors for consideration.

Fees and Deposits:

The rental fee and deposit for the use of the District's Gathering Room and the Gathering Room pool for private social gatherings are as follows:

	Fee (Mon – Fri)	Fee (Sat – Sun)	Deposit
• Gathering Room Only	\$40.00 (4 hours)	\$50.00 (5 hours)	\$100.00
• Gathering Room/Pool	\$80.00 (4 hours)	\$100.00 (5 hours)	\$100.00

Rental Time Blocks:

Gathering Room Only:

- Monday through Friday (4 hours)
5:00 pm to 9:00 pm (pool closes at dusk)
- Saturday and Sunday (5 hours)
9:00 am to 2:00 pm
4:00 pm to 9:00pm (pool closes at dusk)

Gathering Room & Pool:

- Monday through Friday (4 hours)
5:00 pm to 9:00 pm (pool closes at dusk)
- Saturday and Sunday (5 hours)
9:00 am to 2:00 pm
4:00 pm to 9:00 pm (pool closes at dusk)

Times slots may be adjusted to accommodate specific request on a case by case basis and at the Amenity Managers discretion.

Refund of Deposit:

Return the rented space back to acceptable conditions for the next patrons rental. To receive a full refund of the deposit, the following must be completed where applicable:

- Sweep the floors throughout the Gathering Room.
- Ensure that all garbage is removed and placed in the dumpster.
- Remove all displays, favors, or remnants of the event.
- Restore the furniture and other items to their original position.
- Wipe off all counters, tabletops, sink area, windows, and doors and replace garage liners in the rental areas.
- Clean out and wipe down the refrigerator, and all cabinets and used appliances.
- Ensure that no damage has occurred to the Amenity building and its property.
- Patron and Patron's guest are required to adhere to all Amenity Center and pool rules and regulations.
- Failure to comply with such rules and regulations may result in the forfeiture of Patron's deposit.

If additional cleaning is required, the Patron reserving the building will be liable for any expenses incurred by the District to hire an outside cleaning contractor. Considering the foregoing, Patrons may opt to pay for the actual cost of the cleaning by a professional cleaning service hired by the District. The Amenity Manager shall determine the amount of deposit to return, if any.

Deposit checks will be returned only to the Patron who completed the Facility Rental Application or to a party designated by the Patron at the time of the submittal of the Facility Rental Application. Photo identification shall be required for the return of deposit checks.

General Policies:

- Patrons are responsible for ensuring that their guests adhere to the policies set forth herein.
- No decorations may be affixed to the walls, doors, or any fixtures.
- The Gathering Room may be rented until 9:00 pm, although the pool must always close at dusk.
- Patrons must abide by all the posted pool rules.
- The volume of live or recorded music must not violate applicable Clay County noise ordinances.
- No glass, breakable items or alcohol are permitted on District property, unless pre-approved by Amenity Manager per policies set forth by the Board of Supervisors.

- No offensive music, lyrics, or profanity is allowed on the Amenity Center premises.
- Event Liability Coverage may be required on a case-by-case basis in the discretion of the Board of Supervisors.

Staffing:

Patrons will not be required to pay for additional staff, unless otherwise required by the District,

Patron's Signature & Date

Amenity Manager Signature & Date

Amenity Center Rental Application

Name of Applicant: _____ Date: _____

Email: _____ Phone: _____

Address: _____ City: _____ State: Florida

Estimated Attendance: _____ Intended use: _____ Rental area: _____

Date requested: _____ Time start: _____ End by: _____

I have read, understood and agree to abide by all the District policies and procedures regarding the use of the facility. This includes (please initial):

- _____ No beer, wine, or alcoholic beverages will be brought in or consumed on the premises-
Unless a certificate of liability insurance is presented and approved by the Amenity Manager as set forth in the policies.
- _____ No glass or breakable items are permitted in the facility.

- _____ Smoking is not permitted in the facility.
- _____ No pets allowed, except seeing-eye dogs.
- _____ Volume of live or recorded music must not violate Clay County noise ordinances.

I agree to indemnify and hold harmless the Azalea Ridge Community Development District and their agents, supervisors, officers, directors, employees, and staff for any and all liability, claims, actions, suits, or demands by any person, corporation or other entity, for injuries, death, property damage of any nature arising out of, or in connection with, the use of the Azalea Ridge Amenity Center and facilities. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Fla Stat.

I have read, understand and agree to abide by all policies and rules of the District governing the Ridgewood Trails CDD amenity center and facilities. Failure to adhere to the District's policies and rules may result in the suspension or termination of my privileges to use the facility. **I also understand that I am financially responsible for any damages caused by family members, my guest and myself.** If requested, I will obtain an event insurance policy naming the Ridgewood Trails Community Development District and their agents, supervisors, officers, directors, employees, and staff as additional insured.

Make checks Payable to **Ridgewood Trails CDD**

Resident Signature: _____ Date: _____

Deposit (refundable): \$ _____ Check #: _____

Rental Fee (non-refundable): \$ _____ Check #: _____

Approved by: _____ Date: _____

**** To receive a full refund of the cleaning deposit, all tables must be cleaned, floors clean, and garbage from the party must be removed and place in the dumpster. This is including removal of all party displays and remnants. In addition, the entire Amenity Center and/or pool needs to be returned to the condition it was upon receipt of it.**

Deposit Returned on: _____ Handed to: _____ Shredded: _____

TENTH ORDER OF BUSINESS

C.

