

# Villages of Westport Community Development District

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The regular meeting of the Board of Supervisors of **Villages of Westport Community Development District** will be held **Monday, January 23, 2023**, at 5:30 pm at the **1826 Dunn Avenue, Jacksonville, FL 32218**. The following is the agenda for this continued meeting.

Call in number: 1-844-621-3956

Passcode: 790 562 990 #

<https://pfmgroup.webex.com/meet/carvalhov>

## **BOARD OF SUPERVISORS' MEETING AGENDA**

### **Organizational Matters**

- Call to Order
- Roll Call
- Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board]*

### **General Business Matters**

1. Consideration of the Minutes of the October 24, 2022, Board of Supervisors' Meeting
2. Public Hearing on the Adopting Revised Rules of Procedure
  - a. Public Comments and Testimony
  - b. Board Comments
  - c. Consideration of Resolution 2023-04, Adopting Revised Rules of Procedure
3. Update on the Entryway Bulletin Boards
4. Discussion & Review of Security Systems and Services Proposals
  - a. Advanced Security Specialist and Consulting
  - b. Envera Systems
  - c. Vector Security
  - d. Phinnessee Guard Services
5. Discussion Pertaining Rerouting Bus Pickup Area
6. Ratification of Payment Authorizations 162-172
7. Review of District Financial Statements

### **Other Business**

- Staff Reports
  - District Counsel
  - District Engineer
  - District Manager
  - Fields Operations Report



- Audience Comments
- Supervisors Requests

**Adjournment**



**VILLAGES of WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of the Minutes of the October 24,  
2022, Board of Supervisors' Meeting

MINUTES OF MEETING

**VILLAGES OF WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL BOARD OF SUPERVISORS' MEETING MINUTES  
Monday, August 22, 2022, 5:00 p.m.  
1755 Edgewood Ave W, Jacksonville, FL 32208**

Present and constituting a quorum in person or via speakerphone:

Henry Simmons	Vice Chair
Yashekia Scarlett	Assistant Secretary
Alice Sanford	Assistant Secretary
Randall Meredith	Assistant Secretary

Also present were:

Vivian Carvalho	District Manager - PFM Group Consulting LLC
Venessa Ripoll	District Manager - PFM Group Consulting LLC
Jennifer Kilinski	KE Law Group
Jake Card	Advanced Security Specialist & Consulting
Tim/Steve	Vesta Properties

Various Audience Members present

**FIRST ORDER OF BUSINESS**

**Organizational Matters**

**Call to Order and Roll Call**

The meeting was called to order by Ms. Carvalho at 5:43 p.m. and roll call was initiated. Present, are the following Board Members: Randell Merideth, Henry Simmons, Alice Sanford, and Yashekia Scarlett. Others in attendance are listed above.

**Public Comment Period**

There were no public comments at this time.

**SECOND ORDER OF BUSINESS**

**General Business Matters**

**Consideration of the Minutes of the July 25, 2022, Board of Supervisors' Meeting**

The Board reviewed the minutes.

On MOTION by Ms. Scarlett, seconded Mr. Simmons, with all those in favor, the Board approved the Minutes of the July 25, 2022, Board of Supervisors' Meeting.

**Consideration of the Minutes of the August 22, 2022, Special Board of Supervisors' Meeting**

The Board reviewed the minutes.

On MOTION by Ms. Scarlett, seconded Mr. Meredith, with all those in favor, the Board approved the Minutes of the August 22, 2022, Special Board of Supervisors' Meeting.

**Discussion on Board Direction Policy**

Ms. Kilinski explained that the policy would allow the consistent operation of the District between Board meetings, and says that if a Board has voted on direction and then a member wants to halt the action, the original decision has to come back to the Board. It also states that if an issue arises during a meeting, there will be a point person for those issues and if staff is getting two different directions, they will wait on deciding on an action until the next meeting.

On MOTION by Mr. Simmons, seconded Ms. Scarlett, with all those in favor, the Board approved the Board Direction Policy as presented.

**Discussion on Rules of Procedure**

**a. Consideration of Resolution 2023-01, Setting Public Hearing on Rule Making**

Ms. Carvalho explained that the rules of procedure have changed per statute including the auditing time frame and notice of publication. The change in the notice of publication only requires notice of the annual meeting schedule once and will not have to notice further for the next upcoming meeting unless dates for the meetings have changed. Ms. Carvalho recommended that the Board set the public hearing date for the rule making for January 23, 2022 at 5:30 p.m.

On MOTION by Ms. Scarlett, seconded Mr. Meredith, with all those in favor, the Board approved Resolution 2023-01, Setting Public Hearing on Rule Making for January 23, 2022 at 5:30 p.m. at 1755 Edgewood Ave W, Jacksonville, FL 32208.

