

Davenport Road South Community Development District

12051 Corporate Boulevard, Orlando, FL 32817; 407.723.5900

www.davenportroadsouthcdd.com

The following is the proposed agenda for the Board of Supervisors' Meeting for the Davenport Road South Community Development District, scheduled to be held on **Wednesday, October 16, 2019 at 9:45 a.m. at the Offices of Cassidy Homes, 346 East Central Ave., Winter Haven, Florida 33880.** As always, the personal attendance of three (3) Board Members will be required to constitute quorum

If you would like to attend the Board Meeting by phone, you may do so by dialing:

Call-in Number: **1-844-621-3956**

Access Code: **790 393 986 #**

PROPOSED BOARD OF SUPERVISORS' MEETING AGENDA

Administrative Matters

- Roll Call to Confirm Quorum
- Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board]*
- 1. **Consideration of the Minutes of the August 21, 2019 Board of Supervisors Meeting**

Business Matters

2. **Public Hearing on the Adoption of the Amended and Restated Rules of Procedure**
 - Public Comments and Testimony
 - Board Comments
 - **Consideration of Resolution 2020-01, Adopting the Amended and Restated Rules of Procedure**
3. **Consideration of Agreement between the District and VGlobalTech for Website Auditing Services**
4. **Ratification of Lease Agreement between the District and Navitas for Shade Structure**
5. **Ratification of Payment Authorization Nos. 20 – 26**
6. **Review of Monthly Financials**

Other Business

Staff Reports

District Counsel

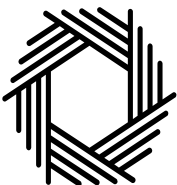
District Engineer

District Manager

- Field Management Update – Dog gate, security cameras, fan in electrical room, etc.

Supervisor Requests and Audience Comments

Adjournment



pfm

**Davenport Road South
Community Development District**

Minutes

MINUTES OF MEETING

DAVENPORT ROAD SOUTH COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS' MEETING

Wednesday August 21, 2019 at 9:51 a.m.

Offices of Cassidy Homes,

346 East Central Avenue,

Winter Haven, Florida 33880

Board Members present at roll call:

Rennie Heath	Board Member	(joined @ 9:52 a.m.)
Lauren Schwenk	Board Member	
Andrew Rhinehart	Board Member	
Patrick Marone	Board Member	
Scott Shapiro	Board Member	(via phone)

Also Present:

Jane Gaarlandt	PFM	
Dexter Glasgow	PFM	
Amy Champagne	PFM	(via phone)
Roy Van Wyk	Hopping Green & Sams, P.A.	

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

The meeting was called to order approximately at 9:51 a.m. Those in attendance are outlined above.

SECOND ORDER OF BUSINESS

Public Comment Period

There were no members of the public present.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the
July 24, 2019 Board of Supervisors'
Meeting**

The Board reviewed the Minutes of the July 24, 2019 Board of Supervisors' Meeting.

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, the Board approved the Minutes of the July 24, 2019 Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS

Discussion of Memorandum of Updated Provisions of the District's Rules of Procedure

Mr. Heath joined the meeting in progress at 9:52 a.m.

Mr. Van Wyk explained that District staff reviewed the Rules of Procedure and did an outline of both the major and minor changes. The legislature now requires a Financial Disclosure Coordinator and District staff will develop a resolution and policies on who that will be. Currently, it is the District Manager. District staff will redefine the meeting materials to minimize the materials that the District needs to put onto the website. The District must develop policies for internal controls to prevent fraud, waste, and abuse. There are changes regarding the bidding process. Contract periods will be expanded, and more information regarding denial of qualifications for prequalified Contractors, and the exclusion of security and fire safety information from public record.

Mr. Van Wyk requested that the Board authorize District staff to get advertised for Amended and Restated Rules of Procedure and set the public hearing for a future meeting date.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2019-13, Public Hearing to Adopt Amended and Restated Rules of Procedure

Ms. Gaarlandt suggested October 16, 2019 as the public hearing date.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Board approved Resolution 2019-13, Setting Public Hearing to adopt Amended and Restated Rules of Procedure on October 16, 2019.

SIXTH ORDER OF BUSINESS

Consideration of Proposals for the Installation of Security Cameras

Ms. Patil collected three proposals for the Security Cameras. The first proposal from ADT is slightly under \$2,000.00 for 8 cameras. The second proposal from SWS Protection is approximately \$4,500.00 for 8 cameras. The third proposal is a little over \$10,000.00 for 8 cameras.

A discussion regarding the three proposals ensued. Ms. Gaarlandt asked Ms. Champagne how much the District has in the 2020 budget for Security, Janitorial services and maintenance staff.

Ms. Champagne responded that there is \$7,500.00 for Security, \$15,000.00 for Janitorial Services and nothing for maintenance staff.

On MOTION by Mr. Heath, seconded by Mr. Marone, with all in favor, the Board approved the Proposal from SWS Protection in the amount of \$4,500.00 for the Installation of Security Cameras.

SEVENTH ORDER OF BUSINESS

Consideration of Proposals for Installation of Fan/Vent in Electrical Room

Mr. Glasgow stated that there is no ventilation in the electrical room and more equipment will be put in the electrical room for the cameras. He asked SWS Protection for recommendations. They recommended a portable AC unit with a dehumidifier that would vent into the crawl space and cool and dehumidify the room. The other option is to put a vent in the door itself. It is no as affective but it is less expensive. Henkleman provided a proposal in the amount of \$1,214.00 for the door vent and an option of \$7,500-\$8500.00 for an air conditioning system. The proposal from SWS Protection with the portable system is \$589.00.

Mr. Glasgow will reach out to the A & R Contracting & Cleaning LLC for a less expensive suggestion.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the Board approved the Proposals for Installation of Fan/Vent in Electrical Room in a not to exceed amount of \$2,000.00 authorizing the Chair to sign off on the final proposal.

EIGHTH ORDER OF BUSINESS

Consideration of Proposals of Shade Structures on Pool Deck

Ms. Patil explained that the District was provided two different options for the pool deck. The first option is for two hanging cantilever shades. The second option is for one triangular sun sail in two different areas of the pool. The price is comparable. Ms. Patil is looking to add this to the lease agreement.

A discussion took place regarding the contingency line items in the budget and carry over. Mr. Heath suggested doing one of the cantilevers this year and the other next year.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Board approved the Proposal from Pro Playgrounds for Shade Structures on Pool Deck choosing one cantilever this year and the second cantilever next year.

NINTH ORDER OF BUSINESS

**Ratification of Payment Authorization
Nos. 16 - 19**

The Board reviewed payment authorizations numbers 16 - 19.

On MOTION by Mr. Marone, seconded by Ms. Schwenk, with all in favor, the Board ratified Payment Authorization Nos. 16 – 19.

TENTH ORDER OF BUSINESS

Review of Monthly Financials

The Board reviewed the monthly financials. There was no action required by the Board.

ELEVENTH ORDER OF BUSINESS

Staff Reports

District Counsel – No Report

District Engineer – Not Present

District Manager – Mr. Glasgow must reach out to a builder on site. On their model home there is a leak and it washed out the soil under their parking lot. He brought it to their attention and they fixed the irrigation leak but have not filled it and if they don't it will undermine their parking lot and it is not problem for the District. It is up to the builder to make that repair.

TWELFTH ORDER OF BUSINESS

**Supervisor Requests and Audience
Comments**

There were no Supervisor requests or audience comments.

THIRTEENTH ORDER OF BUSINESS

Adjournment

There were no other questions or comments. Ms. Gaarlandt requested a motion to adjourn.

ON MOTION by Mr. Marone, seconded by Mr. Rhinehart, with all in favor, the August 21, 2019 Board of Supervisors' Meeting for the Davenport Road South Community Development District was adjourned.

Secretary / Assistant Secretary

Chairman / Vice Chairman

**Davenport Road South
Community Development District**

Resolution 2020-01

RESOLUTION 2020-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DAVENPORT ROAD SOUTH COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED AND RESTATED RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Davenport Road South 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 the City of Davenport, Florida; and

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

WHEREAS, the District has previously adopted Rules of Procedure to govern the administration of the District; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Amended and Restated Rules of Procedure attached hereto as **Exhibit A** for immediate use and application; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE DAVENPORT ROAD SOUTH COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The attached Amended and Restated Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Amended and Restated Rules of Procedure replace all prior versions of the Rules of Procedure, and shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, *Florida Statutes*.

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

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

PASSED AND ADOPTED this 16th day of October, 2019.

ATTEST:

**DAVENPORT ROAD SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairperson, Board of Supervisors

Exhibit A: Amended and Restated Rules of Procedure

EXHIBIT A:
AMENDED AND RESTATED RULES OF PROCEDURE

**AMENDED AND RESTATED
RULES OF PROCEDURE
DAVENPORT ROAD SOUTH COMMUNITY DEVELOPMENT DISTRICT**

EFFECTIVE AS OF OCTOBER 16, 2019

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Rule 1.0 General.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (407) 723-5900. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”

- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.

- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

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

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

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

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

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

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

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

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

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

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

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

Rule 2.0 Rulemaking Proceedings.

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

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

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

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

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

(11) Petitions to Challenge Existing Rules.

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

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

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

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

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

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

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

Rule 3.0 Competitive Purchase.

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

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

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

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

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

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

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

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

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

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

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

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

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

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

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

(4) Competitive Selection.

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

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (5) Competitive Negotiation.
- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
 - (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
 - (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
 - (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

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

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

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

Rule 3.2 Procedure Regarding Auditor Selection.

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

(1) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

Rule 3.3 Purchase of Insurance.

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

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

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

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

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

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

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

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

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

(3) Suspension, Revocation, or Denial of Qualification

- (a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:
- i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
 - ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
 - iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
 - iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
 - v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
 - vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.

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

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

Examples of factors affecting the seriousness of a deficiency are:

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

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

Rule 3.5 Construction Contracts, Not Design-Build.

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

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

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

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

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

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

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

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

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

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

Rule 3.6 Construction Contracts, Design-Build.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rule 3.7 Payment and Performance Bonds.

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

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

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

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

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

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

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

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

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

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

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

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

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

Rule 3.9 Maintenance Services.

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

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

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

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

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

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

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.
Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

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

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

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

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

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

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

(1) Filing.

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

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

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

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

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

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

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

Rule 4.0 Effective Date.

These Rules shall be effective October 16, 2019, 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.

**Davenport Road South
Community Development District**

**Proposal between the District and VGlobalTech
for Website Auditing Services**

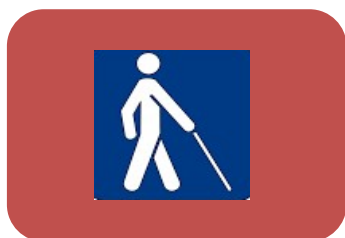


BBB Rating: A+

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

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



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



WCAG (Web Content Accessibility Guidelines)



Section 508 Stipulations



Florida Insurance Alliance / eGIS Risk Advisors Guidelines

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

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

Version Log:

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

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



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

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

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1.0 The Law

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

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

2.0 ADA & WCAG Compliance

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

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

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

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

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

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

3.0 Quarterly Technical & Human Audit Testing

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

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



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

3.1 Digital Asset Technical Compliance Seal:



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

3.2 Human Audit Seal:



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

4.0 Compliance Process Flow:



A Partnership with a Social Cause to Ensure:

- ✓ ADA COMPLIANCE
- ✓ WCAG COMPLIANCE
- ✓ SECTION 508 STIPULATIONS
- ✓ FIA / eGIS / OTHER INSURANCE & RISK ADVISERS' COMPLIANCE
- ✓ TECHNICAL COMPLIANCE SEAL
- ✓ HUMAN AUDIT COMPLIANCE SEAL
- ✓ QUARTERLY AUDITS
- ✓ REMEDIATION
- ✓ PEACE OF MIND

Option 1 (recommended):

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

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

Option 2:

Quarterly Technical Audit Only*: **\$900 / Four Audits**

- ✓ Covers only technical aspects of elements, html, css, contrast etc as per WCAG
- ✓ Technical Audit Compliance seal renewed after every audit
- ✓ Does not cover human audit (additional considerations that are subjective to the person, assistive technology used etc)

Option 3:

Quarterly Human Audit Only**: **\$800 / Four Audits**

- ✓ Covers only human audit (considerations that are subjective to the person, assistive technology used etc conducted in a lab like environment)
- ✓ Human Audit Compliance seal renewed after every audit

This proposal includes following points, stipulations terms and conditions:

*(1) conference call or in person meetings per month with client to review metrics, results and monthly recaps **unless otherwise noted*

* email and phone communication

*Anything out of the scope of work in the above proposal will be addressed and client will be immediately notified. After notification of additional work, a subsequent quote will be provided to cover that work.

*Client is responsible to adhering to timelines as far as information required to complete the task is concerned. If timelines are not adhered to and exceed 15 business days past the current marketing months, last day, all work will end. A new month with new allocated costs will be presented for future work to commence. No refunds and owed work will be due unless otherwise agreed upon. **An Invoice will be provided once signature approval of this project proposal. Payments will be made to VGLOBALTECH**

*Client is responsible for verifying quality of work, providing feedback, verifying that compliance has been met as required. VGlobalTech team shall not be responsible for any legal ramifications arising from work not done as per external agencies / organizations / associations needs if proper feedback is not provided by the customer. VGlobalTech's work will be in best faith but cannot guarantee all compliance / legal needs since we are not the final authority in the ADA or WCAG compliance area. VGlobalTech shall not be liable for any legal ramifications arising from compliance issues and cannot be held responsible for any legal or other lawsuits.

Refund Policy: The client may halt work and request for a refund within seven days of the date of signing this services agreement by mailing a signed letter to the main address listed on www.VGlobalTech.com website. If client requests a refund within seven days of the date of signing their agreement they shall be liable to pay for all work completed and will be refunded the remaining balance of the initial payment if billable work has not exceeded a charge that would be greater than client's initial payment. If client requests a refund after the seven days from the date of the signing of the agreement client is liable to pay for all work completed plus an additional 25% of any remaining balance that may still be due. Once line item projects are complete no refunds will be issued. Confidentiality: All information between client and service provider inclusive of technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure and will be treated as such and with absolute confidentiality and will not be shared or used, which will be maintained at all times. The client is not allowed to disclose their price with any third parties. Doing so is in breach of this agreement. All information development will be shared and proprietary information and property between client and service providers.

6.0 Proposal Acceptance:

To accept these project, associated costs and conditions as listed above please sign and date below.

The VGlobalTech proposed solution and terms have been accepted by the customer and the VGlobalTech team can proceed with the project. All payments shall be made according to this agreement.

Please Sign and Date, Return to contact@vglobaltech.com:

For Customer

Date

VB Joshi

For VGlobalTech

Date

7.0 References:

ADA Best Practices Tool Kit for State and Local Governments:

<https://www.ada.gov/pcatoolkit/chap5toolkit.htm>

U.S. Department of Justice, Civil Rights Division, Disability Rights Section

<https://www.ada.gov/websites2.htm>

Web design Standards: <https://www.w3schools.com/>

Web Content Accessibility Guidelines (WCAG) <https://www.w3.org/TR/WCAG21/>

VGlobalTech Web Content Accessibility Implementation and Checkpoints:

<http://vglobaltech.com/website-compliance/>



BBB Rating: A+

[Click for Profile](#)

Contact Information:

Website: <https://vglobaltech.com>

Email: contact@VGlobalTech.com

Call: 321-947-7777

**Davenport Road South
Community Development District**

**Agreement between the District and VGlobalTech
for Website Auditing Services**

**AGREEMENT BETWEEN THE DAVENPORT ROAD SOUTH COMMUNITY
DEVELOPMENT DISTRICT AND NEWAGETUTORS LLC, D/B/A
VGLOBALTECH, FOR WEBSITE MAINTENANCE SERVICES**

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

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4. TERM AND TERMINATION.

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

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

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

Section 6. INTELLECTUAL PROPERTY.

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

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

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

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

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

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

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

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

Section 8. INDEMNITY.

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

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

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

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

Section 10. GENERAL PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

If to District: Davenport Road South Community Development District
12051 Corporate Boulevard.
Orlando, Florida 32817
Attn: District Manager

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

Tallahassee, Florida 32301
Attn: District Counsel

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

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

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

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

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

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

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

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

Agreement, any waiver of default, or any course of dealing hereunder, shall not affect such party's right to thereafter enforce such provision or to exercise any right or remedy in the event of any other default or breach, whether or not similar.

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

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

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

[Signatures on next page]

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

ATTEST:

**DAVENPORT ROAD SOUTH
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary

Chairperson, Board of Supervisors

WITNESS:

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

Print Name:

By: Vaibhav V. Joshi, Owner

Exhibit A: Proposal for Services

Exhibit A

Proposal for Service



BBB Rating: A+
Click for Profile

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

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



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



WCAG (Web Content Accessibility Guidelines)



Section 508 Stipulations



Florida Insurance Alliance / eGIS Risk Advisors Guidelines

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

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

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Page 1 of 11

Your strategic partner for Web Design, Software, Marketing, and SEO solutions.
Call: 321-947-7777 | Email: contact@VGlobalTech.com

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Version Log:

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

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



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

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

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1.0 The Law

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

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

2.0 ADA & WCAG Compliance

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

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

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

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

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

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

3.0 Quarterly Technical & Human Audit Testing

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

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



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

3.1 Digital Asset Technical Compliance Seal:



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

3.2 Human Audit Seal:



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

4.0 Compliance Process Flow:



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Option 1 (recommended):

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

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

**Davenport Road South
Community Development District**

**Lease Agreement between the District and
Navitas for Shade Structure**

40618200

EQUIPMENT FINANCE AGREEMENT



DAVENPORT ROAD SOUTH COMMUNITY
BORROWER: DEVELOPMENT DISTRICT DBA Federal Tax ID# 30-0963309
Address: 12051 CORPORATE BLVD City ORLANDO State FL Zip 32817 Phone (407) 382-3256

SECURED PARTY LENDER: NAVITAS CREDIT CORP. VENDOR: INC AGREEMENT # 40618200
LEGACY CONSTRUCTION SERVICES GROUP

Table with 3 columns: Equipment Description / Quantity / Serial # / VIN#, Term in Months, Monthly Payments, First Payment, Last Payment, Security Deposit, Other, Amount Financed, INITIAL AMOUNT DUE.

TERMS AND CONDITIONS (PAGE 1 OF 2) - PLEASE READ CAREFULLY BEFORE SIGNING

- 1. AGREEMENT: You want to acquire the above equipment ("Equipment") from a vendor selected by you ("Vendor") and have requested that we finance the purchase price for you.
2. TERM: This Agreement shall become effective and shall commence only after you direct us to make disbursements to your Vendor, we approve your Vendor's invoice, we sign this Agreement and we make the initial disbursement or any later date that we designate ("Commencement Date").
3. EQUIPMENT: You agree that you are the owner of and have title to the Equipment, excluding any software.
4. NO WARRANTIES; NO AGENCY; WE ARE FINANCING THE EQUIPMENT FOR YOU "AS IS". WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ORDINARY USE IN CONNECTION WITH THIS AGREEMENT.
5. SALE/ASSIGNMENT: YOU MAY NOT SELL, TRANSFER, ASSIGN OR LEASE THE EQUIPMENT OR YOUR OBLIGATIONS UNDER THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN APPROVAL.
6. SECURITY DEPOSIT: As security for the performance of all your obligations hereunder, you have deposited with us the amount set forth in the section shown as "Security Deposit".
7. CARE, USE AND LOCATION; LOSS: You are responsible for installing and keeping the Equipment in good working order and repair.

TERMS AND CONDITIONS (PAGE 1 OF 2) - PLEASE READ CAREFULLY BEFORE SIGNING

By signing this Agreement you acknowledge that you have read and understand the terms and conditions on each page of this Agreement, and you warrant that the person signing this Agreement on your behalf has the authority to do so and to grant the power of attorney set forth in Section 13 of this Agreement.

I AM AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF BORROWER:

ACCEPTED BY SECURED PARTY: NAVITAS CREDIT CORP., at Columbia, South Carolina

Signature: JANE GAARLANDT Date Signed: 9/24/19
Print Name & Title: JANE GAARLANDT DIST MGR

Signature: [Signature] Date Accepted: 9/30/19
Print Name & Title: CUSTOMER SERVICE REPRESENTATIVE

UNCONDITIONAL GUARANTY:

For the purposes of this Guaranty, "you" and "your" refer to the person making the guaranty. "We", "us" and "our" refer to the Secured Party, our successors or assigns. You acknowledge that you have read and understood the Agreement and this Guaranty and that this is an irrevocable, joint, several and continuing guaranty. You agree that you have an interest in the Borrower's business, economic or otherwise, and that we would not enter into this Agreement without this Guaranty. You unconditionally guaranty that the Borrower will fully and promptly pay all its obligations under the Agreement and any future Agreements with us when they are due and will perform all its other obligations under the Agreement even if we modify or renew the Agreement, or if any payments made by the Borrower are rescinded or returned upon the insolvency, bankruptcy or reorganization of the Borrower, as if the payment had not been made. We do not have to notify you if the Borrower is in default under the Agreement. If the Borrower defaults, you will immediately pay and perform all obligations due under the Agreement. You agree that you will not be released or discharged if we (i) fail to perfect a security interest in the Equipment or any other property which secures the obligations of Borrower or you to us ("Collateral") (ii) fail to protect the Collateral, or (iii) abandon or release the Collateral or any obligor under the Agreement or this Guaranty. You agree that we do not have to proceed first against the Borrower or any Collateral. You hereby waive any right of exoneration, notice of acceptance of this Guaranty and of all other notices or demands of any kind in which you may be entitled to except for demand for payment. You will reimburse all expenses we incur in enforcing our rights against Borrower or you, including, without limitation, attorney's fees and costs. We may obtain information from and report to credit reporting agencies to enter into the Agreement or to enforce this Guaranty. You consent to personal jurisdiction, forum, choice of law and jury trial and transfer of venue waiver as stated in section 17. YOU AND WE EACH WAIVE TRIAL BY JURY IN ANY ACTION RELATING TO THE AGREEMENT OR THIS GUARANTY. This Guaranty may be executed by facsimile, electronic or original signature and such a copy shall be treated as an original for all purposes.