NOTICE OF MEETINGS
RIDGEWOOD TRAILS
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Ridgewood Trails Community Development District will hold their regularly scheduled public meetings for Fiscal Year 2020 at 1:30 p.m. at the Azalea Ridge Amenity Center, 1667 Azalea Ridge Boulevard, Middleburg, Florida 32068 on the first Wednesday of each month as follows or otherwise noted:

November 6, 2019 (Courtyard by Marriott, 610 Wells Road, Orange Park FL 32043)
January 8, 2020 (2nd Wednesday)
March 4, 2020
May 6, 2020 @ 6:00 p.m.
July 1, 2020
September 2, 2020 @ 6:00 p.m.

D.

Ridgewood Trails Community Development District

9655 Florida Mining Blvd W, Bldg. 300, Suite 305, Jacksonville, FL 32257

Memorandum

Date: January 8, 2020

To: Rich Whetsel via email
Operations Director

From: Chris Hall Melissa Brown
Operations Manager Amenity Manager

Re: Ridgewood Trails CDD
Operations Report

Access Cards:

- Total Access Cards Issued to Date: 593

Amenity Center:

- Community Star Gazing event was held on October 9th
- Trunk or treat for Halloween was held on October 25th. Drinks, candy, games and prizes were provided for residents.
- Winter Holiday event was held on December 9th. Movie, Santa, photo props, reindeer food making station, and popcorn was provided.
- Community yard sale (Advertised online as well as put signs out)
- Stargazing Event is scheduled for February 22 in the amenities field.
- Easter event is scheduled for April 4th from 11a-2p at the amenity center.
- Dive in Movie is scheduled for March 21st at the amenity center pool.
- Clay County Sheriff's Office continues to provide security for the amenity center and is patrolling 2-3 times per week.
- Food trucks are scheduled for the first Friday of every month.
- Florida Pest Control continues to treat the amenity buildings and pool deck.
- Riverside Management continues to perform janitorial services for the amenity center.
- Amenity center and parking lot lights and timers are being inspected monthly and replaced as needed.
- Riverside Management continues to service and clean the pools.

Fitness Center:

- The cables for the weight machines have been replaced.
- The fitness center walls, and window trim has been completely re-painted.
- Fitness center carpet was cleaned with a carpet extractor.
- Fitness Pro continues to perform the preventative maintenance on the fitness equipment.
- Riverside Management cleans and inspects the fitness equipment weekly.

Landscape:

- New mulch has been installed throughout the community and amenity center.
- Two (2) dead palm trees have been replaced at the community entrances.
- New plants were installed at the main entrance island, and at the playground entrance.
- Large dead pine tree was cut down for safety concerns at the front entrance area.
- Tree Amigos continues to maintain all the common area landscaping.
- Riverside Management and Tree Amigos inspects landscaping monthly.
- Irrigation inspections are being performed monthly and repairs are made as needed.

Lakes:

- The Lake Doctors continue to monitor and treat the lakes monthly.
- RMS continues to clean and inspect the lakes and outfall structures bi-weekly.

Other Projects:

- The broken front gate to the pool has been repaired.
- Damage to the slide on the playground has been repaired.
- Broken door handle in the men's bathroom has been replaced.
- Burned out lights have been replaced in the bathrooms.
- Three (3) LED light fixtures have been replaced at the front entrance.
- New electronic latches have been installed for bathrooms and fitness center.
- A new vent cover has been installed in the men's bathroom.
- The door vents in the bathrooms have been re-painted.
- Signposts in the community have been re-painted.
- Exit button post has been painted at the pool.
- The broken No parking on grass signs have been replaced.
- Office furniture, and supplies has been installed in the gathering room office space.
- Comcast has added Wi-Fi, telephone and cable for the new gathering room.
- Holiday lights and decorations were installed at the amenity center and entrances.
- Common area roadways are being inspected and cleaned weekly.
- Park and pool trash can liners are being changed on a weekly basis.
- Playground equipment safety check is performed monthly.

Should you have any questions or comments regarding the above information, please feel free to contact Chris Hall at (904) 657-9211 or Rich Whetsel at (904) 759-8923.



Quotation

Quote #: 12385

Date: 12/12/2019

Billed To: Governmental Management Services, LLC
475 West Town Place Suite 114
St. Augustine FL 32092

Project: Ridgewood Trails CDD O/S
475 West Town Place Suite 114
World Golf Village
St. Augustine FL 32092

This quote is valid until: 01/11/2020

Description	Common Name	Quantity	Price	Ext Price
Removal of battery Controllers & valves and adding electric Controllers & valves				
2000 feet of multi-strand wire		1.00	1,750.00	1,750.00
(25) electirc Solenoids		1.00	2,250.00	2,250.00
(30) Station Hunter Outdoor Controllers		1.00	720.00	720.00
Labor		1.00	1,800.00	1,800.00

Notes

Total: \$6,520.00

TWELFTH ORDER OF BUSINESS

A.