**Consideration of Resolution 2023-02, Adopting Revised Budget FY 2022**

Ms. Carvalho went over the resolution for the Board and the Board reviewed the revised adopted budget for FY 2022.

On MOTION by Ms. Scarlett, seconded Mr. Simmons, with all those in favor, the Board approved Resolution 2023-02, Adopting Revised Budget FY 2022 Discussion Pertaining Deficiencies with Leland Management, Inc. Contract for Services.

**Discussion Pertaining Deficiencies with Leland Management, Inc. Contract for Services**

A letter was sent which was composed of 20 pages with supporting photo documentation regarding the failure of Leland Management to conform to the contract, invoices were withheld 2-3 months.

**Review & Consideration of  
Yellowstone Landscape  
Irrigation Repairs**

On MOTION by Ms. Scarlett, seconded Mr. Meredith, with all those in favor, the Board ratified the Yellowstone Landscape Irrigation Repairs.

**Ratification of Vesta  
Properties Addendum to  
Contract for Janitorial  
Services**

On MOTION by Ms. Scarlett, seconded Mr. Simmons, with all those in favor, the Board ratified the Vesta Properties Addendum to Contract for Janitorial Services.

**Review & Consideration of  
Vesta Properties Proposal  
for Additional Services**

Steve went over the additional services that Vesta Properties could offer. Their services would range from 3 days a week with 5-6 hours of work during those days. General Facility Maintenance was quoted at \$10,892.00; Pool Maintenance was quoted at \$14,500.00; and Field Services was quoted at \$19,200.00.

On MOTION by Ms. Scarlett, seconded Mr. Simmons, with all those in favor, the Board approved the Vesta Properties Proposal for Additional Services.

Ms. Carvalho suggested a motion to cancel the existing contract with the current pool maintenance company, Rick Arsenault and have Vesta Properties start on pool maintenance beginning November 1, 2022.

On MOTION by Mr. Meredith, seconded Mr. Simmons, with all those in favor, the Board approved the cancellation of the existing contract with Rick Arsenault and accepted Vesta Properties start date of November 1, 2022 for pool maintenance.

**Ratification of Beaches  
Electrical Proposal for  
Electrical Services**

It was noted that all of the outside lights are currently working.

On MOTION by Mr. Meredith, seconded Ms. Scarlett, with all those in favor, the Board ratified the Beaches Electrical Proposal for Electrical Services.

**Update on the Entryway  
Bulletin Boards**

The billboards will be out of production during the first week of November. Installation would follow in around 2 weeks.

**Discussion of Giving HOA  
Permission to Use CDD  
Grounds to Advertise  
Meetings & Etc.**

There was discussion on who would be allowed to use the CCD grounds to advertise, there was a lengthy discussion. It was agreed that HOA Meetings, Annual Meetings, and Community Event Memos will be allowed to be advertised on CDD grounds.

On MOTION by Ms. Scarlett, seconded Mr. Meredith, with all those in favor, the Board approved giving HOA Permission to Use CDD Grounds to Advertise Meetings & Etc.

**Ratification of Payment  
Authorizations 150 – 161**



These payment authorizations were from July – August.

On MOTION by Mr. Simmons, seconded Ms. Scarlett, with all those in favor, the Board ratified Payment Authorizations 150 – 161.

### **Discussion of Christmas Decorations**

There was a lengthy discussion on how much should be spent on Christmas decorations. The Board agreed to not exceed the cost of \$5,000.00. If the proposals received are under this amount, the Board will execute on getting the work done.

On MOTION by Mr. Simmons, seconded Mr. Meredith, with all those in favor, the Board approved the Christmas Decorations though not to exceed \$5,000.00 while gathering proposals for the work to be done.

### **Ratification of Rick Arsenault Pool Repairs Review**

On MOTION by Mr. Simmons, seconded Ms. Scarlett, with all those in favor, the Board ratified the Rick Arsenault Pool Repairs Review.

### **Consideration of Southern Breeze Outdoor Furnishings Pool Furniture**

Steve gave a brief overview of the furnishing for the pool from Southern Breeze. The total price came to \$7,769.00

On MOTION by Ms. Scarlett, seconded Mr. Simmons, with all those in favor, the Board approved the Southern Breeze Outdoor Furnishings Pool Furniture with the given price.

Ms. Kilinski provided an update concerning the upcoming Closed Session regarding Security Systems and Service Proposals. The meeting was reconvened at 8:05 p.m.