X: _____ Date Signed: _____
(Print Name)

X: _____ Date Signed: _____
(Print Name)

40618200

TERMS AND CONDITIONS (PAGE 2 OF 2) - PLEASE READ CAREFULLY BEFORE SIGNING

one week of such event to: (i) repair or replace the Equipment or (ii) pay to us the unpaid balance of the remaining Payments hereunder discounted to present value at the rate of three percent (3%) (or such greater amount that may be required by law) plus any other amounts due or to become due hereunder. UNDER NO CIRCUMSTANCES ARE WE RESPONSIBLE FOR SERVICE OR MAINTENANCE ON THE EQUIPMENT.

8. **TAXES:** You will pay when due to your appropriate taxing authority, all taxes, fines and penalties relating to this Agreement or the Equipment, and any applicable registration or titling fees or other governmental charges, that are now or in the future assessed or levied by any government authority or required for the lawful possession and use of the Equipment. Sales taxes due upon the purchase of the Equipment and any other such governmental charges, if included in the purchase price, may be financed hereunder.

9. **INDEMNITY:** We are not responsible for any injuries or losses to you or any other person or property caused by the installation, operation, maintenance, ownership, possession or use of the Equipment. You agree to reimburse us for, hold us harmless from, and defend us against any claims made against us, and for losses or injuries suffered by us, including, without limitation, those arising out of the negligence, tort, or strict liability claims. This indemnity shall continue even after the Term has expired.

10. **INSURANCE:** You agree to maintain comprehensive liability insurance acceptable to us. You also agree to maintain insurance against the loss of or damage to the Equipment for an amount not less than the replacement cost and name us and our assigns as loss payee. If you fail to timely provide such proof to us, we may, but are not obligated to, obtain property loss insurance to protect our interests in the Equipment. If we secure insurance in the form and amounts we deem reasonable (i) you will reimburse the premium, which may be higher than a premium that you might pay if you obtained the insurance, (ii) the premium may include a profit to us and/or one of our affiliates through an investment in reinsurance or otherwise, and (iii) we will not name you as an insured party and your interests may not be fully protected. Any insurance proceeds received for the Equipment will be applied, at our option, to repair or replace the Equipment, or to the remaining payments due or that become due hereunder, discounted at three percent (3%) (or such greater amount that may be required by law).

11. **DEFAULT:** You will be in default if: (i) you do not pay any amount when due; (ii) you break any of your promises or representations hereunder or under any other agreement with us; (iii) you become insolvent, commence dissolution proceedings, assign your assets for the benefit of your creditors, or a trustee is appointed to take control of your assets; (iv) you or any guarantor enters (voluntarily or involuntarily) into a bankruptcy or other insolvency-related proceeding; (v) you default on any obligations to any of your other creditors; (vi) you have made any untrue or misleading representations to us; (vii) any guarantor dies; or (viii) you change your name, state of organization, chief executive office and/or place of residence without providing us with 30 days prior written notice of such change.

12. **REMEDIES:** In the event of a default by you, we can: (i) cancel this Agreement; (ii) declare you in default under any other agreement you have with us, and exercise any or all remedies provided to us thereunder; (iii) disable the Equipment or require that you ship the Equipment to us at your expense; (iv) accelerate and demand that you pay all the remaining Payments due under this Agreement discounted to present value at three percent (3%) (or such greater amount that may be required by law) together with any other amounts due hereunder; and/or (v) pursue any of the remedies available to us under the UCC or any other law, including repossession of the Equipment or other Collateral. Interest shall accrue on all amounts due us from the date of default until paid at the rate of the lesser of (i) one and one-half percent (1.5%) per month and (ii) the maximum rate permitted by law ("Remedy Interest Rate"). You agree to reimburse us for all charges, costs, expenses and attorney's fees that we have to pay to enforce this Agreement. If you return the Equipment pursuant to clause "(iii)" above or we take possession of the Equipment, you agree to pay the cost of repossession, storing, shipping, repairing and selling or leasing the Equipment. You agree that we do not have to notify you that we are selling or leasing the Equipment except as otherwise required by law. You also agree that we are entitled to abandon the Equipment if we believe it to be in our best interest.

13. **BORROWER REPRESENTATIONS AND OTHER AUTHORIZATIONS:** You hereby represent, warrant and promise to us that: (i) you have had an adequate opportunity to study this Agreement and consult your legal and other advisors before signing, and this Agreement is enforceable against you in accordance with its terms; (ii) you are not subject to any bankruptcy proceeding, and (iii) if this document was sent by you to us electronically, it has not been altered in any way and any alteration or revision to any part of this or any attached documents will make all such alterations or revisions non-binding and void. You hereby authorize us, and appoint us or our designee as your attorney-in-fact, to endorse insurance proceeds and to execute and file financing statements (naming you as "Debtor") and documents of title and registration (if applicable) on the Equipment or Collateral, and you agree to reimburse us for our out-of-pocket costs relating thereto.

14. **FEES AND CHARGES:** If any part of any Payment is not made by you when due, you agree to pay us fifteen percent (15%) of each past due amount (or the maximum amount permitted by law, if less than 15%). You agree to pay an administrative fee of fifty dollars (\$50.00) if any check or ACH is dishonored or returned. AS A MATERIAL INDUCEMENT TO US TO ENTER INTO THIS AGREEMENT AND FINANCE YOUR EQUIPMENT, YOU AGREE THAT IF ANY PAYMENT, CHARGE OR FEE BILLED OR COLLECTED BY US IS FOUND TO EXCEED THE MAXIMUM AMOUNT ALLOWED BY LAW, THEN (i) WE MAY MODIFY ANY SUCH EXCESSIVE AMOUNT BILLED SO AS TO MAKE IT NOT EXCESSIVE, (ii) WE MAY REFUND TO YOU THE EXCESSIVE AMOUNT, TOGETHER WITH INTEREST AT THE "REMEDY INTEREST RATE" (AS DEFINED IN SECTION 12), AND (iii) THE FOREGOING SHALL BE YOUR EXCLUSIVE REMEDY FOR THE BILLING OR COLLECTING OF THE EXCESSIVE AMOUNTS AND YOU WILL NOT RAISE ANY OTHER CLAIM, COMPLAINT OR OBJECTION WITH RESPECT THERETO.

15. **ENTIRE AGREEMENT; CHANGES:** This Agreement contains the entire agreement between you and us relating to the financing of the Equipment, and it may not be terminated or otherwise changed except in writing by both of us. A limiting endorsement on a check or other form of payment will not be effective to modify your obligations or any of the other terms of this Agreement, and we may apply any payment received without being bound by such limiting endorsements.

16. **COMPLIANCE; NOTICES:** In the event you fail to comply with any terms of this Agreement, we can, but we do not have to, take any action necessary to effect your compliance upon ten (10) days prior written notice to you. If we are required to pay any amount to obtain your compliance, the amount we pay plus all of our expense in causing your compliance, shall become additional obligations and shall be paid by you together with the next due payment. This Agreement is for the benefit of and is binding upon you, your personal representatives, successors and assigns. Any notice required by this Agreement or the UCC shall be deemed to be delivered when a record properly directed to the intended recipient has been (i) deposited with the US Postal Service, (ii) transmitted by facsimile or through the Internet, provided there is reasonably sufficient proof that it was received by the intended recipient; or (iii) has been personally delivered.

17. **CHOICE OF LAW; JURISDICTION:** THIS AGREEMENT SHALL NOT BE BINDING UNTIL IT IS ACCEPTED BY US IN WRITING, AND YOU HEREBY STIPULATE THAT OUR ACCEPTANCE AND SIGNING OF THIS AGREEMENT IN SOUTH CAROLINA FOLLOWING YOUR SIGNATURE MEANS THAT THIS AGREEMENT WAS MADE IN SOUTH CAROLINA. YOU HEREBY ACKNOWLEDGE THAT OUR ACCOUNT SERVICING OPERATIONS (INCLUDING THOSE SERVICING YOUR ACCOUNT) ARE LOCATED IN SOUTH CAROLINA. YOU HEREBY AGREE THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF SOUTH CAROLINA, BUT WITHOUT GIVING EFFECT TO THE LAWS OF SOUTH CAROLINA GOVERNING CHOICE OF LAW. YOU CONSENT TO THE JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED IN THE STATE OF SOUTH CAROLINA FOR THE COUNTY OF LEXINGTON, AND AGREE THAT ANY ACTIONS OR PROCEEDINGS INITIATED BY YOU ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT (WHETHER SOUNDING IN BREACH OF CONTRACT, TORT OR OTHERWISE) SHALL BE BROUGHT ONLY IN SUCH COUNTY IN SOUTH CAROLINA; PROVIDED HOWEVER, WE MAY BRING ACTION AGAINST YOU IN ANY STATE OR FEDERAL COURTS OUTSIDE SOUTH CAROLINA WE CHOOSE IN OUR SOLE DISCRETION, PROVIDED ONLY THAT SUCH COURT HAS PROPER JURISDICTION. IN THE EVENT THIS AGREEMENT IS ASSIGNED BY US, YOU CONSENT TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS OF THE ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS. YOU UNDERSTAND THAT YOUR AGREEMENT TO SOUTH CAROLINA LAW AND YOUR SUBMISSION TO PERSONAL JURISDICTION IN SOUTH CAROLINA DIRECTLY BENEFITS US AND IS A MATERIAL INDUCEMENT TO OUR ENTERING INTO THIS AGREEMENT AND FINANCING YOUR EQUIPMENT. YOU AND WE EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING, WHETHER BROUGHT IN CONTRACT OR TORT, OR AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT.

18. **MISCELLANEOUS:** No delay or failure by us to enforce our rights under this Agreement shall prevent us from enforcing any rights at a later time. If any part of this Agreement is determined to be unenforceable, all other parts will remain in full force and effect. Any Equipment discounts we may negotiate with Vendor accrue solely to our benefit. The original of this Agreement shall be that copy which bears your electronic, facsimile or original signature, and our electronic or original signature.

PAY PROCEEDS DIRECTION TO FINANCE AGREEMENT

You hereby irrevocably instruct us to pay the Vendor(s) listed below for the Equipment listed on Vendor(s) proposals approved by us. You hereby acknowledge that the Equipment has been delivered and is acceptable in all respects OR the Equipment has NOT been delivered but you hereby authorize us to make payment to the Vendor(s) in order to initiate delivery. Disbursement by us in accordance with the foregoing instructions shall constitute payment and delivery to and receipt by you of any and all such proceeds.

X  Print Name & Title: JANE GAARLANDT DIST MGR Date Signed: 9/27/19

I hereby authorize, in my absence, Telephone # 401-723-5900 to verify my direction to disburse funds.

Vendor: LEGACY CONSTRUCTION SERVICES GROUP INC Vendor: Vendor:

40618200



A UNITED COMMUNITY BANK COMPANY



EQUIPMENT SCHEDULE "A"

Lessee/Borrower/Rentee: DAVENPORT ROAD SOUTH COMMUNITY DEVELOPMENT DISTRICT Agreement #.40618200

This Equipment Schedule "A" is to be attached to and become part of the Agreement referenced above by and between the undersigned and Navitas Credit Corp., Lessor/Secured Party/Rentor.

Equipment:

CSSD	<p>***HANGING CANTILEVER PRODUCTS*** Rectangle Hanging Cantilever Shade: 36' Length x 18' Width x 8' Entry Height. (2) Columns on Base Plates + 6" surfacing at 12"x12". Beams at 10"x6". Rafters at Ø5.0" 11-Ga With Glide Elbows.</p>	1
------	--	---

This Equipment Schedule "A" is hereby verified as correct by the undersigned Lessee/Borrower/Rentee, who acknowledges receipt of a copy. This document may be executed by facsimile, electronic or original signature and such a copy shall be treated as an original for all purposes.

Lessee/Borrower/Rentee: DAVENPORT ROAD SOUTH COMMUNITY DEVELOPMENT DISTRICT

Signature: X *[Handwritten Signature]*
 Title: X DIST MGR
 Date: X 9/27/19

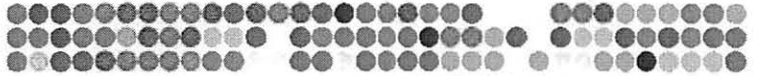
info@navitascredit.com

www.navitascredit.com

40618200



A UNITED COMMUNITY BANK COMPANY



Progress Payment Agreement

Lessee/Borrower/Rentee: DAVENPORT ROAD SOUTH COMMUNITY DEVELOPMENT DISTRICT Agreement #: 40618200

In reference to the Agreement # 40618200, between Lessee/Borrower/Rentee and Navitas Credit Corp. as Lessor/Secured Party/Rentor:

You negotiated with your supplier, LEGACY CONSTRUCTION SERVICES GROUP INC ("Supplier"), to acquire the equipment described in the Agreement (the "Agreement"). Your Supplier requires the payment of all or a substantial portion of the total cost of the equipment (the "Equipment Advance") to be paid to Supplier prior to your receipt and acceptance of the equipment. At your request, we will advance the Equipment Advance to Supplier prior to your receipt and acceptance of the equipment when we receive an invoice acceptable to us, but only on the condition that you agree to the following terms:

To induce us to make the Equipment Advance to Supplier prior to your receipt and acceptance of the equipment, **YOU AGREE THAT YOUR OBLIGATIONS (INCLUDING YOUR PAYMENT OBLIGATIONS) UNDER THE AGREEMENT HEREBY IMMEDIATELY COMMENCE. YOU FURTHER AGREE THAT THE AGREEMENT IS NON-CANCELABLE AND THAT YOU WILL TIMELY PERFORM ALL OF YOUR OBLIGATIONS UNDER THE AGREEMENT, INCLUDING MAKING THE MONTHLY PAYMENTS, WITHOUT ANY CLAIM OF SET-OFF, EVEN IF: (a) SOME OR ALL OF THE EQUIPMENT IS NOT DELIVERED AND/OR INSTALLED; (b) THE EQUIPMENT IS UNTIMELY DELIVERED AND/OR UNTIMELY INSTALLED; AND/OR (c) THE EQUIPMENT DOES NOT, AT THE TIME OF DELIVERY OR THEREAFTER, OPERATE PROPERLY OR THERE IS ANY OTHER NONCONFORMANCE IN THE EQUIPMENT OR IN ANY SERVICE.**

You acknowledge that you understand and agree that in the event you are not satisfied with the delivery or installation of the equipment that you shall only look to persons other than Lessor/Secured Party/Rentor such as the manufacturer, installer, or Supplier and shall not assert against Lessor/Secured Party/Rentor any claim or defense you may have with reference to the equipment, its delivery or non-delivery, or its installation. Upon your signing below, you authorize and direct us to pay the Equipment Advance to your Supplier and your promises under the Agreement will be irrevocable and unconditional in all respects and payments shall begin immediately and shall be due continuously hereafter.

A facsimile, electronic, or original copy of your signature on this Agreement bearing our original or electronic authorized signature will be treated as an original.

NAVITAS CREDIT CORP.
Lessor/Secured Party/Rentor

By Jamie Gleaton

JAMIE GLEATON
CUSTOMER SERVICE REPRESENTATIVE

Title

Date 9/30/19

DAVENPORT ROAD SOUTH COMMUNITY DEVELOPMENT DISTRICT
Lessee/Borrower/Rentee

By Jane Garlandt

JANE GAARLANDT

DIST MGR

Title

Date 9/24/19

**Davenport Road South
Community Development District**


Payment Authorization Nos. 20 – 26

**DAVENPORT ROAD SOUTH
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization FY 19 #20
8/19/2019

Item No.	Payee	Invoice Number	General Fund FY19
1	City of Davenport Pool Water 7/8-8/5/19	-	\$ 53.63
2	Complete Pool Care September 2019 Pool Service	13207	\$ 1,525.00
3	Duke Energy 57014 95486 Ludisia Loop Street Lite 66995 79547 940 Orchid Grove Blvd	8.2019 8.2019	\$ 142.40 \$ 1,072.00
4	Fishkind & Associates, Inc. July 2019 Conference Calls	24566	\$ 7.37
5	FUQUA August 2019 Clubhouse Cleaning	7865	\$ 1,105.00
6	Orkin August 2019 Pest Control	191111975	\$ 100.15
TOTAL			\$4,005.55

Secretary / Assistant Secretary


Chairperson



City Of Davenport
 1 South Allapaha Ave.
 Davenport, Fl. 33837

ADDRESS SERVICE REQUESTED

For Billing Inquiries, please call:
 (863) 419-3300
 utilityservices@mydavenport.org
 Office Hours: Monday-Friday 8:00 ~ 5:00
 After Hours (863) 419-3388
 Superintendent: pgill@mydavenport.org

ACCOUNT #	LOCATION #	PAY ID
9058	19003	6ZKA
BILL DATE	DUE DATE	TOTAL DUE
08/09/19	09/01/19	53.63

AUTOALL FOR AADC 326 10 AADC 114353AAD7-A-1
 2528 1 AB 0.407



ORCHID GROVE LLC
 12051 CORPORATE BLVD ATTN ACCOUNTS PAYABLE
 ORLANDO FL 32817-1450

ACCOUNT #	SERVICE ADDRESS	BILLING PERIOD	BILL DATE	DUE DATE	TOTAL DUE			
9056	940 Orchid Blvd	07/05/19 to 08/04/19	08/09/19	09/01/19	53.63			
PREVIOUS DATE	READ	CURRENT DATE	READ	METER NUMBER	CONSUMPTION (100 gal)	YR. AGO	DESCRIPTION	CHARGE
07/08/19	5514	08/05/19	5514	1548689338	0		WATER SERVICE - 1 1/2"	48.75
							TAXES	4.88
							CURRENT CHARGES	53.63
							TOTAL AMOUNT DUE	\$ 53.63

SPECIAL MESSAGES

LABOR DAY WEEK- TRASH WILL BE PICKED UP ON THURSDAY SEPT 5TH.

COMMISSION MEETINGS: THURSDAY SEPT 5TH AND THURSDAY SEPT 19TH 7PM
 STORMWATER ASSESSMENT MEETING: AUG 19TH AND SEPT 5TH 7PM

BAY STREET CLASSIC CAR SHOW: AUGUST 31st TIMES: 9AM-3PM
 FARMERS MARKET: AUGUST 17TH 9AM-3PM

***NOTICE !!!!! ALL BILLS ARE DUE ON THE 1ST AND SUBJECT TO DISCONNECTION AFTER THE 10TH OF THE MONTH.

00-053-9000-30-01

ayment
Coupon

**PLEASE RETURN THIS PORTION WITH YOUR PAYMENT
 MAKE YOUR CHECKS PAYABLE TO: CITY OF DAVENPORT**

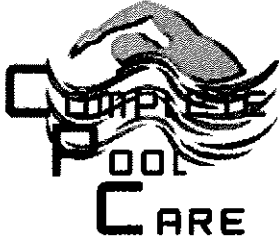
ACCOUNT #	LOCATION #	PAY ID
9056	19003	6ZKA
BILL DATE	DUE DATE	TOTAL DUE
08/09/19	09/01/19	53.63

AMOUNT ENCLOSED

REMIT PAYMENT TO:

ORCHID GROVE LLC
 12051 CORPORATE BLVD ATTN ACCOUNTS PAYABLE
 ORLANDO FL 32817-1450

CITY OF DAVENPORT
 1 SOUTH ALLAPAHA AVE
 DAVENPORT FL 33837-4161



Complete Pool Care
PO Box 2196
Winter Haven, Fl 33883
completepool05@aol.com
863-287-5015

Invoice

Date: 08/16/2019
Invoice No.: 13207
Due Date: 09/15/2019

Bill To:
Davenport Rd. South CDD
Orchid Grove

Qty	Item	Description	Unit Price	Total
1		Pool Service for September 2019	\$1,525.00	\$1,525.00

001-057-2000-46-01

Total \$1,525.00

Balance Due \$1,525.00

Please contact us for more information about payment options.

Thank you for your business.