RIDGEWOOD TRAILS
COMMUNITY DEVELOPMENT DISTRICT
COMBINED BALANCE SHEET
November 30, 2019

	<u>Governmental Fund Types</u>				
	<u>General</u>	<u>Capital Reserve</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Totals (Memorandum Only)</u>
<u>ASSETS:</u>					
CASH	\$65,702	\$14,806	---	---	\$80,508
INVESTMENTS - STATE BOARD	\$185,197	---	---	---	\$185,197
INVESTMENTS - STATE BOARD - CAPITAL RESERVE	---	\$163,537	---	---	\$163,537
INVESTMENTS					
Reserve A	---	---	\$9,573	---	\$9,573
Revenue A	---	---	\$3,743	---	\$3,743
ASSESSMENTS RECEIVABLE	\$101,651	---	---	---	\$101,651
DEPOSITS	\$2,833	---	---	---	\$2,833
DUE FROM GENERAL FUND	---	\$9,330	---	---	\$9,330
DUE FROM CAPITAL RESERVES	\$3,439	---	---	---	\$3,439
TOTAL ASSETS	\$358,822	\$187,673	\$13,316	\$0	\$559,811
<u>LIABILITIES:</u>					
ACCOUNTS PAYABLE	\$19,214	\$1,618	---	---	\$20,832
DUE TO GENERAL	---	\$3,439	---	---	\$3,439
DUE TO CAPITAL RESERVE	\$9,330	---	---	---	\$9,330
<u>FUND BALANCES:</u>					
UNASSIGNED	\$288,025	---	---	---	\$288,025
NONSPENDABLE	\$2,833	---	---	---	\$2,833
ASSIGNED	\$39,420	---	---	---	\$39,420
ASSIGNED FOR CAPITAL RESERVE	\$0	\$182,615	---	---	\$182,615
RESTRICTED FOR DEBT SERVICE	---	---	\$13,316	---	\$13,316
TOTAL LIABILITIES & FUND EQUITY & OTHER CREDITS	\$358,822	\$187,673	\$13,316	\$0	\$559,811

RIDGEWOOD TRAILS

COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND

Statement of Revenues & Expenditures and Changes of Fund Balance
For the Period Ended November 30, 2019

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 11/30/19	ACTUAL THRU 11/30/19	VARIANCE
<u>REVENUES:</u>				
Assessments - Tax Roll	\$364,604	\$101,651	\$101,651	\$0
Assessments - Direct	\$55,385	\$0	\$0	\$0
Interest Earned/Misc. Income	\$5,000	\$833	\$765	(\$68)
TOTAL REVENUES	\$424,989	\$102,484	\$102,416	(\$68)
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
Supervisor Fees	\$12,000	\$2,000	\$0	\$2,000
FICA Expense	\$918	\$153	\$0	\$153
Engineering	\$5,000	\$833	\$0	\$833
Assessment Roll	\$5,260	\$5,260	\$5,260	\$0
Arbitrage	\$600	\$0	\$0	\$0
Dissemination	\$1,000	\$167	\$167	\$0
Attorney	\$12,000	\$2,000	\$120	\$1,880
Annual Audit	\$4,100	\$0	\$0	\$0
Trustee	\$4,500	\$0	\$0	\$0
Management Fees	\$41,000	\$6,833	\$6,833	(\$0)
Telephone	\$100	\$17	\$0	\$17
Postage	\$800	\$133	\$23	\$110
Printing & Binding	\$1,500	\$250	\$84	\$166
Insurance	\$6,690	\$6,690	\$6,298	\$392
Legal Advertising	\$2,200	\$367	\$65	\$302
Other Current Charges	\$1,800	\$300	\$114	\$186
Office Supplies	\$250	\$42	\$634	(\$592)
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Capital Outlay	\$250	\$42	\$0	\$42
Meeting Room Rental	\$600	\$100	\$0	\$100
Records Storage	\$250	\$42	\$0	\$42
TOTAL ADMINISTRATIVE	\$100,993	\$25,403	\$19,773	\$5,630
<u>AMENITY CENTER</u>				
Insurance	\$11,463	\$11,463	\$11,245	\$218
Facility Manager	\$60,000	\$10,000	\$9,667	\$333
General Facility Maintenance	\$10,000	\$1,667	\$1,497	\$170
Lifeguards	\$15,000	\$0	\$0	\$0
Pool Maintenance	\$15,910	\$2,652	\$2,652	\$0
Pool Chemicals	\$12,640	\$2,107	\$1,797	\$310
Other Current Charges	\$1,000	\$167	\$0	\$167
Water & Sewer	\$13,500	\$2,250	\$1,357	\$893
Electric	\$11,000	\$1,833	\$2,144	(\$311)
Internet/Cable	\$1,680	\$280	\$280	(\$0)
Janitorial	\$9,980	\$1,663	\$1,664	(\$1)
Janitorial Supplies	\$1,500	\$250	\$60	\$190
Security (1)	\$16,000	\$2,667	\$4,180	(\$1,513)
Refuse Service	\$3,000	\$500	\$0	\$500
Special Events	\$6,300	\$1,120	\$1,120	\$0
Pool Permit	\$375	\$0	\$0	\$0
Maintenance Reserves	\$6,174	\$1,029	\$0	\$1,029
Pest Control	\$480	\$80	\$40	\$40
Capital Reserve	\$22,000	\$0	\$0	\$0
TOTAL AMENITY CENTER	\$218,002	\$39,727	\$37,703	\$2,024