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

FISHKIND & ASSOCIATES

Davenport Road South
c/o Fishkind & Associates, Inc.
12051 Corporate Blvd
Orlando, FL 32817

Invoice

Invoice #:	24566
8/13/2019	

File: Davenport Road South

Davenport Road South

Services:	Amount
Conference Calls <i>001-051-3000-41-01</i>	7.37

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

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

Balance Due \$7.37

RECEIVED AUG 14 2019

invoice

PAGE 9

INVOICE NUMBER 28154004
 INVOICE DATE 07/26/2019
 ACCOUNT NO. 85735742

MODERATOR 84618295 - Jane Gaarlandt

LOCATION

BILLING REF# 1
BILLING REF# 4

BILLING REF# 2

BILLING REF# 3

CONF. NO	COST CENTER	CONF. DATE	CONF. TITLE / NAME / AMI	TIME	SERVICE	ACCESS TYPE	PERSONS	UNITS	RATE	CHARGE	TAX	CALL TOTAL
124777511		07/11/2019	17703789695	10:56AM - 12:24PM	GLOBALMEET@ AUDIO	TOLL FREE	1	88	0.00/MIN	0.00	0.00	
		07/11/2019	8132211516	10:57AM - 11:06AM	GLOBALMEET@ AUDIO	TOLL FREE	1	9	0.00/MIN	0.00	0.00	
CONF. NO	COST CENTER	CONF. DATE	CONF. TITLE / NAME / AMI	TIME	SERVICE	ACCESS TYPE	PERSONS	UNITS	RATE	CHARGE	TAX	CALL TOTAL
		07/11/2019	14074738395	11:02AM - 12:45PM	GLOBALMEET@ AUDIO	TOLL FREE	1	103	0.00/MIN	0.00	0.00	
		07/11/2019	18132441984	11:04AM - 12:24PM	GLOBALMEET@ AUDIO	TOLL FREE	1	80	0.00/MIN	0.00	0.00	
		07/11/2019	2158456540	11:14AM - 12:45PM	GLOBALMEET@ AUDIO	TOLL FREE	1	91	0.00/MIN	0.00	0.00	
		07/11/2019	2158456540	11:15AM - 12:45PM	GLOBALMEET@ AUDIO	TOLL FREE	1	90	0.00/MIN	0.00	0.00	0.00
124777511		07/18/2019	17865266961	10:53AM - 11:32AM	GLOBALMEET@ AUDIO	TOLL FREE	1	39	0.00/MIN	0.00	0.00	
		07/18/2019	2158456540	10:55AM - 2:45PM	GLOBALMEET@ AUDIO	TOLL FREE	1	230	0.00/MIN	0.00	0.00	
		07/18/2019	2158456540	10:56AM - 2:45PM	GLOBALMEET@ AUDIO	TOLL FREE	1	229	0.00/MIN	0.00	0.00	
		07/18/2019	18136217841	10:58AM - 11:32AM	GLOBALMEET@ AUDIO	TOLL FREE	1	34	0.00/MIN	0.00	0.00	
		07/18/2019	2158456540	11:27AM - 11:32AM	GLOBALMEET@ AUDIO	TOLL FREE	1	5	0.00/MIN	0.00	0.00	
		07/18/2019	2158456540	1:55PM - 2:29PM	GLOBALMEET@ AUDIO	TOLL FREE	1	34	0.00/MIN	0.00	0.00	
		07/18/2019	17062246936	1:55PM - 2:45PM	GLOBALMEET@ AUDIO	TOLL FREE	1	50	0.00/MIN	0.00	0.00	
		07/18/2019	2158456540	1:57PM - 2:45PM	GLOBALMEET@ AUDIO	TOLL FREE	1	48	0.00/MIN	0.00	0.00	
		07/18/2019	18132049080	1:57PM - 2:45PM	GLOBALMEET@ AUDIO	TOLL FREE	1	48	0.00/MIN	0.00	0.00	0.00
124777511		07/24/2019	18504252348	8:50AM - 9:16AM	GLOBALMEET@ AUDIO	TOLL FREE	1	26	0.00/MIN	0.00	0.00	0.00
124777511		07/24/2019	18504252348	9:24AM - 10:40AM	GLOBALMEET@ AUDIO	TOLL FREE	1	76	0.00/MIN	0.00	0.00	
		07/24/2019	18633243698	9:33AM - 10:40AM	GLOBALMEET@ AUDIO	TOLL FREE	1	67	0.00/MIN	0.00	0.00	
		07/24/2019	17703789695	9:54AM - 10:40AM	GLOBALMEET@ AUDIO	TOLL FREE	1	46	0.00/MIN	0.00	0.00	
		07/24/2019	18633243698	10:16AM - 10:28AM	GLOBALMEET@ AUDIO	TOLL FREE	1	12	0.00/MIN	0.00	0.00	0.00

*TUNING
DARK*

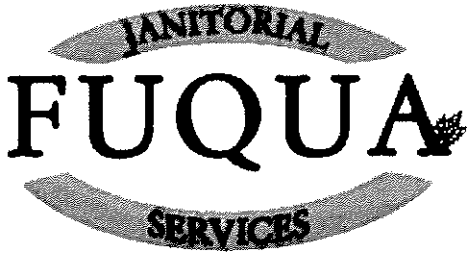
*WIMMIE
EAST*

DALENT

22.1/3

201x.11

7.51



Fuqua Janitorial Services
5962 Murphy Road
Bartow, FL 33830
(863) 651-9348

Invoice

BILL TO
DAVENPORT ROAD SOUTH CDD
12051 CORPORATE BLVD.
ORLANDO, FL 32817

SHIP TO
DAVENPORT ROAD SOUTH CDD
940 ORCHID GROVE BLVD.
DAVENPORT, FL 33837

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
7865	08/15/2019	\$1,105.00	08/14/2019	Net 30	

QTY	DESCRIPTION	NET PRICE	EXT PRICE
13	AUGUST CLUBHOUSE CLEANING	85.00	1,105.00
BALANCE DUE			\$1,105.00

001-051-3000-49-04

Thank you for your business!



PEST CONTROL DOWN TO A SCIENCE™

DAVENPORT ROAD SOUTH CDD
940 ORCHID GROVE BLVD
DAVENPORT, FL 33837
(407) 723-5900 Home

Orkin, 148-WINTER HAVEN, FL
3400 RECKER HWY
WINTER HAVEN, FL 33880 1957
(800) 329-3201
License # 6273

Invoice / Service Ticket # 191111975
Account # 33267192
Balance 0
Current Svc \$93.59
Tax \$6.56
Total Amt Due \$100.15
Amt collected 0
Payment Type

Customer Since: 2019

Bobby Green Rt# 148-02 BOBBY GREEN
License#

001-053-9000-46-33

Date of Service 08/13/2019

Time In 08/13/2019 12:56 PM Time Out 08/13/2019 1 38 PM

PC Standard - Monthly, PC 1st Service

Pesticide Product Labels Are
Available Upon Request

Services Provided

THANK YOU FOR YOUR BUSINESS

General Comments

Placed a protection treatment on the inside and place granules on the outside of pool area

Product Application Details (Consumer post application precautionary statements on back)

Product:	Formulation:	App Rate:	QTY:	Active Ingredient	App Method	App Equip	Target Pest(s)	Location
PHANTOM TERMITICIDE - INSECTICIDE	Liquid	General Pests - 3 oz per gal = .50% dilution / applied at rate of 1.2 oz of dilution per 2 sqft	0.5 GALLON (s)	Chlorfenapyr 21.45%	EXTERIOR SPRAY (1 OZ PER GALLON PER SQF)	Compressed Sprayer	Ants, Cockroaches	Common Area(s)
			EPA #: 241-392 LOT #: 2470					
INTICE 10 PERIMETER BAIT	Granular	1 pound per 1000 sqft	5 POUND(S)	ORTHOBORIC ACID 10%	Broadcast	Centro Bulb Duster	Ants, Cockroaches	Building Perimeter (insect control)
			EPA #: 73079-6 LOT #:					

Product Used

Zone Name	Number	Description	Category	Product Name	Applied
Door (Frame)	1		Inspection	PHANTOM TERMITICIDE - INSECTICIDE	0.5 GALLON (s)
Door (Frame)	1		Inspection	INTICE 10 PERIMETER BAIT	5 POUND(S)

Station / Room Summary

Name	Scheduled	Inspected	With Activity	Added	Replaced	Skipped	Removed	End Total
Area Inspection	0	1	0	1	0	0	0	1



PEST CONTROL DOWN TO A SCIENCE™

DAVENPORT ROAD SOUTH CDD
940 ORCHID GROVE BLVD
DAVENPORT, FL 33837
(407) 723-5900 Home

Orkin, 148-WINTER HAVEN, FL
3400 RECKER HWY
WINTER HAVEN, FL 33880 1957
(800) 329-3201
License # 6273

Invoice / Service Ticket # 191111975
Account # 33267192
Date of Service 08/13/2019
Time In 08/13/2019 12:56 PM
Time Out 08/13/2019 1:38 PM

Station / Room - Add, Replace, Skip, and Remove Detail

<u>Zone Name</u>	<u>Number</u>	<u>Description</u>	<u>Category</u>	<u>Status</u>	<u>Reason</u>
Door (Frame)	1		Inspection	Added	Initial Setup

Zone Summary

<u>Zone Name</u>	<u>Comments</u>	<u>New</u>	<u>Scheduled</u>	<u>Inspected</u>	<u>With Activity</u>	<u>No Activity</u>
Door (Frame)		Y	0	1	0	1

CUSTOMER SIGNATURE: SIGNATURE NOT ENTERED

CUSTOMER NAME:

If you experience pest issues between scheduled visits, we will come back and address the problem at no additional charge.

CUSTOMER EMAIL:

* This work has been performed to my satisfaction.

Remit To: Orkin, 148-WINTER HAVEN, FL
3400 RECKER HWY
WINTER HAVEN, FL 33880 1957

CO – Commercial applicators are licensed by the Colorado Department of Agriculture

AZ – Warning – Pesticides can be harmful. Keep children and pets away from pesticide applications until dry, dissipated, or aerated. For more information, contact Orkin Pest Control – C4029BCD at 1-800-346-7546

For additional information, a copy of the Label and/or SDS may be requested from your local branch or from www.orkin.com.

Item # SVPC1026iOS rev. 05.13

CONSUMER NOTIFICATION(S) / POST APPLICATION STATEMENTS

Treated Area(s) - Do not allow unprotected person(s), children, or pets to touch, enter or replace items or bedding, to contact or enter treated area(s) until dry.
Ventilation/Reoccupying - Vacate and keep area(s) closed up to 30 minutes after treatment, then ventilate area(s) well for up to 2 hours before reoccupying.
Equipment/Processing/Food - Thoroughly wash dishes, utensils, food preparation/processing equipment and surfaces with an effective cleaning compound and rinse with clean water if not removed or covered during treatment. This area should be odor free before food products are placed in the area.
Exterior Applications (baits) - Do not allow grazing of feed, lawn or sod clippings to livestock after bait applications.
Granular Application(s) - Do not water to the point of run off.
Do not burn treated fire wood for one month after treatment.

National Poison Control Center 1-800-222-1222

**DAVENPORT ROAD SOUTH
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization FY 19 #21

8/26/2019

Item No.	Payee	Invoice Number	General Fund FY19
1	A&R Contracting & Cleaning, LLC Delivered Trash Cans for Pool area and bathrooms	2546	\$ 125.00
2	Business Observer		
	Legal Advertising - 3/14/19	19-00373K	\$ 50.31
	Legal Advertising - 4/11/19	19-00592K	\$ 50.31
	Legal Advertising - 5/15/19	19-00820K	\$ 50.31
	Legal Advertising - 6/19/19 published 5/17/19	19-00924K	\$ 122.50
	Legal Advertising - 6/19/19 published 6/7/19	19-01070K	\$ 50.31
	Legal Advertising - 7/24/19	19-01189K	\$ 761.26
	Legal Advertising - 8/21/19	19-01451K	\$ 50.31
3	PFM Group Consulting, LLC		
	August 2019 Website Fee	DM-08-2019-0017	\$ 75.00
	August 2019 District Management Fee	DM-08-2019-0016	\$ 1,666.67
	July 2019 Postage and Copies	OE-EXP-00338	\$ 190.80
TOTAL			\$3,192.78

Secretary / Assistant Secretary



Chairperson



A & R Contracting & Cleaning, LLC

A & R Contracting & Cleaning, LLC
2061 9th Lane NE
Winter Haven, FL 33881
863-582-6202
alvarezandramirez@gmail.com

Invoice

BILL TO
PFM Group Consulting LLC
ORCHID GROVE CDD
DAVENPORT RD
12051 Corporate Blvd. | Orlando, FL
32817

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
2546	08/22/2019	\$125.00	09/21/2019	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Material and labor DELIVERED 6 TRASH CANS 4 THROUGH OUT THE POOL DECK WITH TRAH BAGS 1 IN EACH BATHROOM TOTAL OF 2 WITH TRASH BAGS	1	125.00	125.00

BALANCE DUE \$125.00

001-052-9000-34-02

Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236

941-556-0386

INVOICE

Legal Advertising

Invoice # 19-00373K

Date 03/01/2019

Attn:
PFM Group Consulting LLC
12051 CORPORATE BLVD.
ORLANDO FL 32817

Please make checks payable to:
(Please note Invoice # on check)
Business Observer
1970 Main Street
3rd Floor
Sarasota, FL 34236

Description

Serial # 19-00373K

Meeting Notice

RE: Notice of Board of Supervisors' Meeting to be held on March 14, 2019 at
9:30 AM

Published: 3/1/2019

Amount

\$50.31

Important Message

Paid ()
Total \$50.31

Payment is expected within 30 days of the
first publication date of your notice.

001-051-3000-48-01

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.081, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors

Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236

941-556-0386

INVOICE

Legal Advertising

Invoice # 19-00592K

Date 03/29/2019

Attn:
PFM Group Consulting LLC
12051 CORPORATE BLVD.
ORLANDO FL 32817

Please make checks payable to:
(Please note Invoice # on check)
Business Observer
1970 Main Street
3rd Floor
Sarasota, FL 34236

Description

Serial # 19-00592K

Notice of Board of Supervisors' Meeting

RE: Davenport Road South Community Meeting on April 11, 2019 at 9:30 am

Published: 3/29/2019

Amount

\$50.31

Important Message

Paid 0
Total \$50.31

Payment is expected within 30 days of the first publication date of your notice.

001-051-3000-48-01

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

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Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236

941-906-9386

INVOICE

Legal Advertising

Invoice # 19-00820K

Date 05/03/2019

Attn:
PFM Group Consulting LLC
12051 CORPORATE BLVD.
ORLANDO FL 32817

Please make checks payable to:
(Please note Invoice # on check)
Business Observer
1970 Main Street
3rd Floor
Sarasota, FL 34236

Description

Serial # 19-00820K

Notice of Meeting

RE: Meeting on May 15, 2019 at 9:30 a.m. for Davenport Road South
Community Development District
Published: 5/3/2019

Amount

\$50.31

Important Message

Paid 0
Total \$50.31

Payment is expected within 30 days of the
first publication date of your notice.

001-051-3000-40-07

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

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Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236

941-556-0386

INVOICE

Legal Advertising

Invoice # 19-00924K

Date 05/17/2019

Attn:
PFM Group Consulting LLC
12051 CORPORATE BLVD.
ORLANDO FL 32817

Please make checks payable to:
(Please note Invoice # on check)
Business Observer
1970 Main Street
3rd Floor
Sarasota, FL 34236

Description

Serial # 19-00924K

Meeting Notice

RE: Davenport Public Hearing on June 19, 2019 at 9:30 am

Published: 5/17/2019

Amount

\$122.50

Important Message

Paid ()
Total \$122.50

Payment is expected within 30 days of the first publication date of your notice.

001-051-3000-48-01

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Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236

941-556-0386

INVOICE

Legal Advertising

Invoice # 19-01070K

Date 06/07/2019

Attn: Amanda Lane
PFM Group Consulting LLC
12051 CORPORATE BLVD.
ORLANDO FL 32817

Please make checks payable to:
(Please note Invoice # on check)
Business Observer
1970 Main Street
3rd Floor
Sarasota, FL 34236

Description

Serial # 19-01070K
P.O./Ref.# Davenport Road

Amount

\$50.31

Meeting Notice

RE: Meeting for Davenport Road June 19, 2019 at 9:30pm
Published: 6/7/2019

Important Message

Paid ()
Total \$50.31

Payment is expected within 30 days of the first publication date of your notice.

001-051-3000-48-01

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

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Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236

941-552-0200

INVOICE

Legal Advertising

Invoice # 19-01189K

Date 06/28/2019

Attn:
PFM Group Consulting LLC
12051 CORPORATE BLVD.
ORLANDO FL 32817

Please make checks payable to:
(Please note Invoice # on check)
Business Observer
1970 Main Street
3rd Floor
Sarasota, FL 34236

Description

Serial # 19-01189K

Notice of Meeting

RE: Davenport Road South Community Meeting on July 24, 2019 at 9:30 am
Published: 6/28/2019, 7/5/2019

Amount

\$761.26

Important Message

Paid ()
Total \$761.26

Payment is expected within 30 days of the first publication date of your notice.

001-051-3000-48-01

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors

Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236

941-552-0386

INVOICE

Legal Advertising

Invoice # 19-01451K

Date 08/09/2019

Attn:
PFM Group Consulting LLC
12051 CORPORATE BLVD.
ORLANDO FL 32817

Please make checks payable to:
(Please note Invoice # on check)
Business Observer
1970 Main Street
3rd Floor
Sarasota, FL 34236

Description	Amount
Serial # 19-01451K Notice of Meeting RE: Meeting on August 21, 2019 @ 9:45 AM for Davenport Road South Community Published: 8/9/2019	\$50.31

Important Message

Paid ()

Total \$50.31

Payment is expected within 30 days of the first publication date of your notice.

001-051-3000-48-01

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

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Date	Invoice Number
August 22, 2019	DM-08-2019-0017
Payment Terms	Due Date
Upon Receipt	August 22, 2019

Bill To:
Davenport South Road Community Development
District
c/o PFM Group Consulting District Accounting
Department A
12051 Corporate Blvd A
Orlando, FL 32817
United States of America

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

Federal Tax ID: 81-1642478

Remittance Options:

Via ACH (preferred):

Via Wire:

Via Mail:

PFM Group Consulting LLC
PO Box 65126
Baltimore, MD 21264-5126
United States of America

RE: Website Fee - August, 2019

Total Amount Due

\$75.00

001-051-3000-49-02

RECEIVED AUG 23 2019

RECEIVED AUG 23 2019

001-051-3000-3102

\$1,666.67

Total Amount Due

RE: District Management - August, 2019

Via Mail:
 PFM Group Consulting LLC
 P.O. Box 65126
 Baltimore, MD 21264-5126
 United States of America

Remittance Options:
 Via ACH (preferred)
 Via Wire

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

Bill To:
 Davenport South Road Community Development
 District
 c/o PFM Group Consulting District Accounting
 Department
 1205 Corporate Blvd
 Orlando, FL 32817
 United States of America

Date	Invoice Number
August 22, 2019	DM-08-2019-0016
Payment Terms	Due Date
Upon Receipt	August 22, 2019





Date	Invoice Number
August 22, 2019	OE-EXP-00338
Payment Terms	Due Date
Upon Receipt	August 22, 2019

Bill To:
Davenport South Road Community Development
District
c/o PFM Group Consulting District Accounting
Department
12051 Corporate Blvd
Orlando, FL 32817
United States of America

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

Federal Tax ID: 81-1642478

Remittance Options:

Via ACH (preferred):

PFM Group Consulting LLC

Via Wire:

Via Mail:

PFM Group Consulting LLC
PO Box 65126
Baltimore, MD 21264-5126
United States of America

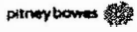
RE: July 2019 Postage - \$94.20
July 2019 Copies - \$96.60

Total Amount Due

\$190.80

001-051-3000-47-01-96.60
001-051-3000-42-01-94.20

RECEIVED AUG 22 2019



Account Summary Report

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

Meter Group: All Meters

Meter 1W00 - 1376538 OLD at ORLANDO, FL

Meter 4W00 - 0347354 at ORLANDO, FL

Meter Details

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

Account Summary

Account	Sub Account	Pieces	Total Charged
Davenport Road South CDD		32	\$94.200

Grand Total

\$94.200

Copy Count

Account: Davenport Road South

Amount of Copies: 644

Total \$: 96.60

Month: July 2019

**DAVENPORT ROAD SOUTH
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization FY 19 #22

9/9/2019

Item No.	Payee	Invoice Number	General Fund FY19
1	A&R Contracting & Cleaning, LLC Hurricane Prep	2558	\$ 120.00
2	State of Florida Department of Health Pool Permit	53-BID-4384273	\$ 280.00
3	Hopping Green & Sams District Counsel through 7/31/19	109376	\$ 2,562.37
4	Navitas Credit Corp Playground Equipment Lease	-	\$ 1,722.66
5	PFM Group Consulting, LLC ADA Website Compliance Fee	oe-exp-00382	\$ 500.00
TOTAL			\$5,185.03

Secretary / Assistant Secretary



Chairperson



A & R Contracting & Cleaning, LLC
 2061 9th Lane NE
 Winter Haven, FL 33881
 863-582-6202
 alvarezandramirez@gmail.com

Invoice

BILL TO
 PFM Group Consulting LLC
 Davenport rd cdd
 12051 Corporate Blvd. | Orlando, FL
 32817

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
2558	08/30/2019	\$120.00	09/29/2019	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Labor Hurricane prep removing all pool patio furniture	1	120.00	120.00

BALANCE DUE \$120.00

ENTERED SEP 1 0 2019



**State of Florida
Department of Health
Notification of Fees Due**

Identification Number: 53-60-1879331
 For: Swimming Pools Public Pool > 25000 Gallons
 To: **Davenport Road South CDD**
 12051 Corporate Blvd
 Orlando, FL 32817

Billing Code: 53-BID-4384273
 Fee Amount: \$280.00

Total Amount Due: \$280.00

Payment Due 07/01/2019 Upon Receipt

Notice: This bill is due and payable in full upon receipt and must be received by the local office by the Payment Due date.