RIDGEWOOD TRAILS

COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND

Statement of Revenues & Expenditures and Changes of Fund Balance
For the Period Ended November 30, 2019

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 11/30/19	ACTUAL THRU 11/30/19	VARIANCE
EXPENDITURES:				
<u>GROUNDS MAINTENANCE:</u>				
Operations Management	\$21,218	\$3,536	\$3,536	(\$0)
Access Cards	\$1,000	\$167	\$0	\$167
Electric	\$8,000	\$1,333	\$1,196	\$137
Water	\$8,300	\$1,383	\$1,400	(\$17)
Repairs & Maintenance	\$17,000	\$2,833	\$997	\$1,836
Landscape Maintenance	\$72,000	\$12,000	\$8,865	\$3,135
Landscape Reserve	\$10,000	\$1,667	\$0	\$1,667
Lake Maintenance	\$7,896	\$1,316	\$1,344	(\$28)
TOTAL GROUNDS MAINTENANCE	\$145,414	\$24,236	\$17,338	\$6,898
TOTAL EXPENDITURES	\$464,409	\$89,366	\$74,813	\$14,552
EXCESS REVENUES (EXPENDITURES)	(\$39,420)		\$27,603	
FUND BALANCE - Beginning	\$39,420		\$302,675	
FUND BALANCE - Ending	\$0		\$330,278	

(1) Includes Access/Service Plan

**RIDGEWOOD TRAILS CDD
GENERAL FUND**

FY2020

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
REVENUES:													
Assessments - Tax Roll	\$0	\$101651	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$101,651
Assessments - Direct	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest Earned/Misc. Income	\$424	\$341	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$765
TOTAL REVENUES	\$424	\$101992	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$102416
EXPENDITURES: ADMINISTRATIVE													
Supervisor Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FICA Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Assessment Roll	\$5,260	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,260
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dissemination	\$83	\$83	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$167
Attorney	\$120	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$120
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Trustee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Management Fees	\$3,417	\$3,417	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,833
Telephone	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Postage	\$19	\$5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23
Printing & Binding	\$57	\$28	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$84
Insurance	\$6,298	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,298
Legal Advertising	\$65	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$65
Other Current Charges	\$58	\$56	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$114
Office Supplies	\$1	\$633	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$634
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Capital Outlay	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Meeting Room Rental	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Records Storage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DEPARTMENT TOTALS	\$15,552	\$4,221	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,773
EXPENDITURES: AMENITY CENTER													
Insurance	\$11,245	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,245
Facility Manager	\$4,833	\$4,833	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,667
General Facility Maintenance	\$1,297	\$200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,497
Lifeguards	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Pool Maintenance	\$1,326	\$1,326	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,652
Pool Chemicals	\$1,077	\$720	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,797
Other Current Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water & Sewer	\$618	\$739	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,357
Electric	\$1,103	\$1,041	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,144
Internet/Cable	\$140	\$140	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$280
Janitorial	\$832	\$832	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,664
Janitorial Supplies	\$60	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60
Security (1)	\$1,480	\$2,700	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,180
Refuse Service	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Special Events	\$1,120	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,120
Pool Permit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Pest Control	\$40	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40
Capital Reserve	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
AMENITY CENTER TOTALS	\$25,171	\$12,532	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$37,703

RIDGEWOOD TRAILS CDD
GENERAL FUND
FY2019

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
<u>EXPENDITURES: GROUNDS MAINTENANCE</u>													
Operations Management	\$1,768	\$1,768	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,536
Access Cards	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Electric	\$536	\$660	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,196
Water	\$657	\$743	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,400
Repairs & Maintenance	\$997	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$997
Landscape Maintenance	\$4,582	\$4,282	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,865
Landscape Reserve	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lake Maintenance	\$672	\$672	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,344
Capital Outlay - Streetlighting	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
GROUND MAINTENANCE TOTAL	\$9,213	\$8,125	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17,338
TOTAL EXPENDITURES	\$49,935	\$24,878	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$74,813
EXCESS REV/(EXP)	\$49,511	\$77,114	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$27,603

RIDGEWOOD TRAILS
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL RESERVE

Statement of Revenues & Expenditures and Changes of Fund Balance
For the Period Ended November 30, 2019

	ADOPTED BUDGET	PRORATED BUDGET THRU 11/30/19	ACTUAL THRU 11/30/19	VARIANCE
<u>REVENUES:</u>				
Capital Reserve Transfer In	\$22,000	\$0	\$0	\$0
Landscape Reserve Transfer In	\$10,000	\$0	\$0	\$0
Interest Income	\$1,000	\$167	\$555	\$389
TOTAL REVENUES	\$33,000	\$167	\$555	\$389
<u>EXPENDITURES:</u>				
Capital Reserves	\$10,000	\$5,057	\$5,057	\$0
Landscape Reserves	\$0	\$0	\$0	\$0
Other Current Charges	\$450	\$75	\$150	(\$75)
TOTAL EXPENDITURES	\$10,450	\$5,132	\$5,208	(\$75)
<u>OTHER SOURCES AND USES:</u>				
Interfund Transfer In/(Out)	\$0	\$0	\$0	\$0
TOTAL OTHER SOURCES/USES	\$0	\$0	\$0	\$0
EXCESS REVENUES (EXPENDITURES)	\$22,550		(\$4,652)	
FUND BALANCE - Beginning	\$191,081		\$187,268	
FUND BALANCE - Ending	\$213,631		\$182,615	