[Please detach this portion and return with your payment]

Please verify all information, making changes as necessary, sign and return to Environmental Services Barlow

Account Information for: 53-60-1879331
 Facility Name: Orchid Grove Pool
 Location Address 1: 940 Orchid Blvd
 Location Address 2:
 City: Davenport
 State: FL
 Zip Code: 33837

County Mailing Address 1: 2090 E Clower St
 County Mailing Address 2:
 County Mailing City: Barlow
 County Mailing State: FL
 County Mailing Zip Code: 33830

Owner Name: Davenport Road South CDD
 Owner Address 1: 12051 Corporate Blvd
 Owner Address 2: Orlando, FL 32817
 Owner City: Orlando
 Owner State: FL
 Owner Zip Code: 32817
 Work Phone:
 Home Phone: (407) 382-5238

Facility Contact Name: Davenport Road South CDD
 Work Phone:
 Home Phone: (407) 382-5238

 Signature: Date:

[Environmental Health Division - Account Information Copy]



**State of Florida
Department of Health
Notification of Fees Due**

Identification Number: 53-60-1879331
 For: Swimming Pools Public Pool > 25000 Gallons
 To: **Davenport Road South CDD**
 12051 Corporate Blvd
 Orlando, FL 32817

Billing Code: 53-BID-4384273
 Fee Amount: \$280.00

**Total Amount Due: \$280.00
 Payment Due 07/01/2019 Upon Receipt**

Please return the entire bottom portion with your payment. The top portion (only) should be retained for your records.
 [Business Office - Cashiering & Accounting Copy]

Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

August 22, 2019

Davenport Road South Community Development
District
c/o PFM Group Consulting LLC
12051 Corporate Blvd.
Orlando, FL 32817

Bill Number 109376
Billed through 07/31/2019

General Counsel
DRSCDD 00001 RVW

FOR PROFESSIONAL SERVICES RENDERED

07/01/19	RVW	Review documents for agenda.	0.40 hrs
07/11/19	AHJ	Finalize agenda items; transmit same to Gaarlandt.	0.30 hrs
07/22/19	AHJ	Confer with Patil regarding affidavits of publication for mailed and published notices.	0.10 hrs
07/23/19	MKR	Prepare for and travel to board meeting; review agenda items; confer with Glasgow and Gaarlandt regarding same.	2.70 hrs
07/23/19	AHJ	Confer with Gaarlandt regarding agenda items.	0.20 hrs
07/24/19	MKR	Prepare for and attend board meeting; return travel.	1.80 hrs
07/24/19	AHJ	Prepare agreement regarding special events; confer with Patil regarding executed agenda items.	0.50 hrs
07/25/19	MKR	Follow-up from board meeting; prepare license agreement regarding special events on district property.	1.80 hrs
07/31/19	MCE	Research new law regarding new definition of "home address" and property appraiser objections to confidential information in assessment rolls; prepare memorandum to district manager regarding same.	0.10 hrs
07/31/19	MKR	Research status of amenities improvement conveyance; prepare documents regarding same.	2.20 hrs

Total fees for this matter \$2,402.50

DISBURSEMENTS

Document Reproduction	45.50
Travel	110.13
Travel - Meals	4.24
Total disbursements for this matter	\$159.87

MATTER SUMMARY

Jaskolski, Amy H. - Paralegal	1.10 hrs	145 /hr	\$159.50
Eckert, Michael C.	0.10 hrs	365 /hr	\$36.50
Rigoni, Michelle K.	8.50 hrs	245 /hr	\$2,082.50
Van Wyk, Roy	0.40 hrs	310 /hr	\$124.00

TOTAL FEES	\$2,402.50
TOTAL DISBURSEMENTS	\$159.87

TOTAL CHARGES FOR THIS MATTER **\$2,562.37**

BILLING SUMMARY

Jaskolski, Amy H. - Paralegal	1.10 hrs	145 /hr	\$159.50
Eckert, Michael C.	0.10 hrs	365 /hr	\$36.50
Rigoni, Michelle K.	8.50 hrs	245 /hr	\$2,082.50
Van Wyk, Roy	0.40 hrs	310 /hr	\$124.00

TOTAL FEES	\$2,402.50
TOTAL DISBURSEMENTS	\$159.87

TOTAL CHARGES FOR THIS BILL **\$2,562.37**

Please include the bill number on your check.



NAVITAS CREDIT CORP.
A UNITED COMMUNITY BANK COMPANY

201 EXECUTIVE CENTER DR., SUITE 100
COLUMBIA, SC 29210

Return Service Requested

Invoice Date: 08/24/2019

4938000409 PRESORT PBP8002



DAVENPORT ROAD SOUTH COMMUNITY DEVELOP
ACCOUNTS PAYABLE:
12051 CORPORATE BLVD
ORLANDO FL 32817-1450

Remittance Section

Contract Number: 40530924
Due Date: 9/15/2019
Amount Due: \$1,722.66

Amount Enclosed: \$

Please check here if your address has changed.
Provide new address on reverse side.

Use enclosed envelope and make check payable to:

NAVITAS CREDIT CORP.
PO BOX 935204
ATLANTA, GA 311935204



000405309242019082400001722666

Keep lower portion for your records - Please return upper portion with your payment.



NAVITAS CREDIT CORP.
A UNITED COMMUNITY BANK COMPANY

Your Opinion Matters! Click below, let us know how we are doing.
<https://engage.navitascredit.com/Satisfaction-Survey>

PH: 888-978-6353

DUE DATE 9/15/2019	CONTRACT NO. 40530924	EQUIPMENT DESCRIPTION PLAYGROUND EQUIPMENT
CUSTOMER NAME DAVENPORT ROAD SOUTH COMMUNITY DEVELOPMENT DISTRIC		

Important Messages

NAVITAS ADVANTAGE

Introducing the Navitas Customer Advantage Program

At Navitas, loyalty matters. As a valued customer, your company automatically qualifies for our **Advantage Equipment Financing Program**. Start enjoying unique services and preferred pricing designed to make financing with Navitas effortless.

- ➔ Automatic Pre-Approvals
- ➔ Special Financing Programs
- ➔ Payment Lock-in
- ➔ Application Only Approvals
- ➔ Lowest Payment Guarantee
- ➔ Preferred Support
- ➔ Bonus Working Capital
- ➔ Dealer Locator Service

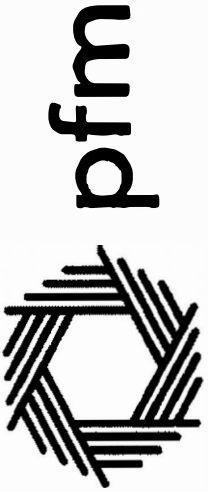
Command More Borrowing Power With Navitas

To learn more about our Advantage Program email dthomas@navitascredit.com.

CONTRACT NUMBER	DESCRIPTION	DUE DATE	PAYMENT AMOUNT	SALES/ USE TAX	LATE CHARGE	INSURANCE CHARGES	OTHER CHARGES	TOTAL AMOUNT
40530924-1	Contract Payment	09/15/2019	\$1,625.73			\$96.93		\$1,722.66
SUBTOTALS:			\$1,625.73			\$96.93		\$1,722.66



NAVITAS | A UNITED COMMUNITY BANK COMPANY



Date	Invoice Number
August 26, 2019	OE-EXP-00382
Payment Terms	Due Date
Upon Receipt	August 26, 2019

Bill To:
Davenport South Road Community Development
District
c/o PFM Group Consulting District Accounting6
Department
12051 Corporate Blvd
Orlando, FL 32817
United States of America

Company Address:
1735 Market Street
43rd Floor
Philadelphia, PA 19103
+1 (215) 567-61006
Federal Tax ID: 81-1642478

Remittance Options:
Via ACH (preferred):

Via Mail:
PFM Group Consulting LLC
PO Box 65126
Baltimore, MD 21264-5126
United States of America

RE: ABA Website Compliance Fee

Total Amount Due

\$500.00

RECEIVED AUG 26 2019

**DAVENPORT ROAD SOUTH
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization FY 19 #23
9/16/2019

Item No.	Payee	Invoice Number	General Fund FY19	General Fund FY20
1	Board Meeting			
	Rennie Heath August 21, 2019 Meeting	-	\$ 200.00	
	Scott Shapiro August 21, 2019 Meeting	-	\$ 200.00	
	Lauren Schwenk August 21, 2019 Meeting	-	\$ 200.00	
	Patrick Marone August 21, 2019 Meeting	-	\$ 200.00	
	Andrew Rhinehart August 21, 2019 Meeting	-	\$ 200.00	
2	Business Observer			
	Legal Advertising 9/6/19	19-01909K	\$ 63.44	
	Legal Advertising 9/6/19	19-01608K	\$ 50.31	
3	City of Davenport			
	Pool Water 8/5-9/5	3365	\$ 28.73	
4	Complete Pool Care			
	October 2019 Pool Maintenance	13255		\$ 1,525.00
5	Creative Association Services, Inc.			
	September 2019 Landscape Maintenance	6256	\$ 2,390.00	
6	Duke Energy			
	97796 57410 000 Davenport Blvd Lite.	9.2019	\$ 1,325.70	
	34486 92325 1420 South Blvd W Lite	9.2019	\$ 16.46	
	57014 95486 Ludisia Loop Street Lite	9.2019	\$ 24.41	
	66995 79547 940 Orchid Grove Blvd	9.2019	\$ 1,174.54	
	97970 13229 1534 South Blvd Lite	9.2019	\$ 16.46	
	97883 80299 101 Sandestin Dr Entrance Wall	9.2019	\$ 14.58	
7	Fuqua Janitorial Services			
	September 2019 Clubhouse Cleaning	7891	\$ 935.00	
8	Orkin			
	September 2019 Pest Control	-	\$ 48.15	
9	Southeast Wiring Solutions, Inc.			
	Downpayment on Camera System	20204726	\$ 4,580.00	

Subtotal per FY	\$11,667.78	\$1,525.00
Total	\$13,192.78	

Secretary / Assistant Secretary



Chairperson

Davenport Road South Community Development District

Date of Meeting: August 21, 2019

Board Members:	Attendance	Fee
1. Rennie Heath	<u>x</u>	<u>\$200</u>
2. Scott Shapiro	<u>x (p)</u>	<u>\$200</u>
3. Lauren Schwenk	<u>x</u>	<u>\$200</u>
4. Patrick Marone	<u>x</u>	<u>\$200</u>
5. Andrew Rhinehart	<u>x</u>	<u>\$200</u>
	<u> </u>	<u>\$1,000</u>

Approved For Payment:


Manager

9/13/19
Date

Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236

941-906-9386 x323

INVOICE

Legal Advertising

Invoice # 19-01609K

Date 09/06/2019

Attn: Rule Development for Davenport Road/Amanda Lane
PFM Group Consulting LLC
12051 CORPORATE BLVD.
ORLANDO FL 32817

Please make checks payable to:
(Please note Invoice # on check)
Business Observer
1970 Main Street
3rd Floor
Sarasota, FL 34236

Description

Amount

Serial # 19-01609K

\$63.44

Notice of Rule Development

RE: Intention to Develop Amended and Restated Rules for Davenport Road South

Published: 9/6/2019

Important Message

Paid

()

Total

\$63.44

Payment is expected within 30 days of the first publication date of your notice.

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

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Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236

941-906-9386

INVOICE

Legal Advertising

**NOTICE OF RULE
DEVELOPMENT BY THE
DAVENPORT ROAD SOUTH
COMMUNITY DEVELOPMENT
DISTRICT**

In accord with Chapters 120 and 190, Florida Statutes, the Davenport Road South Community Development District ("District") hereby gives notice of its intention to develop Amended and Restated Rules of Procedure to govern the operations of the District.

The Amended and Restated Rules of Procedure will address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

The purpose and effect of the Amended and Restated Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. The legal authority for the adoption of the proposed Amended and Restated Rules of Procedure includes sections 190.011(5), 190.011(15) and 190.035, Florida Statutes (2019). The specific laws implemented in the Amended and Restated Rules of Procedure include, but are not limited to, sections 112.08, 112.3143, 112.31446, 112.3145, 119.07, 119.0701, 189.053, 189.069(2)(a)16, 190.006, 190.007, 190.008, 190.011(3), 190.011(5), 190.011(15), 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.0113, 286.0114, 287.017, 287.055 and 287.084, Florida Statutes (2019).

A copy of the proposed Amended and Restated Rules of Procedure may be obtained by contacting the District Manager, c/o PFM Group Consulting Group L.L.C., 12051 Corporate Boulevard, Orlando, Florida 32817, Phone: (407) 723-5900.

Jane Gaariandt
District Manager

September 6, 2019 19-01609K

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Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236

941-906-9386

INVOICE

Legal Advertising

Invoice # 19-01608K

Date 09/06/2019

Attn: Davenport Road South/Amanda Lane
PFM Group Consulting LLC
12051 CORPORATE BLVD.
ORLANDO FL 32817

Please make checks payable to:
(Please note Invoice # on check)
Business Observer
1970 Main Street
3rd Floor
Sarasota, FL 34236

Description

Amount

Serial # 19-01608K
P.O./Ref.# Davenport

\$50.31

Meeting Notice

RE: Meeting for Davenport Road on September 18, 2019 @ 9:45 AM
Published: 9/6/2019

Important Message

Paid

()

Total

\$50.31

Payment is expected within 30 days of the first publication date of your notice.

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Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236

941-906-9386

INVOICE

Legal Advertising

**Davenport Road South Community
Development District
Notice of Board of Supervisors'
Meeting**

The Board of Supervisors of the Davenport Road South Community Development District will hold a meeting on Wednesday, September 18, 2019 at 9:45 a.m. at the Offices of Cassidy Homes, 346 East Central Ave., Winter Haven, Florida 33880. The meeting is open to the public and will be conducted in accordance with provision of Florida Law related to Special Districts. The meeting may be continued to a date, time, and place to be specified on the record at the meetings. There may be occasions when staff or other individuals may participate by speaker telephone.

A copy of the agenda for the meeting may be obtained at the offices of the District Manager, PPM Group Consulting LLC, located at 12051 Corporate Blvd., Orlando 32817, (407) 723-5900, during normal business hours.

Any person requiring special accommodations at the meeting because of a disability or physical impairment should contact the District Office at (407) 723-5900 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting 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 such appeal is to be based.

Jane Gaarlandt

District Manager

September 6, 2019

19-01608K

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

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CITY OF DAVENPORT

1 S ALLAPAHA AVE
DAVENPORT FL 33837-0125

FOR BILLING INFORMATION
CALL: (863)419-3300

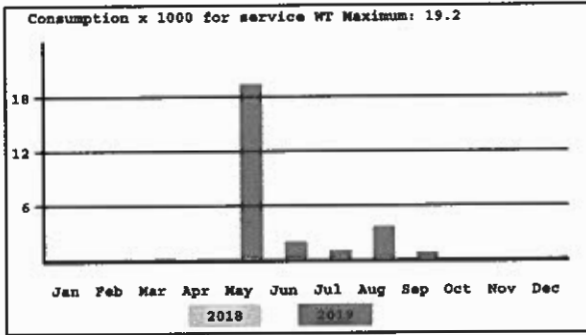
DAVENPORT ROAD SOUTH

CYCLE A

7AQA

19280

Account #	Service Address	Billing Period	Bill Date	Due Date	TOTAL DUE			
9458	POOL METER / 940-1 Orchid Grove Blvd	08/05/19 to 09/04/19	09/10/2019	10/01/2019	\$ 28.73			
Service Code & Description	Date	Previous Reading	Date	Current Reading	Mult	Usage	Year Ago	Charge
LAST PAYMENT							08/19/2019	30.73
WT WATER SERVICE - INSID	08/05	252	09/05	258	100.000	600	0	9.75 *
WW WASTEWATER SERVICE	08/05	252	09/05	258	100.000	600	0	18.00
							* TAXES	0.98
CURRENT CHARGES								28.73
TOTAL AMOUNT DUE								28.73



TRASH, RECYCLE AND BULK ITEMS PICKED UP EVERY WEDNESDAY-
PLEASE DONT PLACE CONSTRUCTION DEBRIS ON THE CURB, AND DON'T PLACE
TRASH OUT 24 HOURS BEFORE PICK UP.

COMMISSION MEETINGS: THURSDAY SEPT 19th, MONDAY OCT. 7th AT 7:00PM

VISIT OUR WEBSITE FOR UPCOMING EVENTS : WWW.MYDAVENPORT.ORG

***NOTICE !!!!!** ALL BILLS ARE DUE ON THE 1ST AND SUBJECT TO
DISCONNECTION AFTER THE 10TH OF THE MONTH.
DETACH AND RETURN STUB WITH REMITTANCE



CITY OF DAVENPORT

1 S ALLAPAHA AVE
DAVENPORT FL 33837-0125

Account #	Bill Date	TOTAL DUE
9458	09/10/2019	\$ 28.73
Type	Due Date	
CYCLE A	10/01/2019	
PayID	Bill No	
7AQA	3365	

DAVENPORT ROAD SOUTH
12051 CORPORATE BLVD
ORLANDO FL 32817

AMOUNT PAID _____

00000094581 0000028738



Complete Pool Care
PO Box 2196
Winter Haven, FL 33883
completepool05@aol.com
863-287-5015

Invoice

Date: 09/15/2019
Invoice No.: 13255
Due Date: 10/15/2019

Bill To:
Davenport Rd. South CDD
Orchid Grove

Qty	Item	Description	Unit Price	Total
1		Pool Service for October 2019	\$1,525.00	\$1,525.00

Total \$1,525.00
Balance Due \$1,525.00

Please contact us for more information about payment options.

Thank you for your business.

Creative Association Services, Inc.

**346 East Central Avenue
Winter Haven, FL 33880**

Invoice

Date	Invoice #
9/1/2019	6256

Bill To

**Davenport Road South CCD
(Orchid Grove)
C/O Fishkind & Associates
12051 Corporate Blvd.
Orlando, FL 32817**

Terms	Due Date
	9/1/2019

Description	Rate	Amount
Sept 2019 Landscape & Maintenance-Davenport Road South CCD (Orchid Grove)	2,390.00	2,390.00

<i>Thank you for your prompt payment!</i>	Invoice Total	\$2,390.00
	Applied Payments/Credits	\$0.00
	Balance Due this Invoice	\$2,390.00



STATEMENT OF ELECTRIC SERVICE



ACCOUNT NUMBER

57014 95486

SEPTEMBER 2019

Duke Energy

FOR CUSTOMER SERVICE OR
PAYMENT LOCATIONS CALL:
1-877-372-8477

WEB SITE: www.duke-energy.com

TO REPORT A POWER OUTAGE:
1-800-228-8485

DAVENPORT ROAD SOUTH CDD

12051 CORPORATE BLVD
ORLANDO FL 32817

SERVICE ADDRESS

177 LUDISIA LOOP LITE
DAVENPORT FL 33837

DUE DATE
SEP 27 2019

TOTAL AMOUNT DUE
166.81

NEXT READ
DATE ON OR
ABOUT
OCT 07 2019

DEPOSIT AMOUNT
ON ACCOUNT
240.00

PIN: 071282712

METER READINGS

METER NO.	003632130
PRESENT (ACTUAL)	007846
PREVIOUS (ACTUAL)	007827
DIFFERENCE	000019
TOTAL KWH	19

GS-1 060 GENERAL SERVICE - NON DEMAND SEC

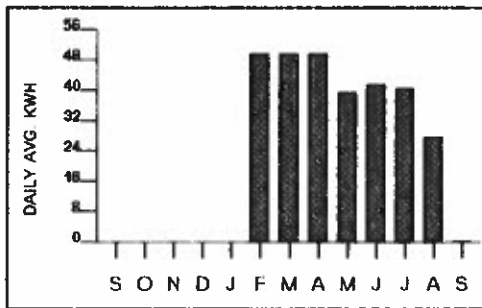
BILLING PERIOD..08-06-19 TO 09-05-19 30 DAYS

CUSTOMER CHARGE		12.78
ENERGY CHARGE	19 KWH @ 8.07800¢	1.53
FUEL CHARGE	19 KWH @ 3.97400¢	.76
ASSET SECURITIZATION CHARGE	19 KWH @ 0.24100¢	0.05

*TOTAL ELECTRIC COST	15.12
GROSS RECEIPTS TAX	.39
MUNICIPAL FRANCHISE FEE	.99
MUNICIPAL UTILITY TAX	1.59
STATE AND OTHER TAXES ON ELECTRIC	1.32
LATE PAYMENT CHARGE FOR PREVIOUS BILL	5.00

TOTAL CURRENT BILL	24.41
AMOUNT PAST DUE	142.40

TOTAL DUE THIS STATEMENT **\$166.81**



Payment of your bill prior to the above due date will avoid a late payment charge of \$5.00 or 1.5%, whichever is greater. Your account has a past due amount of \$142.40 and electric service may be disconnected. Please pay immediately. To help us repair malfunctioning streetlights, quickly: 1. Call us at 1-800-228-8485 or visit duke-energy.com/lightrepair 2. Provide us with the light's location and your contact information 3. Specific addresses, landmarks and directions work best

ENERGY USE

DAILY AVG. USE - 1 KWH/DAY
 USE ONE YEAR AGO - 0 KWH/DAY
 *DAILY AVG. ELECTRIC COST - \$.50

BF_BL_DEF_20190905_211459_2 CSV-2084-000003794

DETACH AND RETURN THIS SECTION MM 0000487 BILL # 1 OF 2 GRP 386

DEL INQUENT		CURRENT CHARGES	
AMOUNT	DUE DATE	AMOUNT	DUE DATE
142.40	PAST DUE	24.41	SEP 27 2019

ACCOUNT NUMBER - 57014 95486

002084 000000794

DAVENPORT ROAD SOUTH CDD
 12051 CORPORATE BLVD
 ORLANDO FL 32817-1450

P.O. BOX 1004
CHARLOTTE,
NC 28201-1004

TOTAL DUE
166.81

PLEASE ENTER
 AMOUNT PAID

57014954866000000166819000000142406000000024414010000000009



STATEMENT OF ELECTRIC SERVICE



ACCOUNT NUMBER
66995 79547

SEPTEMBER 2019
Duke Energy

FOR CUSTOMER SERVICE OR
PAYMENT LOCATIONS CALL:
1-877-372-8477

WEB SITE: www.duke-energy.com

TO REPORT A POWER OUTAGE:
1-800-228-8485

DAVENPORT ROAD SOUTH CDD

12051 CORPORATE BLVD
ORLANDO FL 32817

SERVICE ADDRESS
940 ORCHID GROVE BLVD
DAVENPORT FL 33837

DUE DATE SEP 27 2019	TOTAL AMOUNT DUE 2,246.54
NEXT READ DATE ON OR ABOUT OCT 07 2019	DEPOSIT AMOUNT ON ACCOUNT 240.00

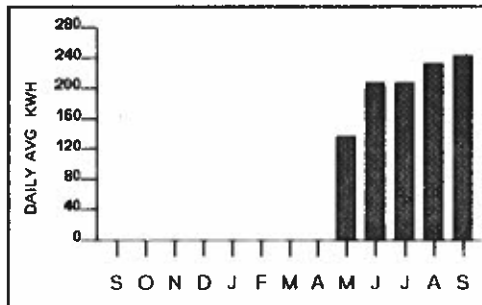
PIN: 071282712

METER READINGS

METER NO.	003622494
PRESENT (ACTUAL)	031134
PREVIOUS (ACTUAL)	023765
DIFFERENCE	007369
TOTAL KWH	7369

GS-1 060 GENERAL SERVICE - NON DEMAND SEC
BILLING PERIOD .08-06-19 TO 09-05-19 30 DAYS

CUSTOMER CHARGE		12.78
ENERGY CHARGE	7369 KWH @ 8.07800¢	595.27
FUEL CHARGE	7369 KWH @ 3.97400¢	292.84
ASSET SECURITIZATION CHARGE	7369 KWH @ 0.24100¢	17.76
*TOTAL ELECTRIC COST		918.65
GROSS RECEIPTS TAX		23.56
MUNICIPAL FRANCHISE FEE		60.40
MUNICIPAL UTILITY TAX		76.13
STATE AND OTHER TAXES ON ELECTRIC		79.72
LATE PAYMENT CHARGE FOR PREVIOUS BILL		16.08
TOTAL CURRENT BILL		1,174.54
AMOUNT PAST DUE		1,072.00
TOTAL DUE THIS STATEMENT		\$2,246.54



ENERGY USE

DAILY AVG. USE - 246 KWH/DAY
USE ONE YEAR AGO - 0 KWH/DAY
*DAILY AVG. ELECTRIC COST - \$30.62

Payment of your bill prior to the above due date will avoid a late payment charge of \$5.00 or 1.5%, whichever is greater. Your account has a past due amount of \$1,072.00 and electric service may be disconnected. Please pay immediately. To help us repair malfunctioning streetlights, quickly: 1. Call us at 1-800-228-8485 or visit duke-energy.com/lightrepair 2. Provide us with the light's location and your contact information 3. Specific addresses, landmarks and directions work best

BF_BL_DEF_20190905_211459_2_CSV-2085-000000794

DETACH AND RETURN THIS SECTION MM 0000488 BILL # 2 OF 2 GRP 386

DELINQUENT		CURRENT CHARGES	
AMOUNT	DUE DATE	AMOUNT	DUE DATE
1,072.00	PAST DUE	1,174.54	SEP 27 2019

ACCOUNT NUMBER - 66995 79547

002085 000000794



DAVENPORT ROAD SOUTH CDD
12051 CORPORATE BLVD
ORLANDO FL 32817-1450

P.O. BOX 1004
CHARLOTTE,
NC 28201-1004

TOTAL DUE
2,246.54

PLEASE ENTER
AMOUNT PAID

669957954760000022465440000010720080000011745490100000000009



Fuqua Janitorial Services
 5962 Murphy Road
 Bartow, FL 33830
 (863) 651-9348

Invoice

BILL TO
 DAVENPORT ROAD SOUTH CDD
 12051 CORPORATE BLVD.
 ORLANDO, FL 32817

SHIP TO
 DAVENPORT ROAD SOUTH CDD
 940 ORCHID GROVE BLVD.
 DAVENPORT, FL 33837

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
7891	09/15/2019	\$935.00	10/15/2019	Net 30	

QTY	DESCRIPTION	NET PRICE	EXT PRICE
11	SEPTEMBER CLUBHOUSE CLEANING	85.00	935.00

BALANCE DUE

\$935.00

Thank you for your business!

8/27/2019



PEST CONTROL DOWN TO A SCIENCE

Orkin
3400 RECKER HWY
WINTER HAVEN, FL 33880-1957

AB 01 300249 53447 B 826 A



DAVENPORT ROAD SOUTH CDD
12051 Corporate Blvd
Orlando, FL 32817-1450

CUSTOMER INFORMATION

Account Number:	33267192
Customer Address:	12051 Corporate Blvd Orlando, FL 32817-1450

BRANCH INFORMATION

Branch Name:	148-WINTER HAVEN, FL
Branch Phone #:	(800) 329-3201
Branch Manager:	DAVID BERNSTEIN

We want to ensure your complete satisfaction.
Please contact your local Orkin Branch at
(800) 329-3201.

ACCOUNT DETAIL

DATE	INVOICE#	SERVICING BRANCH	PO#	DESCRIPTION	CHARGES	TAX	TOTAL	PAYMENTS/ ADJUSTMENTS	AMOUNT DUE
SERVICE ADDRESS 1: 840 ORCHID GROVE BLVD DAVENPORT, FL 33837									
Sep,2019	191111977	148-WINTER HAVEN, FL		SCH SVC 09/10/2019 PC Standard - Monthly-PC Standard	\$45.00	\$3.15	\$48.15	\$0.00	\$48.15
Subtotal									\$48.15
Unapplied Credits									\$0.00
TOTAL AMOUNT DUE									\$48.15

Thank you for choosing Orkin. Visit www.orkin.com/myaccount to create your online profile.

Payments received after 8/26/2019 are not reflected in the above detail. **Payment is due when service is rendered.**

Please detach and mail lower portion with check made payable to Orkin. Please include your account number on your check.

DAVENPORT ROAD SOUTH CDD
12051 Corporate Blvd
Orlando, FL 32817-1450

Now you can pay online: www.orkin.com/myaccount.



PEST CONTROL DOWN TO A SCIENCE



Orkin
3400 RECKER HWY
WINTER HAVEN, FL 33880-1957

Account Number: 33267192

Amount Due: \$48.15

Amount Enclosed: \$

Want to sign up for Autopay?
Please see reverse side.

*If you have a change of address,
please contact your branch.*

0014833267192 0000040000048152

300249 1/1





SOUTHEAST WIRING SOLUTIONS
 8390 CHAMPIONSGATE BLVD
 SUITE 310
 CHAMPIONSGATE, FL 33896
 (407) 290-5911

Invoice

Invoice # 20204726	Customer # PROJ-0043	Invoice Date 09/13/2019	Due Date 09/13/2019	Amount Due \$4,580.00	Amount Enclosed \$
------------------------------	--------------------------------	-----------------------------------	-------------------------------	---------------------------------	------------------------------

To: DAVENPORT RD CDD
 C/O PFM Group
 12051 Corporate Blvd
 Orlando, FL 32817

Remit To: Southeast Wiring Solutions, Inc.
 8390 CHAMPIONSGATE BLVD
 SUITE 310
 CHAMPIONSGATE, FL 33896

 Detach and return with your payment.

Customer Name DAVENPORT RD CDD	Customer # PROJ-0043	Invoice # 20204726	Invoice Date 09/13/2019	PO Number	Amount Due \$4,580.00
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Description	QTY	Rate	Amount
<i>Orchid Grove Amenity Center, Orchid Grove Amenity Davenport, FL</i>			
CUSTOM COMMERCIAL CAMERA SYSTEM - Furnish and install 8 cameras w/ zoom/focus, 16 channel recorder, and configure for remote view on customer provided internet connection	1.00	4,580.00	4,580.00

Payment terms: 60% to order equipment/start, 40% due on completion of project.	Sub Total:	4,580.00
	Total Sales Tax:	0.00
	Invoice Total:	4,580.00
	Payments/Credits Applied:	(0.00)
	Invoice Amount Due:	4,580.00
	Amount Due:	\$4,580.00

CONTACT US

Billing Questions (407) 290-5911	Sales	Central Station	Service	Email BILLING@SWSPROTECTION.COM
To pay online, please visit: https://southeastwiring.alarmbiller.com Registration Key: ACD9BD				

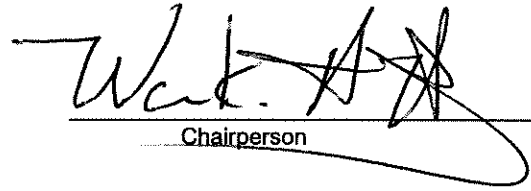
**DAVENPORT ROAD SOUTH
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization FY 19 #24

9/23/2019

Item No.	Payee	Invoice Number	General Fund FY19	General Fund FY20
1	Business Observer Legal Advertising 9/13/19	19-01665K	\$ 105.00	
2	City of Davenport Water meter 1548689338 8/5-9/5	-	\$ 53.63	
3	egis Insurance & Risk Advisors FY20 Insurance renewal	9611		\$ 14,083.00
4	Fishkind & Associates, Inc August 2019 Conference Calls	24594	\$ 10.27	
5	PFM Group Consulting LLC Travel and Miscellaneous expenses March -July 2019	105924	\$ 954.16	
6	Wood & Associates Review Requisitions	378	\$ 62.50	

Subtotal per FY	\$1,185.56	\$14,083.00
Total	\$15,268.56	



 Chairperson

 Secretary / Assistant Secretary

Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236

941-906-9386

INVOICE

Legal Advertising

Invoice # 19-01665K

Date 09/13/2019

Attn: Sonali Patil; Davenport Road South CDD
PFM Group Consulting LLC
12051 CORPORATE BLVD.
ORLANDO FL 32817

Please make checks payable to:
(Please note Invoice # on check)
Business Observer
1970 Main Street
3rd Floor
Sarasota, FL 34236

Description

Amount

Serial # 19-01665K

\$105.00

**Notice of Rulemaking Regarding the Amended and Restated
Rules of Procedure of the Davenport Road South Community
Development District**

RE: Public Hearing Conducted by the Board of Supervisors of the Davenport
Road South Community Development District on October 16, 2019 at 9:45 a.
m.

Published: 9/13/2019

Important Message

Paid

()

Total

\$105.00

Payment is expected within 30 days of the
first publication date of your notice.

ENTERED SEP 23 2019

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236

941-906-9386

INVOICE

Legal Advertising

NOTICE OF RULEMAKING REGARDING THE AMENDED AND RESTATED RULES OF PROCEDURE OF THE DAVENPORT ROAD SOUTH COMMUNITY DEVELOPMENT DISTRICT

A public hearing will be conducted by the Board of Supervisors of the Davenport Road South Community Development District ("District") on October 16, 2019 at 9:45 a.m., at the Offices of Cassidy Homes, 346 East Central Avenue, Winter Haven, Florida 33880.

In accord with Chapters 120 and 190, Florida Statutes, the District hereby gives the public notice of its intent to adopt its proposed Amended and Restated Rules of Procedure. The purpose and effect of the proposed Amended and Restated Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. Prior notice of rule development was published in the Polk County edition of the Business Observer on September 6, 2019.

The Amended and Restated Rules of Procedure may address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

Specific legal authority for the adoption of the proposed amended and Restated Rules of Procedure includes Sections 190.011(5), 190.011(15) and 190.035, Florida Statutes (2019). The specific laws implemented in the Amended and Restated Rules of Procedure include, but are not limited to,

Sections 112.08, 112.3143, 112.31446, 112.3145, 119.07, 119.0701, 189.053, 189.069(2)(a)16, 190.006, 190.007, 190.008, 190.011(3), 190.011(5), 190.011(15), 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.0113, 286.0114, 287.017, 287.055 and 287.084, Florida Statutes (2019).

A copy of the proposed Amended and Restated Rules of Procedure may be obtained by contacting the District Manager's Office at 12051 Corporate Boulevard, Orlando, Florida 32817 or by calling (407) 723-5900.

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), Florida Statutes, must do so in writing within twenty one (21) days after publication of this notice to the District Manager's Office.

This public hearing may be continued to a date, time, and place to be specified on the record at the hearing without additional notice. If anyone chooses to appeal any decision of the Board with respect to any matter considered at a public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearing, staff or Supervisors may participate in the public hearing by speaker telephone.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 or 1-800-955-8770 for aid in contacting the District Office.

Davenport Road South Community
Development District
Jane Gaarlandt, District Manager
September 13, 2019 19-01665K

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

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City Of Davenport
1 South Allapaha Ave.
Davenport, Fl. 33837

ADDRESS SERVICE REQUESTED

For Billing inquiries, please call:
 (863) 419-3300
 utilityservices@mydavenport.org
 Office Hours: Monday-Friday 8:00 – 5:00
 After Hours (863) 419-3306
 Superintendent: pgill@mydavenport.org

ACCOUNT #	LOCATION #	PAY ID
9056	19003	6ZKA
BILL DATE	DUE DATE	TOTAL DUE
09/10/19	10/01/19	53.63

AUTOALL FOR AADC 326 30 AADC 115276AA10-A-1
 2544 1 AB 0.409



ORCHID GROVE LLC
 REC CENTER
 12051 CORPORATE BLVD ATTN ACCOUNTS PAYABLE
 ORLANDO FL 32817-1450



ACCOUNT #	SERVICE ADDRESS	BILLING PERIOD	BILL DATE	DUE DATE	TOTAL DUE	
9056	940 Orchid Blvd	08/05/19 to 09/04/19	09/10/19	10/01/19	53.63	
PREVIOUS DATE	CURRENT DATE	METER NUMBER	CONSUMPTION (100 gal)	YR. AGO	DESCRIPTION	CHARGE
08/05/19	09/05/19	5514 1548689338	0		WATER SERVICE - 1 1/2"	48.75
					TAXES	4.88
					CURRENT CHARGES	53.63
					TOTAL AMOUNT DUE	\$ 53.63

SPECIAL MESSAGES

TRASH, RECYCLE AND BULK ITEMS PICKED UP EVERY WEDNESDAY-
 PLEASE DONT PLACE CONSTRUCTION DEBRIS ON THE CURB, AND DON'T PLACE
 TRASH OUT 24 HOURS BEFORE PICK UP.

COMMISSION MEETINGS: THURSDAY SEPT 19th, MONDAY OCT. 7th AT 7:00PM

VISIT OUR WEBSITE FOR UPCOMING EVENTS : WWW.MYDAVENPORT.ORG
 ***NOTICE !!!!! ALL BILLS ARE DUE ON THE 1ST AND SUBJECT TO
 DISCONNECTION AFTER THE 10TH OF THE MONTH.

ENTERED SEP 23 2019

ayment
Coupon

**PLEASE RETURN THIS PORTION WITH YOUR PAYMENT
 MAKE YOUR CHECKS PAYABLE TO: CITY OF DAVENPORT**

ACCOUNT #	LOCATION #	PAY ID
9056	19003	6ZKA
BILL DATE	DUE DATE	TOTAL DUE
09/10/19	10/01/19	53.63

AMOUNT ENCLOSED

REMIT PAYMENT TO:

ORCHID GROVE LLC
 REC CENTER
 12051 CORPORATE BLVD ATTN ACCOUNTS PAYABLE
 ORLANDO FL 32817-1450



CITY OF DAVENPORT
 1 SOUTH ALLAPAHA AVE
 DAVENPORT FL 33837-4161



INVOICE

Customer	Davenport Road South Community Development District
Acct #	696
Date	09/13/2019
Customer Service	Charisse Bitner
Page	1 of 1

Davenport Road South Community Development District
 c/o PFM Group Consulting, LLC
 12051 Corporate Blvd.
 Orlando, FL 32817

Payment Information	
Invoice Summary	\$ 14,083.00
Payment Amount	
Payment for:	Invoice#9611
100119299	

Thank You

Please detach and return with payment



Customer: Davenport Road South Community Development District

Invoice	Effective	Transaction	Description	Amount
9611	10/01/2019	Renew policy	Policy #100119299 10/01/2019-10/01/2020 Florida Insurance Alliance General Liability - Renew policy Due Date: 9/13/2019	14,083.00

ENTERED SEP 23 2019

Total
\$ 14,083.00

Thank You

FOR PAYMENTS SENT OVERNIGHT:
 Egis Insurance Advisors LLC, Fifth Third Wholesale Lockbox, Lockbox #234021, 4900 W. 95th St Oaklawn, IL 60453

Remit Payment To: Egis Insurance Advisors, LLC Lockbox 234021 PO Box 84021 Chicago, IL 60689-4002	(321)233-9939 sclimer@egisadvisors.com	Date
		09/13/2019



**Florida
Insurance
Alliance™**

PREMIUM SUMMARY

**Davenport Road South Community Development District
c/o Fishkind & Associates, Inc.
12051 Corporate Blvd.
Orlando, FL 32817**

Term: October 1, 2019 to October 1, 2020

Quote Number: 100119299

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$8,445
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$3,101
Public Officials and Employment Practices Liability	\$2,537
TOTAL PREMIUM DUE	\$14,083

IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

Quote Subject To:

Davenport Road South Community Development District making their website ADA Compliant. If not completed, an ADA Exclusion will be added to the policy.

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



Davenport Road South
c/o Fishkind & Associates, Inc.
12051 Corporate Blvd
Orlando, FL 32817

Invoice

Invoice #:	24594
9/13/2019	

File: Davenport Road South

Davenport Road South

Services:	Amount
Conference Calls	10.27

ENTERED SEP 23 2019

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

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

Balance Due

\$10.27

invoice PAGE 10

INVOICE NUMBER 28299102
INVOICE DATE 08/26/2019
ACCOUNT NO. 85735742
DUE DATE 09/25/2019
TAX ID 58-2421656
AMOUNT DUE USD\$577.17

MODERATOR 84618295 - Jane Gaarlandt

LOCATION

BILLING REF# 1
BILLING REF# 4

BILLING REF# 2

BILLING REF# 3

CONF. NO	COST CENTER	CONF. DATE	CONF. TITLE / NAME / ANI	TIME	SERVICE	ACCESS TYPE	PERSONS	UNITS	RATE	CHARGE	TAX	CALL TOTAL
124777511		08/08/2019	2158456540	10:52AM - 11:08AM	GLOBALMEET® AUDIO	TOLL FREE	1	16	0.00/MIN	0.00	0.00	
		08/08/2019	18636197103	10:57AM - 11:44AM	GLOBALMEET® AUDIO	TOLL FREE	1	47	0.00/MIN	0.00	0.00	
		08/08/2019	17703789695	10:58AM - 11:13AM	GLOBALMEET® AUDIO	TOLL FREE	1	15	0.00/MIN	0.00	0.00	
		08/08/2019	18132441984	11:30AM - 11:33AM	GLOBALMEET® AUDIO	TOLL FREE	1	3	0.00/MIN	0.00	0.00	0.00
124777511		08/14/2019	14078080685	12:53PM - 1:02PM	GLOBALMEET® AUDIO	TOLL FREE	1	9	0.00/MIN	0.00	0.00	
		08/14/2019	2158456540	12:55PM - 1:02PM	GLOBALMEET® AUDIO	TOLL FREE	1	7	0.00/MIN	0.00	0.00	
		08/14/2019	13525053445	12:57PM - 2:44PM	GLOBALMEET® AUDIO	TOLL FREE	1	107	0.00/MIN	0.00	0.00	
		08/14/2019	13523184544	1:01PM - 1:05PM	GLOBALMEET® AUDIO	TOLL FREE	1	4	0.00/MIN	0.00	0.00	
		08/14/2019	13523184544	1:09PM - 1:18PM	GLOBALMEET® AUDIO	TOLL FREE	1	9	0.00/MIN	0.00	0.00	
		08/14/2019	14078080685	1:10PM - 2:31PM	GLOBALMEET® AUDIO	TOLL FREE	1	81	0.00/MIN	0.00	0.00	
		08/14/2019	2158456540	1:13PM - 2:44PM	GLOBALMEET® AUDIO	TOLL FREE	1	91	0.00/MIN	0.00	0.00	0.00
124777511		08/21/2019	2158456540	9:39AM - 10:32AM	GLOBALMEET® AUDIO	TOLL FREE	1	53	0.00/MIN	0.00	0.00	
		08/21/2019	17703789695	9:41AM - 10:52AM	GLOBALMEET® AUDIO	TOLL FREE	1	71	0.00/MIN	0.00	0.00	
		08/21/2019	18633243698	9:47AM - 10:52AM	GLOBALMEET® AUDIO	TOLL FREE	1	65	0.00/MIN	0.00	0.00	
		08/21/2019	2158456540	9:58AM - 10:52AM	GLOBALMEET® AUDIO	TOLL FREE	1	54	0.00/MIN	0.00	0.00	
		08/21/2019	18633243698	10:14AM - 10:31AM	GLOBALMEET® AUDIO	TOLL FREE	1	17	0.00/MIN	0.00	0.00	
		08/21/2019	18633243698	10:32AM - 10:52AM	GLOBALMEET® AUDIO	TOLL FREE	1	20	0.00/MIN	0.00	0.00	0.00
124777511		08/23/2019		8:57AM - 9:47AM	GLOBALMEET® AUDIO	TOLL FREE	1	50	0.00/MIN	0.00	0.00	
		08/23/2019	13862558171	8:57AM - 9:48AM	GLOBALMEET® AUDIO	TOLL FREE	1	51	0.00/MIN	0.00	0.00	
		08/23/2019	2158456540	8:59AM - 9:48AM	GLOBALMEET® AUDIO	TOLL FREE	1	49	0.00/MIN	0.00	0.00	0.00
124777511		08/23/2019	14074738395	10:55AM - 11:15AM	GLOBALMEET® AUDIO	TOLL FREE	1	20	0.00/MIN	0.00	0.00	
		08/23/2019	13862574100	10:55AM - 11:15AM	GLOBALMEET® AUDIO	TOLL FREE	1	20	0.00/MIN	0.00	0.00	
		08/23/2019	13862129206	10:57AM - 11:15AM	GLOBALMEET® AUDIO	TOLL FREE	1	18	0.00/MIN	0.00	0.00	
		08/23/2019	2158456540	10:58AM - 11:15AM	GLOBALMEET® AUDIO	TOLL FREE	1	17	0.00/MIN	0.00	0.00	
		08/23/2019	13867367700	10:59AM - 11:15AM	GLOBALMEET® AUDIO	TOLL FREE	1	16	0.00/MIN	0.00	0.00	0.00

Towne Bank

Finkel Woods

DAVIDSON ROAD SUITE 100

COLIBRI

PBR

*280/8-150
9333
10,000
1027*

TOTAL PRE-TAX 0.00
 TOTAL USF/OTHER 0.00
 TOTAL STATE TAX/OTHER 0.00
 TOTAL MODERATOR CHARGES USD\$0.00



Date	Invoice Number
September 9, 2019	105924
Payment Terms	Due Date
Upon Receipt	September 9, 2019

Bill To:
Davenport South Road Community Development
District
c/o PFM Group Consulting District Accounting
Department
12051 Corporate Blvd
Orlando, FL 32817
United States of America

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

Federal Tax ID: 81-1642478

Remittance Options:

Via ACH (preferred):

Via Wire:

Via Mail:

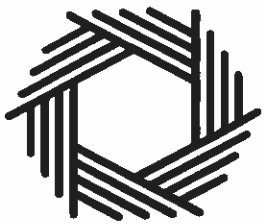
PFM Group Consulting LLC
PO Box 65126
Baltimore, MD 21264-5126
United States of America

RE: Billable expenses through July, 2019.