RIDGEWOOD TRAILS
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND - 2007A

Statement of Revenues & Expenditures and Changes of Fund Balance
For the Period Ended November 30, 2019

	ADOPTED BUDGET	PRORATED BUDGET THRU 11/30/19	ACTUAL THRU 11/30/19	VARIANCE
<u>REVENUES:</u>				
Assessments - On Roll	\$13,359	\$3,724	\$3,724	\$0
Interest Income	\$100	\$17	\$36	\$19
Other Revenue Sources	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$13,459	\$3,741	\$3,761	\$19
<u>EXPENDITURES:</u>				
Interest Expense - 11/1	\$4,238	\$4,238	\$4,238	\$0
Interest Expense - 5/1	\$4,238	\$0	\$0	\$0
Principal Expense - 5/1	\$5,000	\$0	\$0	\$0
TOTAL EXPENDITURES	\$13,475	\$4,238	\$4,238	\$0
<u>OTHER SOURCES AND USES:</u>				
Interfund Transfer In/(Out)	\$0	\$0	\$98	\$98
TOTAL OTHER SOURCES/USES	\$0	\$0	\$98	\$98
EXCESS REVENUES (EXPENDITURES)	(\$16)		(\$379)	
FUND BALANCE - Beginning	\$4,170		\$13,695	
FUND BALANCE - Ending	\$4,154		\$13,316	

RIDGEWOOD TRAILS
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL PROJECTS FUND - 2007A
Statement of Revenues & Expenditures and Changes of Fund Balance
For the Period Ended November 30, 2019

	<u>ADOPTED BUDGET</u>	<u>PRORATED BUDGET THRU 11/30/19</u>	<u>ACTUAL THRU 11/30/19</u>	<u>VARIANCE</u>
<u>REVENUES:</u>				
Interest Income	\$0	\$0	\$0	\$0
TOTAL REVENUES	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<u>EXPENDITURES:</u>				
Capital Projects	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<u>OTHER SOURCES AND USES:</u>				
Interfund Transfer In/(Out)	\$0	\$0	(\$98)	(\$98)
TOTAL OTHER SOURCES/USES	<u>\$0</u>	<u>\$0</u>	<u>(\$98)</u>	<u>(\$98)</u>
EXCESS REVENUES (EXPENDITURES)	<u>\$0</u>		<u>(\$98)</u>	
FUND BALANCE - Beginning	\$0		\$98	
FUND BALANCE - Ending	<u>\$0</u>		<u>\$0</u>	

Ridgewood Trails
Community Development District
Long Term Debt Report

Series 2007A Capital Improvement Revenue Bonds	
Interest Rate:	5.650%
Maturity Date:	5/1/2038
Reserve Fund Definition:	
Reserve Fund Requirement:	\$9,503
Reserve Fund Balance:	\$9,573
Bonds outstanding - 6/1/2019	\$150,000
Current Bonds Outstanding	\$150,000

B.

RIDGEWOOD TRAILS COMMUNITY DEVELOPMENT DISTRICT
Fiscal Year 2020 Assessments Receipts Summary

ASSESSED	# UNITS ASSESSED	SERIES 2007A DEBT SERVICE ASSESSED	FY20 O&M ASSESSED	TOTAL ASSESSED
DR HORTON BULK LANDS (2)	92	(1)	55,385.36	55,385.36
TOTAL DIRECT BILLS ASSESSED	92		55,385.36	55,385.36
NET TAX ROLL ASSESSED	599	13,358.77	364,603.64	377,962.41
TOTAL ASSESSED	691	13,358.77	419,989.00	433,347.77

DUE / RECEIVED	BALANCE DUE	SERIES 2007A DEBT SERVICE PAID	O&M PAID	TOTAL PAID
DR HORTON BULK LANDS	27,692.68	(1)	27,692.68	27,692.68
DIRECT BILLS DUE / RECEIVED	27,692.68	-	27,692.68	27,692.68
TAX ROLL DUE / RECEIVED	9,091.47	13,037.44	355,833.50	368,870.94
TOTAL DUE / RECEIVED	36,784.15	13,037.44	383,526.18	396,563.62

(1) Debt has been accelerated due to non-payment of assessments by original Developer

(2) O&M is due 50% by 12/1/19, 25% by 2/1/20, 25% by 5/1/20

SUMMARY OF TAX ROLL RECEIPTS				
CLAY COUNTY DISTRIBUTION	DATE RECEIVED	TOTAL RECEIVED	SERIES 2007A DEBT RECEIPTS	O&M RECEIPTS
1	11/13/19	3,076.53	108.74	2,967.79
2	11/21/19	102,298.88	3,615.67	98,683.21
3	12/11/19	254,888.93	9,008.84	245,880.09
4	12/18/19	8,606.60	304.19	8,302.41
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
TOTAL TAX ROLL RECEIPTS		368,870.94	13,037.44	355,833.50

PERCENT COLLECTED	TOTAL	DEBT	O&M
% COLLECTED DIRECT BILL	50.00%	0.00%	50.00%
% COLLECTED TAX ROLL	97.59%	97.59%	97.59%
TOTAL PERCENT COLLECTED	91.51%	97.59%	91.32%

C.