ENTERED SEP 23 2019

Expenses
Total Amount Due

\$954.16
\$954.16



pfm

Date	Invoice Number
September 9, 2019	105924
Payment Terms	Due Date
Upon Receipt	September 9, 2019

Expense Supporting Detail

Category	Worker	Transaction Date	Amount Billed
Gas (Rental Car)	Dexter Glasgow	03/14/19	\$5.84
Gas (Rental Car)	Dexter Glasgow	03/19/19	\$16.16
Gas (Rental Car)	Dexter Glasgow	04/03/19	\$12.34
Gas (Rental Car)	Dexter Glasgow	04/08/19	\$19.47
Gas (Rental Car)	Dexter Glasgow	04/18/19	\$6.22
Gas (Rental Car)	Dexter Glasgow	04/24/19	\$14.09
Gas (Rental Car)	Dexter Glasgow	05/09/19	\$14.48
Gas (Rental Car)	Dexter Glasgow	05/22/19	\$8.73
Gas (Rental Car)	Dexter Glasgow	06/12/19	\$23.50
Gas (Rental Car)	Dexter Glasgow	06/20/19	\$10.00
Gas (Rental Car)	Dexter Glasgow	06/27/19	\$12.88
Gas (Rental Car)	Dexter Glasgow	07/05/19	\$4.50
			Gas (Rental Car) \$148.21
Mileage Reimbursement	Dexter Glasgow	05/23/19	\$63.68
			Mileage Reimbursement \$63.68
Miscellaneous Expense	Dexter Glasgow	04/18/19 - maint	\$49.54
Miscellaneous Expense	Dexter Glasgow	04/18/19 - maint	\$6.38
Miscellaneous Expense	Dexter Glasgow	04/30/19 - Board to Clubhouse Bulletin board	\$384.87
			Miscellaneous Expense \$440.79
Rental Car	Dexter Glasgow	03/14/19	\$28.25
Rental Car	Dexter Glasgow	03/19/19	\$38.75
Rental Car	Dexter Glasgow	04/03/19	\$20.88
Rental Car	Dexter Glasgow	04/08/19	\$29.83
Rental Car	Dexter Glasgow	04/18/19	\$11.46
Rental Car	Dexter Glasgow	04/24/19	\$22.52
Rental Car	Dexter Glasgow	05/09/19	\$32.87
Rental Car	Dexter Glasgow	05/22/19	\$12.16
Rental Car	Dexter Glasgow	06/12/19	\$37.24
Rental Car	Dexter Glasgow	06/20/19	\$15.28
Rental Car	Dexter Glasgow	06/27/19	\$39.11
Rental Car	Dexter Glasgow	07/05/19	\$13.13
			Rental Car \$301.48
			Total Expenses: \$954.16

RaceTrac 265

10 Alafaya Woods Blvd.
Oviedo, FL 32765
(407) 366-4620

For Guest Experience, Comments

Please Call 888.636.5589

Or go to racetrac.com

(DUPLICATE RECEIPT)

Tax Description	Qty	Amount
-----------------	-----	--------

Unl-87	Pump 17	
3.000 G @ \$2.699/ G		\$8.10

As advertised. E20 Flex Fuel may be offered in place of E15 Gasoline

Sub Total	\$8.10
Tax:	\$0.00

Total \$8.10 (V)

Visa:	\$8.10
Change	\$0.00

Capture

Visa
XXXXXXXXXXXX9369
Swiped

04/04/2019 17:24:09

I agree to pay the
above Total Amount
according to Card
Issuer Agreement.

Term: JD12157159001
Appr: 00626A
Seq#: 010622

(DUPLICATE RECEIPT)

REG: 100CSH: ICR TRAN: 1178188
4/4/2019 5:24:26 PM
OFFER ON BACK
NO LONGER VALID

HOW ARE WE DOING?
GUEST@RACETRAC.COM

4/3/2019 14:26:0

Order Number:

Circle K 2709758
14000 Town Loop Blvd
Orlando FL 32837
(407) 240-1126

SHELL

14000 TOWN LOOP BLVD
ORLANDO FL
32837

Merch #: 57542485008

Appr: 03216A

Invoice #: 825877

UNL-REG

PUMP No. 16

Gallons 15.073

PRICE/G \$2.699

TOTAL FUEL \$40.68

TOTAL SALE \$40.68

VISA

XXXX XXXX XXXX 9369

Choose Shell U-Power
NITRO+ Premium
Gasoline.

Our best (most
advanced) fuel...

04/03/2019 14:23:14

THANK YOU
HAVE A NICE DAY



RaceTrac 601
11801 University Blv
Orlando , FL 32817
(407) 249-9215
For Guest Experience
Comments, Please
Call 888.636.5589 or
go to racetrac.com

Term: JD12086375001
Appr: 05459A
Seq#: 035824
PUMP No. 13
Grade: Un1-87
Gallons: 13.880 G
Price: \$2.709/Gal
Total Fuel: \$37.60
As advertised,
E20 Flex Fuel may be
offered in place of
E15 Gasoline
TOTAL SALE \$37.60
Visa \$37.60

Capture

Visa
XXXXXXXXXXXX9369
Swiped

04/01/2019 15:29:52

I agree to pay the
above Total Amount
according to Card
Issuer Agreement.

OFFER ON BACK
NO LONGER VALID

HOW ARE WE DOING?
GUEST@RACETRAC.COM
4/1/2019 15:31:59

① 8.10
② 40.68
③ 37.60

86.38 / 7
12.34

From: DoNotReply@erac.com
To: [Dexter Glasgow](#)
Subject: ENTERPRISE Rental Agreement 59KC7G
Date: Thursday, April 4, 2019 5:35:40 PM

EXTERNAL EMAIL: Use care with links and attachments.



RA #: 59KC7G

Renter: GLASGOW,DEXTER

Dates & Times	Location
Pickup Apr 01, 2019 9:26 AM	1441 ALAFAYA TRAIL OVIEDO, FL 32765-9171 4079714933
Return Apr 04, 2019 5:32 PM	1441 ALAFAYA TRAIL OVIEDO, FL 32765-9171 4079714933

Vehicle

Make/Model: HYUN/SANF
Color: WHITE
Mileage: 819
Fuel Out: 3/4 Fuel In: 7/8
License: JAIW45
Unit #: 7QJHK0 Vehicle #: JG541567

Charges	Price/Unit	Total
TIME & DISTANCE 04/01 - 04/04	4 @ \$31.34/DAY	\$125.36
FL WASTE TIRE & BATTERY FEE	4 @ \$0.02/DAY	\$0.08
SC REC - FL SURCHG RECOV	4 @ \$2.00/DAY	\$8.00
VEHICLE LICENSE FEE RECOVERY	4 @ \$0.80/DAY	\$3.20
SALES TAX	7.0000%	\$9.56
Total Charges:		\$146.20
Charge To:		VISA xxxx9369

2019-04-04 17:35:08

20.88

RaceTrac 265
10 Alafaya Woods Blv
Oviedo, FL 32765
(407) 366-4620
For Guest Experience
Comments, Please
Call 888.636.5589 or
go to racetrac.com

Term: JD12157159001
Addr: 01408Z
Seq#: 044403
PUMP No. 04
Grade: Uni-87
Gallons: 8.997 G
Price: \$2.599/Gal
Total Fuel: \$23.38
As advertised,
E20 Flex Fuel may be
offered in place of
E15 Gasoline
TOTAL SALE \$23.38
MasterCard \$23.38

Capture

MasterCard
XXXXXXXXXXXX2206
Swiped

4
5.84

03/14/2019 15:37:58
OFFER ON BACK
NO LONGER VALID

HOW ARE WE DOING?
GUEST@RACETRAC.COM
3/14/2019 15:39:34

Dexter Glasgow

From: Customerservice@enterprise.com
Sent: Thursday, March 14, 2019 3:57 PM
To: Dexter Glasgow
Subject: ENTERPRISE RENTAL AGREEMENT 53NP3N

ENTERPRISE LEASING COMPANY OF ORLANDO, 1441 ALAFAYA TRAIL, OVIEDO, FL 327659171 (407) 971-4933

RENTAL AGREEMENT REF#
2073 53NP3N

SUMMARY OF CHARGES

RENTER
GLASGOW, DEXTER

Charge Description	Date	Quantity	Per	Rate	Total
TIME & DISTANCE	03/13 - 03/14	2	DAY	\$50.00	\$100.00
REFUELING CHARGE	03/13 - 03/14				\$0.00
Subtotal:					\$100.00

DATE & TIME OUT
03/13/2019 09:07 AM
DATE & TIME IN
03/14/2019 03:55 PM

Taxes & Surcharges					
FL WASTE TIRE & BATTERY FEE	03/13 - 03/14	2	DAY	\$0.02	\$0.04
SALES TAX	03/13 - 03/14			7%	\$7.39
SC REC - FL SURCHG RECOV	03/13 - 03/14	2	DAY	\$2.00	\$4.00
VEHICLE LICENSE FEE RECOVERY	03/13 - 03/14	2	DAY	\$0.80	\$1.60
Total Charges:					\$113.03

BILLING CYCLE
24-HOUR

Bill-To / Deposits					
DEPOSITS					(\$113.03)

VEH #1 2018 CHEV MALI 1LT4
VIN# 1G1ZD5ST5JF153027
LIC# GHTD23
MILES DRIVEN 273

Total Amount Due \$0.00

RATE SOURCE ACCOUNT
FISHKIND & ASSOCIATES INC

PAYMENT INFORMATION
AMOUNT PAID \$113.03
TYPE Mastercard
CREDIT CARD NUMBER xxxxxxxxxxxx2206

\$28.25
4



1441 ALAFAYA TRAIL
OVIEDO, FL 32765-9171

Rental Agreement #: 5527D5
Bill Ref #: 9500-3154-5338
Invoice Date: 03/20/2019
Account #:

5527D5
9500-3154-5338
03/20/2019

BILL TO

DEXTER GLASGOW
216 LITTLE CREEK LN
WINTER SPRINGS, FL - 32708

RENTAL INFORMATION

Date/Time Out 03/18/2019 09:07 AM
Date/Time In 03/20/2019 04:06 PM

Renter
GLASGOW, DEXTER

RENTAL VEHICLES

Color	License	Model	Unit	Miles/Kms Out	Miles/Kms In
SILVER	LDHY68	RANGER	7RX4J6	2,127	2,676

VIN: 1FTR4EH8KLA05952

CLAIM INFORMATION

Claim# / PO# / RO#	Insured

Date of Loss	Type of Loss	Type of Vehicle	Repair Shop

BILLING DETAIL

Description	Qty/Per	Rate	Amount
TIME & DISTANCE	3 DAY	47.50	142.50

Subtotal 142.50

3 DAY 0.02 0.06

VEHICLE LICENSE FEE RECOVERY 3 DAY 0.80 2.40

SALES TAX PCT 7.00 10.15

Total Charges (USD) 155.11

PAYMENTS

Payment Visa -155.11

Total Payments (USD) -155.11

Amount Due (USD) 0.00

Individual line item charges such as rental rates for Time and Distance, percentage-based charges (e.g. sales taxes and fees or surcharges), and charges divided between multiple parties may be rounded up or down a whole cent to ensure that the charges equal the actual Total Amount Due and/or to avoid fractional cents.

4
38.75

For Billing Inquiries / Payment Terms :

Tel#: 4074477999
ORLARADMIN@EHI.COM
Payment Due within days of invoice date
Late payments are subject to a finance charge.



Thank You For Choosing Enterprise

Please Return This Portion With Remittance		Amount Due (USD)	0.00
Remit To : ENTERPRISE RENT-A-CAR 5442 HOFFNER AVE ORLANDO, FL 32812		Paid By: DEXTER GLASGOW 216 LITTLE CREEK LN WINTER SPRINGS, FL 32708	
Fed Tax Id: 59-1356140	Account #	Rental Agreement 5527D5	Amount 0.00 GPBR 0762

RaceTrac 601
11801 University Blv
Orlando , FL 32817
(407) 249-9215
For Guest Experience
Comments, Please
Call 888.638.5589 or
go to racetrac.com

Term: JD12086375001
Appr: 08140A
Seq#: 017988
PUMP No. 16
Grade: Unl-87
Gallons: 12.000 G
Price: \$2.539/Gal
Total Fuel: \$30.47
As advertised,
E20 Flex Fuel may be
offered in place of
E15 Gasoline
TOTAL SALE \$30.47
Visa \$30.47

Capture



Visa
XXXXXXXXXXXX9369
Swiped

03/20/2019 10:06:41

I agree to pay the
above Total Amount
according to Card
Issuer Agreement.
OFFER ON BACK
NO LONGER VALID

HOW ARE WE DOING?
GUEST@RACETRAC.COM
3/20/2019 10:08:28

Wawa #5118
3000 N. Alafaya
Oviedo FL 32765

3/19/2019 8:34:17 AM
Term: JD12067146001
Appr: 06504A
Seq#: 047897
Product: Unleaded
Pump Gallons Price
10 11.428 \$2.549
Total Sale \$29.13
Capture

Visa
XXXXXXXXXXXX9369
Swiped

03/19/2019 08:32:33

I agree to pay the
above Total Amount
according to Card
Issuer Agreement.

YOUR OPINION MATTERS

Tell us about your
experience at
* MyWawaVisit.com *
Take our survey for
a chance to win
Wawa swag
gift baskets and
gift cards valued
at up to \$500!
Disponibile
en Espanol

Survey Code: 1495271

Store Number:05118

Please respond
within 5 days
NO PURCHASE
NECESSARY
See rules at website

① 30.47
② 5.06
③ 29.13

64.66 / 4
16.16

RaceTrac 265
10 Alafaya Woods Blv
Oviedo, FL 32765
(407) 366-4620
For Guest Experience
Comments, Please
Call 888.636.5589 or
go to racetrac.com

Term: JD12157159001
Appr: 09742A
Seq#: 053346
PUMP No. 01
Grade: Uni-87
Gallons: 2.000 G
Price: \$2.529/Gal
Total Fuel: \$5.06
As advertised,
E20 Flex Fuel may be
offered in place of
E15 Gasoline
TOTAL SALE \$5.06
Visa \$5.06

(2)

Capture

Visa
XXXXXXXXXXXX9369
Swiped

03/20/2019 15:50:50
OFFER ON BACK
NO LONGER VALID

HOW ARE WE DOING?
GUEST@RACETRAC.COM
3/20/2019 15:51:47

From: DoNotReply@erac.com
To: [Dexter Glasgow](#)
Subject: ENTERPRISE Rental Agreement 5CVZ64
Date: Wednesday, April 10, 2019 9:47:43 AM

EXTERNAL EMAIL: Use care with links and attachments.



RA #: 5CVZ64

Renter: GLASGOW,DEXTER

Dates & Times	Location
Pickup Apr 08, 2019 9:48 AM	1441 ALAFAYA TRAIL OVIEDO, FL 32765-9171 4079714933
Return Apr 10, 2019 9:41 AM	1441 ALAFAYA TRAIL OVIEDO, FL 32765-9171 4079714933

Vehicle

Make/Model: FORD/F25C

Color: WHITE

Mileage: 429

Fuel Out: Full

Fuel In: Full

License: LHNP90

Unit #: 7S85C8

Vehicle #: KEE34595

Charges	Price/Unit	Total
TIME & DISTANCE 04/08 - 04/10	2 @ \$40.99/DAY	\$81.98
FL WASTE TIRE & BATTERY FEE	2 @ \$0.02/DAY	\$0.04
VEHICLE LICENSE FEE RECOVERY	2 @ \$0.80/DAY	\$1.60
SALES TAX	7.0000%	\$5.85
Total Charges:		\$89.47
Charge To:		VISA xxxx9369

2019-04-10 09:47:15

3
\$29.83

RaceTrac 265

10 Alafaya Woods Blvd.
Oviedo, FL 32765
(407) 366-4620

For Guest Experience, Comments

Please Call 888.636.5589

Or go to racetrac.com

(DUPLICATE RECEIPT)

Tax Description	Qty	Amount
-----------------	-----	--------

Unl-87	Pump 20	
3.003 G @ \$2.799/ G		\$8.41

As advertised, E20 Flex Fuel may be
offered in place of E15 Gasoline

Sub Total \$8.41

Tax: \$0.00

Total \$8.41

Visa: \$8.41

Change \$0.00

Capture

Visa

XXXXXXXXXXXX9369

Swiped

①

04/10/2019 09:24:48

I agree to pay the
above Total Amount
according to Card
Issuer Agreement.

Term: JD12157159001

Appr: 01216A

Seq#: 019411

(DUPLICATE RECEIPT)

REG: 100CSH: ICR TRAN: 1192523

4/10/2019 9:25:04 AM

OFFER ON BACK
NO LONGER VALID

HOW ARE WE DOING?
GUEST@RACETRAC.COM

RaceTrac 283
38425 US Highway 27
Davenport , FL 33837

For Guest Experience
Comments, Please
Call 888.636.5589 or
go to racetrac.com

Term: JD12397455001
Appr: 03129A
Seq#: 057070
PUMP No. 08
Grade: Unl-87
Gallons: 17.862 G
Price: \$2.799/Gal
Total Fuel: \$50.00
As advertised,
E20 Flex Fuel may be
offered in place of
E15 Gasoline
TOTAL SALE \$50.00
Visa \$50.00

① 8.41
② 50.00

58.41/3
\$ 19.47

Capture

Visa
XXXXXXXXXXXX9369
Swiped

04/08/2019 12:18:44
OFFER ON BACK
NO LONGER VALID

HOW ARE WE DOING?
GUEST@RACETRAC.COM
4/8/2019 12:21:57

51

** ICR RECEIPT **

7-ELEVEN

8250 WORLD CENTER DRI

ORLANDO FL 328215404

4072391157

STORE#: 29775

CHECK OUT OUR \$1 VALUE MENU

TRY OUR NEW DORITOS LOADED!

D# 2 RUL		
14.269 GAL @ 2.689 /GAL		38.37
CREDIT	PREPAY	38.37

SUBTOTAL	38.37
TOTAL DUE	38.37
VISA	38.37

②

GLASGOW/DEXTERR
 ACCT#: *****9369
 APPROVAL#: 02131A AUTH CODE: 0
 APPROVAL TIME: 112857
 ENTRY: SWIPE
 STORE # 29775
 TERM# : 00072977541 08
 REF# : 92000 59 020 6

PLEASE COME AGAIN, BRING A FRIEND
LAK GREWAL, FRANCHISE OWNER

**** REPRINT ****

T#03 OP TRN2028359 04/22/2019 11:31 am

RaceTrac 601
11801 University Blv
Orlando , FL 32817
(407) 249-9215
For Guest Experience
Comments, Please
Call 888.636.5589 or
go to racetrac.com

Term: JD12086375001
Appr: 09823A
Seq#: 003010
PUMP No. 19
Grade: Unl-87
Gallons: 14.211 G
Price: \$2.659/Gal
Total Fuel: \$37.79
As advertised,
E20 Flex Fuel may be
offered in place of
E15 Gasoline
TOTAL SALE \$37.79
Visa \$37.79

①

Capture

Visa
XXXXXXXXXXXX9369
Swiped

04/23/2019 17:16:07

I agree to pay the
above Total Amount
according to Card
Issuer Agreement.

OFFER ON BACK
NO LONGER VALID

HOW ARE WE DOING?
GUEST@RACETRAC.COM
4/23/2019 17:19:34

RaceTrac 601
11801 University Blv
Orlando , FL 32817
(407) 249-9215
For Guest Experience
Comments, Please
Call 888.636.5589 or
go to racetrac.com

Term: JD12086375001
Appr: 05211A
Seq#: 004456
PUMP No. 17
Grade: Unl-87
Gallons: 8.451 G
Price: \$2.659/Gal
Total Fuel: \$22.47
As advertised,
E20 Flex Fuel may be
offered in place of
E15 Gasoline
TOTAL SALE \$22.47
Visa \$22.47

① 37.79
② 38.37
③ 22.47

98.63/7
\$14.09

Capture

Visa
XXXXXXXXXXXX9369
Swiped

04/24/2019 17:25:10

I agree to pay the
above Total Amount
according to Card
Issuer Agreement.

OFFER ON BACK
NO LONGER VALID

HOW ARE WE DOING?
GUEST@RACETRAC.COM
4/24/2019 17:26:55

RaceTrac 265
10 Alafaya Woods Biv
Oviedo, FL 32765
(407) 366-4620
For Guest Experience
Comments, Please
Call 888.636.5589 or
80 to racetrac.com

Term: JD12157159001
Appr: 02805A
Seq#: 033209
PUMP No. 08
Grade: Unl-87
Gallons: 9.118 G
Price: \$2.729/Gal
Total Fuel: \$24.88
AS advertised,
E20 Flex Fuel may be
offered in place of
E15 Gasoline
TOTAL SALE \$24.88
Visa \$24.88

Capture
Visa
XXXXXXXXXXXX9369
Swiped

4
\$6.22

04/18/2019 17:02:55

I agree to pay the
above Total Amount
according to Card
Issuer Agreement.
OFFER ON BACK
NO LONGER VALID

HOW ARE WE DOING?
GUEST@RACETRAC.COM
4/18/2019 17:04:46

From: Customerservice@enterprise.com
To: [Dexter Glasgow](#)
Subject: ENTERPRISE RENTAL AGREEMENT 5J83P7
Date: Thursday, April 25, 2019 5:28:33 PM

EXTERNAL EMAIL: Use care with links and attachments.