RIDGEWOOD TRAILS
Community Development District

Check Run Summary - General Fund

Fund	Date	Check Numbers	Amount	
<u>General Fund</u>				
	10/1/19 -108/31/19	1665-1688	\$22,722.20	
	11/1/19-11/30/19	1689-1708	\$28,758.01	
	12/1/19-12/31/19	1709-1723	\$15,880.26	
				\$67,360.47
<u>Capital Reserve</u>				
	10/1/19 -108/31/19	2	\$3,488.50	
	12/1/19-12/31/19	3	\$1,618.00	
				\$5,106.50
Total				\$72,466.97

* Fedex invoices available upon request.

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 12/25/19 PAGE 1
 *** CHECK DATES 10/01/2019 - 12/31/2019 *** RIDGEWOOD TRAILS CDD
 BANK A RIDGEWOOD TRAILS

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
10/04/19	00063	9/30/19 09302019	201909 320-57200-34500	SECURITY SERVICES	*	120.00	
		9/24/19		EDGAR HOWELL			120.00 001665
10/04/19	00099	8/16/19 8426892	201908 320-57200-46000	AUG PEST CONTROL	*	40.00	
				FLORIDA PEST CONTROL			40.00 001666
10/04/19	00099	9/17/19 8437956	201909 320-57200-46000	SEP PEST CONTROL	*	40.00	
				FLORIDA PEST CONTROL			40.00 001667
10/04/19	00008	9/30/19 110240	201908 310-51300-31500	AUG GEN COUNSEL/MNTH MEET	*	735.00	
				HOPPING GREEN & SAMS			735.00 001668
10/04/19	00082	9/30/19 09302019	201909 320-57200-34500	SECURITY SERVICES	*	120.00	
		9/23/19		MATTHEW MCREE			120.00 001669
10/04/19	00095	10/01/19 13129558	201910 320-57200-52100	WATER-MNGMT-OCT19	*	720.00	
				POOLSURE			720.00 001670
10/04/19	00039	9/18/19 217	201908 320-57200-46000	AUG G.F.M.-AMENITY	*	1,422.00	
		9/18/19 217	201908 330-53800-46000	AUG R/M-FIELD	*	1,180.00	
		9/18/19 217	201908 320-57200-52100	AUG POOL CHEMICALS	*	138.00	
		9/18/19 217	201908 320-57200-52200	AUG JANITORIAL SUPPLIES	*	34.32	
		9/18/19 217	201908 320-57200-46500	AUG POOL MAINT ADDWEEKEND	*	175.00	
				RIVERSIDE MANAGEMENT SERVICES, INC.			2,949.32 001671
10/04/19	00091	9/30/19 12100	201909 330-53800-46200	SEP LANDSCAPE MAINTENANCE	*	4,282.32	
				TREE AMIGOS OUTDOOR SERVICES			4,282.32 001672
10/04/19	00091	9/30/19 12101	201909 330-53800-46200	ADDENDUM FOR MOWING AREAS	*	1,666.67	
				TREE AMIGOS OUTDOOR SERVICES			1,666.67 001673
10/10/19	00070	10/04/19 SSI09201	201909 320-57200-34500	SEP EMPLOYMENT ADMIN FEE	*	240.00	

RDGE --RIDGEWOOD-- BPEREGRINO

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 12/25/19 PAGE 2
 *** CHECK DATES 10/01/2019 - 12/31/2019 *** RIDGEWOOD TRAILS CDD
 BANK A RIDGEWOOD TRAILS

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		10/04/19	SSI09201 201909 320-57200-34500		*	100.00	
			SEP SCHEDULING FEE	CLAY COUNTY SHERIFF'S OFFICE			340.00 001674
10/10/19	00063	10/07/19	10072019 201910 320-57200-34500		*	120.00	
		9/30/19	SECURITY SERVICES		*	120.00	
		10/07/19	10072019 201910 320-57200-34500				
		10/1/19	SECURITY SERVICES	EDGAR HOWELL			240.00 001675
10/10/19	00003	9/15/19	197 201910 310-51300-31400		*	5,260.00	
			FY20 ASSESSMENT ROLL	GOVERNMENTAL MANAGEMENT SERVICES			5,260.00 001676
10/10/19	00003	10/01/19	198 201910 310-51300-34000		*	3,416.67	
			OCT MANAGEMENT FEES		*	83.33	
		10/01/19	198 201910 310-51300-31300		*	.87	
			OCT DISSEMINATION SERVICE		*	18.80	
		10/01/19	198 201910 310-51300-51000		*	56.55	
			OFFICE SUPPLIES		*		
		10/01/19	198 201910 310-51300-42000		*		
			POSTAGE		*		
		10/01/19	198 201910 310-51300-42500		*		
			COPIES	GOVERNMENTAL MANAGEMENT SERVICES			3,576.22 001677
10/17/19	00007	10/01/19	74271 201910 310-51300-54000		*	175.00	
			FY20 SPECIAL DISTRIC FEE	DEPARTMENT OF ECONOMIC OPPORTUNITY			175.00 001678
10/17/19	00063	10/14/19	10142019 201910 320-57200-34500		*	120.00	
		10/9/19	SECURITY SERVICES	EDGAR HOWELL			120.00 001679
10/17/19	00064	10/14/19	10142019 201910 320-57200-34500		*	120.00	
		10/11/19	SECURITY SERVICE	KEITH A. SMITH			120.00 001680
10/17/19	00100	10/16/19	10162019 201910 320-57200-49500		*	300.00	
			EVENT 10/12/19	NORTH EAST FLORIDA ASTRONOMICAL			300.00 001681
10/25/19	00063	10/21/19	10212019 201910 320-57200-34500		*	120.00	
		10/14/19	SECURITY SERVICE	EDGAR HOWELL			120.00 001682
RDGE --RIDGEWOOD-- BPEREGRINO							

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
10/25/19	00064	10/21/19 10212019	201910 320-57200-34500		*	60.00	
		10/18/19 SECURITY SERVICE			*	60.00	
		10/21/19 10212019	201910 320-57200-34500				
		10/19/19 SECURITY SERVICE		KEITH A. SMITH			120.00 001683
10/25/19	00091	10/07/19 12128	201910 330-53800-46200		*	300.00	
		ADD MOWING 2 EASEMENTS		TREE AMIGOS OUTDOOR SERVICES			300.00 001684
10/31/19	00015	10/21/19 305280	201910 310-51300-48000		*	64.80	
		NOTICE OF MEETING 11/6/19		CLAY TODAY			64.80 001685
10/31/19	00063	10/29/19 10292019	201910 320-57200-34500		*	120.00	
		10/23/19 SECURITY SERVICE		EDGAR HOWELL			120.00 001686
10/31/19	00005	9/09/19 10321292	201909 310-51300-48000		*	499.23	
		NOTICE OF MEETING 9/4/19			*	573.64	
		9/25/19 10321760	201909 310-51300-48000				
		FY20 SHEDULE OF METTINGS		THE FLORIDA TIMES-UNION			1,072.87 001687
10/31/19	00064	10/29/19 10292019	201910 320-57200-34500		*	120.00	
		10/26/19 SECURITY SERVICE		KEITH A. SMITH			120.00 001688
11/07/19	00101	11/04/19 1406	201911 330-53800-60100		*	3,439.29	
		INSTALLED SECURITY SYSTEM		ALPHA DOG AUDIO VIDEO SECURITY			3,439.29 001689
11/07/19	00101	11/05/19 1420	201911 320-57200-34500		*	1,620.00	
		ACCESS/SERVICE PLAN		ALPHA DOG AUDIO VIDEO SECURITY			1,620.00 001690
11/07/19	00048	10/28/19 21052	201910 320-57200-46000		*	467.14	
		REPAIR FITNESS EQUIPMENT		FITNESSPRO			467.14 001691
11/07/19	00099	10/15/19 8449381	201910 320-57200-43200		*	40.00	
		OCT PEST CONTROL		FLORIDA PEST CONTROL			40.00 001692
11/07/19	00064	11/04/19 11042019	201910 320-57200-34500		*	120.00	
		10/29/19 SECURITY SRVC					

RDGE --RIDGEWOOD-- BPEREGRINO

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YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER

RUN 12/25/19

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*** CHECK DATES 10/01/2019 - 12/31/2019 ***

RIDGEWOOD TRAILS CDD
BANK A RIDGEWOOD TRAILS

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
		11/04/19 11042019	201910 320-57200-34500		*	120.00	
		10/31/19 SECURITY SRVC		KEITH A. SMITH			240.00 001693
11/07/19 00095		9/01/19 13129558	201909 320-57200-52100		*	720.00	
		WATER MGMT-SEP19		POOLSURE			720.00 001694
11/07/19 00039		10/21/19 221	201910 320-57200-49500		*	190.25	
		STARGAZING 10/12/19		RIVERSIDE MANAGEMENT SERVICES, INC.			190.25 001695
11/07/19 00039		10/29/19 223	201910 320-57200-49500		*	629.79	
		HALLOWEEN 10/25/19		RIVERSIDE MANAGEMENT SERVICES, INC.			629.79 001696
11/07/19 00039		11/01/19 222	201911 320-57200-34200		*	832.00	
		NOV JANITORIAL SERVICES			*	1,325.83	
		11/01/19 222	201911 320-57200-46500		*	1,768.17	
		NOV POOL MAINTENANCE			*	4,833.33	
		11/01/19 222	201911 330-53800-34000		*		
		NOV OPER MANAGEMENT SRVC			*		
		11/01/19 222	201911 320-57200-46200		*		
		NOV FACILITY MANAGEMENT		RIVERSIDE MANAGEMENT SERVICES, INC.			8,759.33 001697
11/07/19 00091		10/31/19 12215	201910 330-53800-46200		*	4,282.32	
		OCT LANDSCAPE MAINTENANCE		TREE AMIGOS OUTDOOR SERVICES			4,282.32 001698
11/19/19 00063		11/12/19 11122019	201911 320-57200-34500		*	120.00	
		11/6/19 SECURITY SERVICES		EDGAR HOWELL			120.00 001699
11/19/19 00048		11/06/19 21130	201911 320-57200-46000		*	200.00	
		NOV PREVENT MAINTENANCE		FITNESSPRO			200.00 001700
11/19/19 00003		11/01/19 199	201911 310-51300-34000		*	3,416.67	
		NOV MANAGEMENT FEES			*	83.33	
		11/01/19 199	201911 310-51300-31300		*	.27	
		NOV DISSEMINATION SERVICE			*	4.50	
		11/01/19 199	201911 310-51300-51000		*		
		OFFICE SUPPLIES			*		
		11/01/19 199	201911 310-51300-42000		*		
		POSTAGE					