**ENTERPRISE LEASING COMPANY OF ORLANDO, 1441 ALAFAYA TRAIL, OVIEDO, FL 327659171 (407)
 971-4933**

RENTAL AGREEMENT REF#
 3320 5J83P7

SUMMARY OF CHARGES

RENTER	Charge Description	Date	Quantity	Per	Rate	Total
GLASGOW, DEXTER	TIME & DISTANCE	04/22 - 04/25	4	DAY	\$34.00	\$136.00
	REFUELING CHARGE	04/22 - 04/25				\$0.00
	Subtotal:					\$136.00

DATE & TIME OUT
 04/22/2019 10:23 AM
DATE & TIME IN
 04/25/2019 05:25 PM

Taxes & Surcharges						
	FL WASTE TIRE & BATTERY FEE	04/22 - 04/25	4	DAY	\$0.02	\$0.08
	SALES TAX	04/22 - 04/25			7%	\$10.31
	SC REC - FL SURCHG	04/22 - 04/25	4	DAY	\$2.00	\$8.00
	RECOV					
	VEHICLE LICENSE FEE	04/22 - 04/25	4	DAY	\$0.80	\$3.20
	RECOVERY					
	Total Charges:					\$157.59

BILLING CYCLE
 24-HOUR

VEH
#1 2019 NISN ROGU SV2W
 VIN# KNMAT2MTXKP504903
 LIC# EVZW18
 MILES DRIVEN995

Bill-To / Deposits
 DEPOSITS (\$157.59)

Total Amount Due **\$0.00**

RATE SOURCE ACCOUNT
 PUBLIC FINANCIAL
 MANAGEMENT

PAYMENT INFORMATION
AMOUNT PAID \$157.59 **TYPE** Visa **CREDIT CARD NUMBER** xxxxxxxxxxxx9369

17
 22.52



LOWE'S HOME CENTERS, LLC
37051 US HIGHWAY 27
HAINES CITY, FL 33844 (863) 422-9116

- SALE -

SALES#: FSTLANE3 13 TRANS#: 6605306 04-18-19

63241 HM METAL SNAP HOOK WITH R 1.97
63250 1-1/2IN SPLIT RING 1.48
33281 HM #95 SCHLAGE 6-PIN BRAS 42.84
18 @ 2.38

SUBTOTAL: 46.29
TAX: 3.25
INVOICE 06788 TOTAL: 49.54
M/C: 49.54

M/C: XXXXXXXXXXXX4006 AMOUNT:49.54 AUTHCD: 123616

CHIP REFID:270206172492 04/18/19 12:33:08

CUSTOMER CODE: h011 h111 cdd

APL: Mastercard TVR: 000008000

AID: A000000041010 TSI: E800

STORE: 2702 TERMINAL: 06 04/18/19 12:35:06

OF ITEMS PURCHASED: 20

EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.
SEE REVERSE SIDE FOR RETURN POLICY.
STORE MANAGER: APRIL MCCURRY

LOWE'S PRICE MATCH GUARANTEE
FOR MORE DETAILS, VISIT LOWES.COM/PRICEMATCH

* YOUR OPINIONS COUNT! *
* REGISTER FOR A CHANCE TO BE *
* ONE OF FIVE \$300 WINNERS DRAWN MONTHLY! *
* I REGISTRESE EN EL SORTEO MENSUAL *
* PARA SER UNO DE LOS CINCO GANADORES DE \$300! *
* *
* REGISTER BY COMPLETING A GUEST SATISFACTION SURVEY *
* WITHIN ONE WEEK AT: www.lowes.com/survey *
* Y O U R I D #06788 2702 108 *
* *
* NO PURCHASE NECESSARY TO ENTER OR WIN. *
* VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER. *
* OFFICIAL RULES & WINNERS AT: www.lowes.com/survey *

STORE: 2702 TERMINAL: 06 04/18/19 12:35:06

0

Welcome to Wawa #5230

Phone: 863-840-9069

43582 Highway 27

Davenport, FL 33837

5/8/2019 10:08:06 AM Trx # 3462090

Register #100 Cashier: ICR

Customer Copy / Duplicated Receipt

Total: \$42.85

Qty

Term: JD12397880001

Appr: 00490A

Seq#: 002548

Pay at Pump Sale

Pump #: 16 Unleaded

15.876 Gallons @ \$2.699/Gal \$42.85

Sub-Total \$42.85

Tax: \$0.00

Total: \$42.85

Visa: \$42.85

Change: \$0.00

①

Capture

Visa

XXXXXXXXXXXX9369

Swiped

05/08/2019 10:07:53

I agree to pay the
above Total Amount
according to Card
Issuer Agreement.

* YOUR OPINION MATTERS! *

* Tell us about your experience at *

* www.MyWawaVisit.com *

* Take our survey for a chance to win *

* Wawa swag gift baskets and *

* gift cards valued at up to \$500! *

* Disponible en Espanol *

* Survey Code: 3462090 *

* Store Number: 05230 *

Please respond within 5 days

NO PURCHASE NECESSARY

See rules on website



LOWE'S HOME CENTERS, LLC
37051 US HIGHWAY 27
HAINES CITY, FL 33844 (863) 422-9116

- SALE -

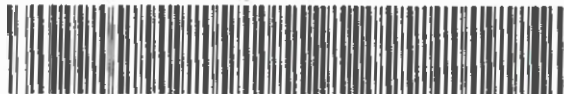
SALESM: FSTLANE4 13 TRANSN: 7602436 04-18-19

750075 HM 6-CT 1-1/4 IN COLOR PA 5.96
2 @ 2.98

SUBTOTAL: 5.96
TAX: 0.42
INVOICE 07875 TOTAL: 6.38
M/C: 6.38

M/C: XXXXXXXXXXXX4006 AMOUNT:6.38 AUTHCD: 114754
CHIP REFID:270207153329 04/18/19 11:46:56
CUSTOMER CODE: holly hill cdd
APL: Mastercard TVR: 0000008000
AID: A0000000041010 TSI: E800

STORE: 2702 TERMINAL: 07 04/18/19 11:47:16
OF ITEMS PURCHASED: 2
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.
SEE REVERSE SIDE FOR RETURN POLICY.
STORE MANAGER: APRIL MCCURRY

LOWE'S PRICE MATCH GUARANTEE
FOR MORE DETAILS, VISIT LOWES.COM/PRICEMATCH

* YOUR OPINIONS COUNT! *
* REGISTER FOR A CHANCE TO BE *
* ONE OF FIVE \$300 WINNERS DRAWN MONTHLY! *
* ¡REGISTRESE EN EL SORTEO MENSUAL *
* PARA SER UNO DE LOS CINCO GANADORES DE \$300! *
* *
* REGISTER BY COMPLETING A GUEST SATISFACTION SURVEY *
* WITHIN ONE WEEK AT: www.lowes.com/survey *
* Y O U R I D #07875 2702 108 *
* *
* NO PURCHASE NECESSARY TO ENTER OR WIN. *
* VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER. *
* OFFICIAL RULES & WINNERS AT: www.lowes.com/survey *

STORE: 2702 TERMINAL: 07 04/18/19 11:47:16

Wawa #5118
3000 N. Alafaya
Oviedo FL 32765

5/7/2019 10:24:27 A
Term: JD12067146001
Appr: 04213A
Seq#: 009629
Product: Unleaded
Pump Gallons Price
03 16.331 \$2.699
Total Sale \$44.08
Capture

Visa
XXXXXXXXXXXX9369
Swiped

05 07/2019 10:22:11

I agree to pay the
above Total Amount
according to Card
Issuer Agreement.

YOUR OPINION MATTERS

Tell us about your
experience at
* MyWawaVisit.com *
Take our survey for
a chance to win
Wawa swag
gift baskets and
gift cards valued
at up to \$500!

Disponible
en Espanol

Survey Code: 1514068

Store Number:05118

Please respond
within 5 days
NO PURCHASE
NECESSARY
See rules at website

① - 42.85
② 44.08

86.93/6
14.48

From: DoNotReply@erac.com
To: [Dexter Glasgow](#)
Subject: ENTERPRISE Rental Agreement 5P74FQ
Date: Friday, May 10, 2019 8:25:40 AM

EXTERNAL EMAIL: Use care with links and attachments.



RA #: 5P74FQ

Renter: GLASGOW,DEXTER

Dates & Times	Location
Pickup May 07, 2019 9:52 AM	1441 ALAFAYA TRAIL OVIEDO, FL 32765-9171 4079714933
Return May 10, 2019 8:22 AM	1441 ALAFAYA TRAIL OVIEDO, FL 32765-9171 4079714933

Vehicle	
Make/Model: FORD/F15C Color: SILVER Mileage: 769 Fuel Out: 7/8 License: LDHN57 Unit #: 7RY8H8	Fuel In: 7/8 Vehicle #: KFA64436

Charges	Price/Unit	Total
TIME & DISTANCE 05/07 - 05/10	3 @ \$41.00/DAY	\$123.00
FL WASTE TIRE & BATTERY FEE	3 @ \$0.02/DAY	\$0.06
VEHICLE LICENSE FEE RECOVERY	3 @ \$0.80/DAY	\$2.40
SALES TAX	7.0000%	\$8.78

Optional Products And Protections Accepted

DAMAGE WAIVER	3 @ \$20.99/DAY	\$62.97
Total Charges:		\$197.21
Charge To:	VISA xxxx9369	

2019-05-10 08:25:24

\$32.87 ✓ 6



SCHOOL OUTFITTERS

www.schooloutfitters.com
1-800-260-2776
3736 Regent Ave.
Cincinnati, Ohio 45212-3724

For assistance, please contact:

Jason Rapp
Phone: 866-619-0260
Fax: 866-619-0261
jason.rapp@schooloutfitters.com

Payment Receipt

Order # ORD11192698

Apr 30, 2019
Page 1 of 1

Bill To The North Blvd Community Development District Dexter Glasgow 12051 Corporate Blvd Orlando, FL 32817-1450 USA Phone: 1 (407) 723-5928 Fax: Email: Glasgowd@pfm.com	Ship To The North Blvd Community Development District Dexter Glasgow 12051 Corporate Blvd Orlando, FL 32817-1450 USA Phone: 1 (407) 723-5928 Fax: Email: Glasgowd@pfm.com
--	--

SKU #	Description	Qty	List	% off	Your Price	Ext. Price
1. NOR-ATA-1001-S O	OUTDOOR/INDOOR ENLCOSED CORK BULLETIN BOARD W/ TWO DOORS (4' W X 3' H)	3	\$502.50	31.36%	\$344.88	\$1,034.64

Shipping & Handling Breakdown

Items shipping from: Shipping Via:

Norwood Commercial Furniture	SOUTHEASTERN FREIGHT LINES
------------------------------	----------------------------

Product SubTotal:	\$1,034.64
Shipping & Handling:	\$119.99
Sales Tax:	\$0.00
Grand Total:	\$1,154.63

Total Charged: \$1,154.63

13
\$ 344.87

Payment Information	
Date Received	4/30/2019
Payment Method	Credit Card
Name on Card	dexter glasgow
Type of Card	Master
C.C. / Check Number	XXXX-XXXX-XXXX-4006
Exp	11/22
Transaction ID	5566485560496496604080
Purchase Order No.	

If you are paying with a credit card, your card will be charged the day you order. In cases where your order does not ship immediately, this would be considered a prepayment.

Important notes about this order:

Please contact your Florida account manager Jason Rapp at 866-619-0260 or jason.rapp@schooloutfitters.com for additional information. I am here to help you find the right solutions for your business and learning environments.

Thank you for your business.

RENTAL FOR MAY 22, 2019

Rental Agreement #: 5V5597

Customer Service: 855-287-4216

PICK-UP

Oviedo Automation Collision 22 May 2019
 Oviedo, FL 8:52 AM
 +1 407-971-4933

**RETURN**

Oviedo Automation Collision 23 May 2019
 Oviedo, FL 9:00 AM
 +1 407-971-4933

FINAL TOTAL (USD)

\$60.80**RENTAL CHARGES****VEHICLE**

TIME & DISTANCE	\$ 54.00 / day	\$ 54.00
-----------------	----------------	----------

EXTRAS

REFUELING CHARGE	\$ 0.00 / gallon	Fee Waived
------------------	------------------	------------

TAXES & FEES

SALES TAX		\$ 3.98
-----------	--	---------

	\$ 0.02 / day	\$ 0.02
--	---------------	---------

SC REC - FL SURCHG RECOV	\$ 2.00 / day	\$ 2.00
--------------------------	---------------	---------

VEHICLE LICENSE FEE RECOVERY	\$ 0.80 / day	\$ 0.80
------------------------------	---------------	---------

TOTAL

total (USD)		\$ 60.80
-------------	--	----------

12.16
 5

RENTER DETAILS

Name: DEXTER GLASGOW

Member #: WSJ872R

Address On File:LITTLE CREE....

.....,

Account Name: Public Financial Management

VEHICLE DETAILS

Class Driven: MVAR

Class Charged: MVAR

Make/Model: CHRY PACI

License Plate: JBIT45

DISTANCE

Odometer Start: 34320 Miles

Odometer End: 35912 Miles

Distance Driven: 1592 Miles

Thank you for choosing Enterprise.

Wawa #5118
3000 N. Alafaya
Oviedo FL 32765

6/12/2019 8:51:45 AM
Term: JD12067146001
Appr: 00493A
Seq#: 007813
Product: Unleaded
Pump Gallons Price
10 18.758 \$2.479
Total Sale \$46.50
Capture

Visa
XXXXXXXXXXXX9369
Swiped

12
23.50

06/12/2019 08:49:01

I agree to pay the
above Total Amount
according to Card
Issuer Agreement.

YOUR OPINION MATTERS
Tell us about your
experience at
* MyWawaVisit.com *
Take our survey for
a chance to win
Wawa swag
gift baskets and
gift cards valued
at up to \$500!
Disponible
en Espanol

Survey Code: 1526849
Store Number:05118

Please respond
within 5 days
NO PURCHASE
NECESSARY
See rules at website

Wawa #5118
3000 N. Alafaya
Oviedo FL 32765

5/22/2019 9:09:54 AM
Term: JD12067146001
Appr: 01308A
Seq#: 036045
Product: Unleaded
Pump Gallons Price
12 17.497 \$2.499
Total Sale \$43.73
Capture

5
\$43.73

Visa
XXXXXXXXXXXX9369
Swiped

05/22/2019 09:07:34

I agree to pay the
above Total Amount
according to Card
Issuer Agreement.

YOUR OPINION MATTERS

Tell us about your
experience at
* MyWawaVisit.com *
Take our survey for
a chance to win
Wawa swag
gift baskets and
gift cards valued
at up to \$500!
Disponibile
en Espanol

Survey Code: 1519460

Store Number:05118

Please respond
within 5 days
NO PURCHASE
NECESSARY
See rules at website

RENTAL FOR JUN 12, 2019

Rental Agreement #: 6206KG

Customer Service: 855-287-4216

PICK-UP

Oviedo Autonation Collision 12 Jun 2019
Oviedo, FL 8 33 AM
+1 407-971-4933



RETURN

Oviedo Autonation Collision 13 Jun 2019
Oviedo, FL 1:14 PM
+1 407-971-4933

FINAL TOTAL (USD)

\$74.51

RENTAL CHARGES

VEHICLE

TIME & DISTANCE \$ 34.00 / day \$ 68.00

EXTRAS

REFUELING CHARGE \$ 0.00 / rental Fee Waived

TAXES & FEES

SALES TAX \$ 4.87

\$ 0.02 / day \$ 0.04

VEHICLE LICENSE FEE RECOVERY \$ 0.80 / day \$ 1.60

TOTAL

total (USD) **\$ 74.51**

RENTER DETAILS

Name: DEXTER GLASGOW

Member #: WSJ872R

Address On File:LITTLE CREE....

.....,

Account Name Public Financial Management

VEHICLE DETAILS

Class Driven: PPAR

Class Charged: SCAR

Make/Model: FORD F150

License Plate: LDIW38

DISTANCE

Odometer Start: 9666 Miles

Odometer End: 10052 Miles

Distance Driven: 386 Miles

Thank you for choosing Enterprise.

RaceTrac 2343
32886 U.S. Hwy 27
Haines Cit, FL 33844
863-419-0582
For Guest Experience
Comments, Please
Call 888.636.5589 or
go to racetrac.com

Term: JD12335589003
Appr: 02099A
Seq#: 007516
PUMP No. 14
Grade: Unl-87
Gallons: 13.047 G
Price: \$2.299/Gal
Total Fuel: \$30.00

As advertised,
E20 Flex Fuel may be
offered in place of
E15 Gasoline

TOTAL SALE \$30.00
Visa \$30.00

Capture

Visa
XXXXXXXXXXXX9369
Swiped

3
10.00

06/20/2019 11:15:11
Download our app!

HOW ARE WE DOING?
GUEST@RACETRAC.COM
6/20/2019 11:17:33

RENTAL FOR JUN 20, 2019

Rental Agreement #: 64SLN2

Customer Service: 855-287-4216

PICK-UP Oviedo Autonation Collision Oviedo, FL +1 407-971-4933	20 Jun 2019 9:11 AM	→	RETURN Oviedo Autonation Collision Oviedo, FL +1 407-971-4933	20 Jun 2019 3:21 PM
FINAL TOTAL (USD)		\$45.82		

RENTAL CHARGES

VEHICLE		
TIME & DISTANCE	\$ 40.00 / day	\$ 40.00
EXTRAS		
REFUELING CHARGE	\$ 0.00 / rental	Fee Waived
TAXES & FEES		
SALES TAX		\$ 3.00
	\$ 0.02 / day	\$ 0.02
SC REC - FL SURCHG RECOV	\$ 2.00 / day	\$ 2.00
VEHICLE LICENSE FEE RECOVERY	\$ 0.80 / day	\$ 0.80
TOTAL		
total (USD)		\$ 45.82

RENTER DETAILS

Name:	DEXTER GLASGOW
Member #:	WSJ872R
Address On File:LITTLE CREE....,
Account Name	Public Financial Management

VEHICLE DETAILS

Class Driven:	PXAR
Class Charged:	FCAR
Make/Model:	CHEV IMPA
License Plate:	S752559

DISTANCE

Odometer Start:	19426 Miles
Odometer End:	19569 Miles
Distance Driven:	143 Miles

15.26
/3

Thank you for choosing Enterprise.

RaceTrac 283
38425 US Highway 27
Davenport , FL 33837

For Guest Experience
Comments, Please
Call 888.636.5589 or
go to racetrac.com

Term: JD12397455001
Appr: 04416A
Seq#: 014610
PUMP No. 12
Grade: Unl-87
Gallons: 15.589 G
Price: \$2.479/Gal
Total Fuel: \$38.65

As advertised,
E20 Flex Fuel may be
offered in place of
E15 Gasoline

TOTAL SALE \$38.65
Visa \$38.65

Capture

Visa
XXXXXXXXXXXX9369
Swiped

1/3
12.88

06/27/2019 14:22:22
Download our app!

HOW ARE WE DOING?
GUEST@RACETRAC.COM
6/27/2019 14:24:56

RENTAL FOR JUN 27, 2019

Rental Agreement #: 676F5Q

Customer Service: 855-287-4216

PICK-UP

Oviedo Automation Collision 27 Jun 2019
Oviedo, FL 9:15 AM
+1 407-971-4933



RETURN

Oviedo Automation Collision 28 Jun 2019
Oviedo, FL 3:49 PM
+1 407-971-4933

FINAL TOTAL (USD)

\$117.31

RENTAL CHARGES

VEHICLE

TIME & DISTANCE \$ 54.00 / day \$ 108.00

EXTRAS

REFUELING CHARGE \$ 0.00 / gallon Fee Waived

TAXES & FEES

SALES TAX \$ 7.67

\$ 0.02 / day \$ 0.04

VEHICLE LICENSE FEE RECOVERY \$ 0.80 / day \$ 1.60

TOTAL

total (USD) \$ 117.31

39.11

1/3

RENTER DETAILS

Name: DEXTER GLASGOW

Member #: WSJ872R

Address On File: ****LITTLE CREE****
.....,

Account Name Public Financial Management

VEHICLE DETAILS

Class Driven: SPAR

Class Charged: SFAR

Make/Model: GMC CANC

License Plate: LKZP78

DISTANCE

Odometer Start: 23 Miles

Odometer End: 249 Miles

Distance Driven: 226 Miles

Thank you for choosing Enterprise.

RaceTrac 265
10 Alafaya Woods Blv
Oviedo, FL 32765
(407) 366-4620
For Guest Experience
Comments, Please
Call 888.636.5589 or
go to racetrac.com

Term: JD12157159001
Appr: 04139A
Seq#: 026124
PUMP No.
Grade:
Gallons: 5.25 G
Price: \$2.649/Gal
Total Fuel: \$13.50
As advertised.
E20 Flex Fuel
offered in place of
E15 Gasoline
TOTAL SALE \$13.50
Visa \$13.50

Capture

Visa
XXXXXXXXXXXX9369
Swiped

13
4.50

07/05/2019 16:00:22

I agree to pay the
above Total Amount
according to Card
Issuer Agreement.
Download our app!

HOW ARE WE DOING?
GUEST@RACETRAC.COM
7/5/2019 16:01:54

RENTAL FOR JUL 05, 2019

Rental Agreement #: 69T5BS

 Customer Service: 855-287-4216

Oviedo Automation Collision Oviedo, FL +1 407-971-4933	05 Jul 2019 9 53 AM	Oviedo Automation Collision Oviedo, FL +1 407-971-4933	05 Jul 2019 4 49 PM
--	------------------------	--	------------------------

RENTAL CHARGES

RENTER DETAILS

VEHICLE		
TIME & DISTANCE	\$ 34.00 / day	\$ 34.00
EXTRAS		
REFUELING CHARGE	\$ 0.00 / rental	Fee Waived
TAXES & FEES		
SALES TAX		\$ 2.58
	\$ 0.02 / day	\$ 0.02
SC REC - FL SURCHG RECOV	\$ 2.00 / day	\$ 2.00
VEHICLE LICENSE FEE RECOVERY	\$ 0.80 / day	\$ 0.80
TOTAL		
total (USD)		\$ 39.40

Name:	DEX ER GLASGOW
Member #:	WSJ872R
Address On File:LITTLE CREE....
Account Name	Public Financial Management

VEHICLE DETAILS

Class Driven:	FCAR
Class Charged:	SCAR
Make/Model:	TOYO CAMR
License Plate:	GIAF41

DISTANCE

Odometer Start:	34882 Miles
Odometer End:	35003 Miles
Distance Driven:	121 Miles

13.13

Thank you for choosing Enterprise.