RDGE --RIDGEWOOD-- BPEREGRINO

CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO... INVOICE YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK... AMOUNT #
12/05/19	00082	12/02/19	12022019 201911 320-57200-34500 11/18/19 SECURITY SERVICE	MATTHEW MCREE	*	120.00	120.00 001711
12/05/19	00039	11/26/19	225 201910 320-57200-46100 OCT G.F.M.-AMENITY		*	830.00	
		11/26/19	225 201910 330-53800-46000 OCT REPAIR/MAINT-FIELD		*	997.00	
		11/26/19	225 201910 320-57200-52100 OCT POOL CHEMICALS		*	357.00	
		11/26/19	225 201910 320-57200-52200 OCT JANITORIAL SUPPLIES		*	59.58	
			RIVERSIDE MANAGEMENT SERVICES, INC.			2,243.58	001712
12/12/19	00070	11/12/19	SSI09280 201910 320-57200-34500 OCT EMPLOYMENT FEE		*	180.00	
		11/12/19	SSI09280 201910 320-57200-34500 OCT SCHEDULING FEE		*	100.00	
			CLAY COUNTY SHERIFF'S OFFICE			280.00	001713
12/12/19	00070	12/09/19	SSI09344 201911 320-57200-34500 NOV EMPLOYMENT FEE		*	140.00	
		12/09/19	SSI09344 201911 320-57200-34500 NOV SCHEDULING FEE		*	100.00	
			CLAY COUNTY SHERIFF'S OFFICE			240.00	001714
12/12/19	00063	12/09/19	12092019 201912 320-57200-34500 12/6/19 SECURITY SERVICE	EDGAR HOWELL	*	120.00	120.00 001715
12/12/19	00003	12/01/19	200 201912 310-51300-34000 DEC MANAGEMENT FEE		*	3,416.67	
		12/01/19	200 201912 310-51300-34000 DEC DISSEMINATION SERVICE		*	83.33	
		12/01/19	200 201912 310-51300-34000 OFFICE SUPPLIES		*	.48	
		12/01/19	200 201912 310-51300-42000 POSTAGE		*	8.06	
		12/01/19	200 201912 310-51300-42500 COPIES		*	13.20	
			GOVERNMENTAL MANAGEMENT SERVICES			3,521.74	001716
12/12/19	00064	12/09/19	12092019 201912 320-57200-34500 12/5/19 SECURITY SERVICE	KEITH A. SMITH	*	120.00	120.00 001717

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
12/20/19	00063	12/16/19 12162019	201912 320-57200-34500	SECURITY SERVICE	*	120.00	
		12/13/19		EDGAR HOWELL			120.00 001718
12/20/19	00029	12/10/19 10298	201912 320-57200-45000	ADD PROPERTY COVERAGE	*	824.00	
				EGIS INSURANCE ADVISORS, LLC			824.00 001719
12/20/19	00042	12/01/19 472069	201912 330-53800-46400	DEC LAKE MAINTENANCE	*	672.00	
				THE LAKE DOCTORS, INC.			672.00 001720
12/20/19	00095	12/01/19 13129558	201912 320-57200-52100	DEC POOL MAINTENANCE	*	720.00	
				POOLSURE			720.00 001721
12/20/19	00039	10/14/19 220	201909 320-57200-46000	SEP G.F.M.-AMENITY	*	950.00	
		10/14/19 220	201909 330-53800-46000	SEP R/M-FIELD	*	947.00	
		10/14/19 220	201909 320-57200-52100	SEP POOL CHEMICALS	*	318.62	
		10/14/19 220	201909 320-57200-52200	SEP JANITORIAL SUPPLIES	*	41.00	
				RIVERSIDE MANAGEMENT SERVICES, INC.			2,256.62 001722
12/20/19	00091	11/30/19 12351	201911 330-53800-46200	NOV LANDSCAPE MAINTENANCE	*	4,282.32	
				TREE AMIGOS OUTDOOR SERVICES			4,282.32 001723
TOTAL FOR BANK A						67,360.47	
TOTAL FOR REGISTER						67,360.47	

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
10/31/19	00022	10/24/19 10242019	201910 600-20700-10000	KENTRONIX INV#364003	*	3,488.50	
				RIDGEWOOD TRAILS CDD			3,488.50 000002
12/05/19	00024	11/26/19 225A	201910 600-53800-60000	OFFICE EQUIPMENT/SUPPLIES	*	1,618.00	
				RIVERSIDE MANAGEMENT SERVICES, INC.			1,618.00 000003
				TOTAL FOR BANK D		5,106.50	
				TOTAL FOR REGISTER		5,106.50	

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