**DAVENPORT ROAD SOUTH
COMMUNITY DEVELOPMENT DISTRICT**


Payment Authorization FY 19 #25

9/30/2019

Item No.	Payee	Invoice Number	General Fund FY19	General Fund FY20
1	Business Observer Legal Advertising 4/19/19	19-00732K	\$ 41.56	
2	Hopping Green & Sams District Counsel Through 8/31/19	109834	\$ 2,130.35	
3	PFM Group Consulting LLC September 2019 District Management Fee	DM-09-2019-0016	\$ 1,666.67	
	September 2019 Website Fee	DM-09-2019-0017	\$ 75.00	
	FY20 Tax Roll Preparation and Submission	OE-TR-00007		\$ 7,500.00
	August 2019 Copies and Postage	OE-EXP-00419	\$ 291.50	

Subtotal per FY	\$4,205.08	\$7,500.00
Total	\$11,705.08	

Secretary / Assistant Secretary



Chairperson

Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236

941-906-9386 x323

INVOICE

Legal Advertising

Invoice # 19-00732K

Date 04/19/2019

Attn:
PFM Group Consulting LLC
12051 CORPORATE BLVD.
ORLANDO FL 32817

Please make checks payable to:
(Please note Invoice # on check)
Business Observer
1970 Main Street
3rd Floor
Sarasota, FL 34236

Description

Serial # 19-00732K

Notice of Rulemaking

RE: Davenport Road South Community Development District & Highland
Meadows West Community Development District
Published: 4/19/2019

Amount

\$41.56

Important Message

Paid ()
Total \$41.56

**Payment is expected within 30 days of the
first publication date of your notice.**

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.081, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors

Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

September 16, 2019

Davenport Road South Community Development
District
c/o PFM Group Consulting LLC
12051 Corporate Blvd.
Orlando, FL 32817

Bill Number 109834
Billed through 08/31/2019

General Counsel

DRSCDD 00001 RVW

FOR PROFESSIONAL SERVICES RENDERED

08/05/19	RVW	Research and revise rules of procedure.	0.20 hrs
08/12/19	AHJ	Confer with Patil regarding published notices of budget and assessment hearings.	0.40 hrs
08/13/19	MKR	Review draft meeting minutes and provide comments.	0.40 hrs
08/13/19	AHJ	Prepare amended and restated rules of procedure, resolution and memorandum regarding same; prepare notice of rulemaking and notice of rule development.	0.80 hrs
08/14/19	AHJ	Finalize agenda items; transmit same to Patil.	0.20 hrs
08/15/19	MKR	Research outstanding meeting materials regarding board meeting.	0.10 hrs
08/15/19	AHJ	Confer with Patil regarding agenda items.	0.20 hrs
08/16/19	MKR	Review final agenda; prepare for board meeting.	1.40 hrs
08/19/19	MKR	Follow-up with Patil regarding updated agenda.	0.10 hrs
08/20/19	RVW	Prepare for and travel to board meeting.	1.20 hrs
08/21/19	RVW	Prepare for and attend board meeting.	2.60 hrs
08/27/19	AHJ	Finalize notice of rulemaking and rule development; transmit same to Patil.	0.30 hrs

Total fees for this matter \$2,005.50

DISBURSEMENTS

Document Reproduction	122.00
Travel	2.85

Total disbursements for this matter \$124.85

MATTER SUMMARY

Jaskolski, Amy H. - Paralegal	1.90 hrs	145 /hr	\$275.50
Rigoni, Michelle K.	2.00 hrs	245 /hr	\$490.00
Van Wyk, Roy	4.00 hrs	310 /hr	\$1,240.00

TOTAL FEES			\$2,005.50
TOTAL DISBURSEMENTS			\$124.85

TOTAL CHARGES FOR THIS MATTER			\$2,130.35
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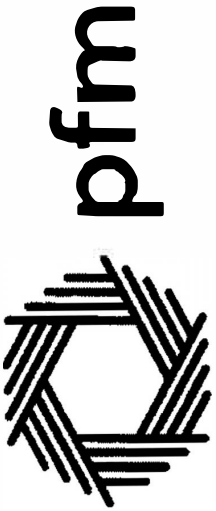
BILLING SUMMARY

Jaskolski, Amy H. - Paralegal	1.90 hrs	145 /hr	\$275.50
Rigoni, Michelle K.	2.00 hrs	245 /hr	\$490.00
Van Wyk, Roy	4.00 hrs	310 /hr	\$1,240.00

TOTAL FEES			\$2,005.50
TOTAL DISBURSEMENTS			\$124.85

TOTAL CHARGES FOR THIS BILL			\$2,130.35
------------------------------------	--	--	-------------------

Please include the bill number on your check.



Date	Invoice Number
September 19, 2019	OE-EXP-00419
Payment Terms	Due Date
Upon Receipt	September 19, 2019

Bill To:
Davenport South Road Community Development
District
c/o PFM Group Consulting District Accounting
Department
12051 Corporate Blvd
Orlando, FL 32817
United States of America

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

Remittance Options:

Via ACH (Preferred)

Via Wire:

Via Mail:
PFM Group Consulting LLC
PO Box 65128
Baltimore, MD 21264-5128
United States of America

RE: August 2019 Postage - \$82.00
August 2019 Copies - \$199.50

Total Amount Due

\$281.50



Date	Invoice Number
September 24, 2019	DM-09-2019-0018
Payment Terms	Due Date
Upon Receipt	September 24, 2019

Bill To:
Davenport South Road Community Development
District
c/o PFM Group Consulting District Accounting
Department
12051 Corporate Blvd
Orlando, FL 32817
United States of America

Company Address:
1735 Market Street
43rd Floor
Philadelphia, PA 19103
+1 (215) 567-8100

Federal Tax ID: 81-1642478

Remittance Options:

Via ACH (preferred):

Via Wire:

Via Mail:

PFM Group Consulting LLC
PO Box 65126
Baltimore, MD 21284-5126
United States of America

RE: District Management - September, 2019

Total Amount Due

\$1,666.67

Account Summary Report

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

Meter Group: All Meters

Meter 1W00 - 1376538 OLD at ORLANDO, FL

Meter 4W00 - 0347354 at ORLANDO, FL

Meter Details

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

Account Summary

Account	Sub Account	Pieces	Total Charged
Davenport Road South CDD		31	\$92.000

Grand Total

\$92.000

**DAVENPORT ROAD SOUTH
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization FY 19 #26
10/7/2019

Item No.	Payee	Invoice Number	General Fund FY19	General Fund FY20
1	Navitas Credit Corp Playground equipment October 2019			\$ 1,722.66
2	Orkin October 2019 Pest Control	191111978		\$ 48.15
3	PFM Group Consulting LLC August 2019 Expenses	106206	\$ 954.20	

Subtotal per FY \$954.20 \$1,770.81
Total **\$2,725.01**



Chairperson

Secretary / Assistant Secretary



201 EXECUTIVE CENTER DR., SUITE 100
COLUMBIA, SC 29210

Return Service Requested

Invoice Date: 09/24/2019

7085000437 PRESORT PBP002



DAVENPORT ROAD SOUTH COMMUNITY DEVELOP
ACCOUNTS PAYABLE:
12051 CORPORATE BLVD
ORLANDO FL 32817-1450

Remittance Section

Contract Number: 40530924
Due Date: 10/15/2019
Amount Due: \$1,722.66

Amount Enclosed: \$

Please check here if your address has changed.
Provide new address on reverse side.

Use enclosed envelope and make check payable to:

NAVITAS CREDIT CORP.
PO BOX 935204
ATLANTA, GA 311935204



000405309242019092400001722665

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Your Opinion Matters! Click below, let us know how we are doing.
<https://engage.navitascredit.com/Satisfaction-Survey>

PH: 888-978-8353

DUE DATE 10/15/2019	CONTRACT NO. 40530924	EQUIPMENT DESCRIPTION PLAYGROUND EQUIPMENT
CUSTOMER NAME DAVENPORT ROAD SOUTH COMMUNITY DEVELOPMENT DISTRIC		

Important Messages

NAVITAS ADVANTAGE

Introducing the Navitas Customer Advantage Program

At Navitas, loyalty matters. As a valued customer, your company automatically qualifies for our **Advantage Equipment Financing Program**. Start enjoying unique services and preferred pricing designed to make financing with Navitas effortless.

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⇒ Payment Lock-In	⇒ Application Only Approvals
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⇒ Bonus Working Capital	⇒ Dealer Locator Service

Command More Borrowing Power With Navitas

To learn more about our Advantage Program email dtthomas@navitascredit.com.

CONTRACT NUMBER	DESCRIPTION	DUE DATE	PAYMENT AMOUNT	SALES/ USE TAX	LATE CHARGE	INSURANCE CHARGES	OTHER CHARGES	TOTAL AMOUNT
40530924-1	Contract Payment	10/15/2019	\$1,625.73			\$96.93		\$1,722.66
SUBTOTALS:			\$1,625.73			\$96.93		\$1,722.66

9/25/2019



PEST CONTROL
SERVICES

Orkin
3400 RECKER HWY
WINTER HAVEN, FL 33880-1957

AB 01 247070 82084 B 616 A



DAVENPORT ROAD SOUTH CDD
12051 Corporate Blvd
Orlando, FL 32817-1450

CUSTOMER INFORMATION

Account Number:	33267192
Customer Address:	12051 Corporate Blvd Orlando, FL 32817-1450

BRANCH INFORMATION

Branch Name:	148-WINTER HAVEN, FL
Branch Phone #:	(800) 328-3201
Branch Manager:	DAVID BERNSTEIN

We want to ensure your complete satisfaction.
Please contact your local Orkin Branch at
(800) 328-3201.

ACCOUNT DETAIL

DATE	INVOICE#	SERVICING BRANCH	PO#	DESCRIPTION	CHARGES	TAX	TOTAL	PAYMENTS/ ADJUSTMENTS	AMOUNT DUE
SERVICE ADDRESS 1 940 ORCHID GROVE BLVD DAVENPORT, FL 33837									
Oct 2019	181111978	148-WINTER HAVEN, FL		SCH SVC 10/06/2019 PC Standard - Monthly-PC Standard	\$45.00	\$3.15	\$48.15	\$0.00	\$48.15
							Subtotal		\$48.15
							Unapplied Credits		\$0.00
							▶ TOTAL AMOUNT DUE		\$48.15

Thank you for choosing Orkin. Visit www.orkin.com/myaccount to create your online profile.
Payments received after 9/25/2019 are not reflected in the above detail. **Payment is due when service is rendered.**
Please detach and mail lower portion with check made payable to Orkin. Please include your account number on your check.

DAVENPORT ROAD SOUTH CDD
12051 Corporate Blvd
Orlando, FL 32817-1450

Now you can pay online: www.orkin.com/myaccount.



PEST CONTROL
SERVICES

Orkin
3400 RECKER HWY
WINTER HAVEN, FL 33880-1957

Account Number:	33267192
Amount Due:	\$48.15
Amount Enclosed:	\$

Want to sign up for Autopay?
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If you have a change of address,
please contact your branch.

0014833267192 0000040000048152



Date	Invoice Number
September 24, 2019	106206
Payment Terms	Due Date
Upon Receipt	September 24, 2019

Bill To:
Davenport South Road Community Development
District
c/o PFM Group Consulting District Accounting
Department
12051 Corporate Blvd
Orlando, FL 32817
United States of America

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

Remittance Options:

Via ACH (preferred):

Via Wire:

Via Mail:

PFM Group Consulting LLC
PO Box 65126
Baltimore, MD 21264-5126
United States of America

RE: Billable expenses for August 2019.

Expenses	\$954.20
Total Amount Due	\$954.20

**Davenport Road South
Community Development District**

Monthly Financials

Davenport Road South CDD
Statement of Financial Position
As of 9/30/2019

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt Group	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$98,212.17				\$98,212.17
Prepaid Expenses	21,736.91				21,736.91
Deposits	1,121.00				1,121.00
Debt Service Reserve S 2018 Bond		\$223,637.50			223,637.50
Revenue S 2018 Bond		308,392.47			308,392.47
Acquisition/Construction S 2018 Bond			\$765.81		765.81
Total Current Assets	<u>\$121,070.08</u>	<u>\$532,029.97</u>	<u>\$765.81</u>	<u>\$0.00</u>	<u>\$653,865.86</u>
<u>Investments</u>					
Amount Available in Debt Service Funds				\$532,029.97	\$532,029.97
Amount To Be Provided				6,297,970.03	6,297,970.03
Total Investments		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$6,830,000.00</u>	<u>\$6,830,000.00</u>
Total Assets	<u><u>\$121,070.08</u></u>	<u><u>\$532,029.97</u></u>	<u><u>\$765.81</u></u>	<u><u>\$6,830,000.00</u></u>	<u><u>\$7,483,865.86</u></u>
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$5,159.28				\$5,159.28
Total Current Liabilities	<u>\$5,159.28</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$5,159.28</u>
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$6,830,000.00	\$6,830,000.00
Total Long Term Liabilities		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$6,830,000.00</u>	<u>\$6,830,000.00</u>
Total Liabilities	<u><u>\$5,159.28</u></u>	<u><u>\$0.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$6,830,000.00</u></u>	<u><u>\$6,835,159.28</u></u>

Davenport Road South CDD
Statement of Financial Position
As of 9/30/2019

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt Group	Total
<u>Net Assets</u>					
Net Assets, Unrestricted	(\$4,335.25)				(\$4,335.25)
Net Assets - General Government	4,987.17				4,987.17
Current Year Net Assets - General Government	115,258.88				115,258.88
Net Assets, Unrestricted		\$454,229.30			454,229.30
Current Year Net Assets, Unrestricted		77,800.67			77,800.67
Net Assets, Unrestricted			\$484,867.24		484,867.24
Current Year Net Assets, Unrestricted			(484,101.43)		(484,101.43)
Total Net Assets	\$115,910.80	\$532,029.97	\$765.81	\$0.00	\$648,706.58
Total Liabilities and Net Assets	\$121,070.08	\$532,029.97	\$765.81	\$6,830,000.00	\$7,483,865.86

Davenport Road South CDD

Statement of Activities

As of 9/30/2019

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt Group	Total
<u>Revenues</u>					
Off-Roll Assessments	\$276,750.00				\$276,750.00
Developer Contributions	1,081.00				1,081.00
Other Income & Other Financing Sources	60.00				60.00
Off-Roll Assessments		\$461,250.00			461,250.00
Other Revenue			\$614,684.00		614,684.00
Developer Contributions			469,107.50		469,107.50
Inter-Fund Transfers In			802.50		802.50
Total Revenues	<hr/> \$277,891.00	<hr/> \$461,250.00	<hr/> \$1,084,594.00	<hr/> \$0.00	<hr/> \$1,823,735.00
<u>Expenses</u>					
Supervisor Fees	\$7,400.00				\$7,400.00
Public Officials & EPLI	2,475.00				2,475.00
Trustee Services	2,168.47				2,168.47
Management	20,000.04				20,000.04
Engineering	2,153.75				2,153.75
Dissemination Agent	5,000.00				5,000.00
District Counsel	20,600.85				20,600.85
Audit	6,000.00				6,000.00
Travel and Per Diem	589.22				589.22
Telephone	80.49				80.49
Postage & Shipping	429.95				429.95
Copies	807.30				807.30
Legal Advertising	2,673.23				2,673.23
Miscellaneous	1,859.88				1,859.88
Contingency	7,627.45				7,627.45
Leased Space	14,443.32				14,443.32
Web Site Maintenance	900.00				900.00
Dues, Licenses, and Fees	455.00				455.00
Maintenance Staff	4,815.79				4,815.79
Electric	8,349.40				8,349.40
Amenity - Water	438.90				438.90
Amenity - Insurance	378.00				378.00
Amenity - Pool Maintenance	647.62				647.62
General Liability Insurance	3,025.00				3,025.00
Property & Casualty	3,632.00				3,632.00
Irrigation	3,600.00				3,600.00
Landscaping Maintenance & Material	21,510.00				21,510.00
Contingency	4,260.93				4,260.93
Equipment Repair & Maintenance	954.20				954.20
Pest Control	148.30				148.30

Davenport Road South CDD

Statement of Activities

As of 9/30/2019

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt Group	Total
Streetlights	8,318.53				8,318.53
Swimming Pools	6,889.50				6,889.50
Interest Payments - Series 2018		\$394,113.89			394,113.89
Engineering			\$4,750.00		4,750.00
District Counsel			2,475.50		2,475.50
Contingency			1,564,317.85		1,564,317.85
Total Expenses	<u>\$162,632.12</u>	<u>\$394,113.89</u>	<u>\$1,571,543.35</u>	<u>\$0.00</u>	<u>\$2,128,289.36</u>
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income		\$10,664.56			\$10,664.56
Interest Income			\$2,847.92		2,847.92
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$0.00</u>	<u>\$10,664.56</u>	<u>\$2,847.92</u>	<u>\$0.00</u>	<u>\$13,512.48</u>
Change In Net Assets	\$115,258.88	\$77,800.67	(\$484,101.43)	\$0.00	(\$291,041.88)
Net Assets At Beginning Of Year	<u>\$651.92</u>	<u>\$454,229.30</u>	<u>\$484,867.24</u>	<u>\$0.00</u>	<u>\$939,748.46</u>
Net Assets At End Of Year	<u><u>\$115,910.80</u></u>	<u><u>\$532,029.97</u></u>	<u><u>\$765.81</u></u>	<u><u>\$0.00</u></u>	<u><u>\$648,706.58</u></u>

Davenport Road South CDD
Budget to Actual
For the Month Ending 9/30/2019

		Year To Date		
	Actual	Budget	Variance	FY 2019 Adopted Budget
<u>Revenues</u>				
Off-Roll Assessments	\$ 276,750.00	\$ 268,263.00	\$ 8,487.00	\$ 268,263.00
Developer Contributions	1,081.00	-	1,081.00	-
Other Revenue	60.00	-	60.00	-
Net Revenues	\$ 277,891.00	\$ 268,263.00	\$ 9,628.00	\$ 268,263.00
<u>General & Administrative Expenses</u>				
Supervisor Fees	\$ 7,400.00	\$ 6,000.00	\$ 1,400.00	\$ 6,000.00
D&O Insurance	2,475.00	2,800.00	(325.00)	2,800.00
Trustee Services	2,168.47	6,000.00	(3,831.53)	6,000.00
Management	20,000.04	20,000.00	0.04	20,000.00
Engineering	2,153.75	15,000.00	(12,846.25)	15,000.00
Dissemination Agent	5,000.00	5,000.00	-	5,000.00
District Counsel	20,600.85	25,000.00	(4,399.15)	25,000.00
Audit	6,000.00	6,000.00	-	6,000.00
Travel and Per Diem	589.22	500.00	89.22	500.00
Telephone	80.49	200.00	(119.51)	200.00
Postage & Shipping	429.95	300.00	129.95	300.00
Copies	807.30	500.00	307.30	500.00
Legal Advertising	2,673.23	8,000.00	(5,326.77)	8,000.00
Bank Fees	-	250.00	(250.00)	250.00
Miscellaneous	1,859.88	1,100.00	759.88	1,100.00
Web Site Maintenance	900.00	2,900.00	(2,000.00)	2,900.00
Dues, Licenses, and Fees	455.00	250.00	205.00	250.00
Contingency	7,627.45	19,124.20	(11,496.75)	19,124.20
Total General & Administrative Expenses	\$ 81,220.63	\$ 118,924.20	\$ (37,703.57)	\$ 118,924.20
<u>Field Expenses</u>				
General Insurance	\$ 3,025.00	\$ 3,400.00	\$ (375.00)	\$ 3,400.00
Irrigation	3,600.00	1,000.00	2,600.00	1,000.00
Landscaping Maintenance	21,510.00	70,000.00	(48,490.00)	70,000.00
Landscaping Improvements - Mulch & Flowers	-	12,500.00	(12,500.00)	12,500.00
Fertilization	-	5,616.00	(5,616.00)	5,616.00
Contingency	4,260.93	5,334.00	(1,073.07)	5,334.00
Streetlights	8,318.53	18,154.80	(9,836.27)	18,154.80
Total Field Expenses	\$ 40,714.46	\$ 116,004.80	\$ (75,290.34)	\$ 116,004.80
<u>Cabana & Pool Expenses</u>				
Playground Lease	\$ 14,443.32	\$ -	\$ 14,443.32	\$ -
Amenity Insurance	4,010.00	-	4,010.00	-
Security	-	4,000.00	(4,000.00)	4,000.00
Maintenance Staff	4,815.79	5,000.00	(184.21)	5,000.00
Contingency	-	2,967.00	(2,967.00)	2,967.00
Electric	8,349.40	6,333.00	2,016.40	6,333.00
Cabana Electric	-	667.00	(667.00)	667.00
Pool Electric	-	1,250.00	(1,250.00)	1,250.00
Cable Television	-	300.00	(300.00)	300.00
Property & Casualty	-	2,000.00	(2,000.00)	2,000.00
Equipment Repair & Maintenance	954.20	1,167.00	(212.80)	1,167.00
Pest Control	148.30	333.00	(184.70)	333.00
Signage & Amenities Repair	-	250.00	(250.00)	250.00
Swimming Pools	7,537.12	6,400.00	1,137.12	6,400.00
Pool and Cabana Water	438.90	2,667.00	(2,228.10)	2,667.00
Total Cabana & Pool Expenses	\$ 40,697.03	\$ 33,334.00	\$ 7,363.03	\$ 33,334.00
Total Expenses	\$ 162,632.12	\$ 268,263.00	\$ (105,630.88)	\$ 268,263.00
Income (Loss) from Operations	\$ 115,258.88	\$ -	\$ 115,258.88	\$ -
<u>Other Income (Expense)</u>				
Interest Income	\$ -	\$ -	\$ -	\$ -
Total Other Income (Expense)	\$ -	\$ -	\$ -	\$ -
Net Income (Loss)	\$ 115,258.88	\$ -	\$ 115,258.88	\$ -