**Discussion & Review of Security Systems and Services Proposals**

- a. Acumen Security Services
- b. Allied Universal Security Guard Services
- c. EBS Security Inc.
- d. Envera Systems
- e. Overwatch Security Group
- f. Atlantic Companies
- g. St. Nick's Security Guard Services Proposal
- h. Vector Security
- i. Phinnessee Guard Services
- j. Jacksonville Sheriff's Office Secondary Employment Proposal

The Board met with six different companies including the existing company. Ms. Scarlett provided some feedback concerning Advance Security Specialist and the additional proposals of companies. There was a lengthy discussion of the security proposals. Vector Security, Phinnessee Guard Services, and Envera Services Reach were considered as the top options. It was suggested that current contract be extended to January 31, 2023 of \$2,166 monitoring of armed/unarmed guards for 6 hours.

On MOTION by Ms. Scarlett, seconded Mr. Simmons, with all those in favor, the Board approved extending the current contract as presented.

**Discussion of Replacement of Landscaper Provider**

Tim had stated that the current landscapers are doing a good job.

**Review of District Financial Statements**

The Board reviewed the District Financials as of August 31.

**THIRD ORDER OF BUSINESS**

**Other Business**

**Staff Reports**

**District Counsel** – Ms. Kilinski gave an overview of the Social Media Policy and recommended approval.

On MOTION by Ms. Scarlett, seconded Mr. Simmons, with all those in favor, the Board approved the Social Media Policy.

**District Engineer** – Not Present

**District Manager** – Ms. Carvalho stated that the next meeting is scheduled for January 23 at 5:30 p.m.

**Audience Comments and Supervisor Requests**

There were no further comments.

**FOURTH ORDER OF BUSINESS**

**Adjournment**

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

On MOTION by Ms. Scarlett, seconded Mr. Meredith, with all those in favor, the October 24, 2022, Special Board of Supervisors Meeting of the Villages of Westport CDD was adjourned at 8:45 p.m.

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Secretary/Assistant Secretary

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Chairperson/Vice Chairperson

**VILLAGES of WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Resolution 2023-04, Adopting  
Revised Rules of Procedure

**RESOLUTION 2023-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED AND RESTATED RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the 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 VILLAGES OF WESTPORT 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 \_\_\_\_ day of \_\_\_\_\_, 2023.

**ATTEST:**

**VILLAGES OF WESTPORT COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit A:** Amended and Restated Rules of Procedure

**EXHIBIT A:**  
AMENDED AND RESTATED RULES OF PROCEDURE



**AMENDED AND RESTATED  
RULES OF PROCEDURE  
VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT**

**EFFECTIVE AS OF \_\_\_\_\_, 2022**

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**Rule 1.0      General.**

- (1) The Villages of Westport 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 (“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 (“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; provided, however, for meeting

cancellations, the District Manager will endeavor to contact each individual Board member to confirm the desire to so cancel and take such information under advisement in making said determination. 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' 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, and shall satisfy the requirement to give at least seven (7) days' public notice stated herein. 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.”

The date, time, and place of each meeting, hearing, or workshop of the Board shall additionally be posted on the District’s website at least seven (7) days before each meeting, hearing, or workshop.

- (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 submitted to staff for inclusion in the agenda at least eight days before the meeting/hearing, and available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Any member of the Board may request a meeting agenda item and such agenda item will be on the next succeeding agenda so long as supporting material, if applicable, is provided at least eight days before the meeting/hearing/workshop. However, the District Manager, in consultation with the Chairperson or Vice Chairperson, if the Chairperson is unavailable, may reduce the number of agenda items if necessary to ensure orderly and efficient meetings. 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;
  - (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices;
  - (c) Support economical and efficient operations;
  - (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 at least 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; and
  - (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. Statutes, 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; or
- (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; and
  - 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 \_\_\_\_\_, 2022, 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.

**VILLAGES of WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

Update on the Entryway Bulletin Boards





VILLAGES of WESTPORT



VILLAGES of WESTPORT



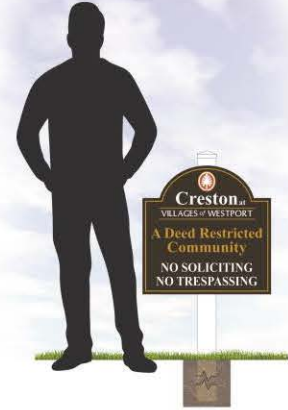
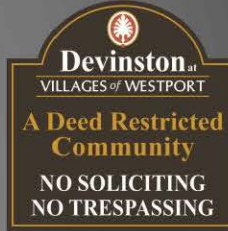
VILLAGES of WESTPORT



(Qty. 1 each)



Direct print 25"W x 25"H x 6mm ACM panel with contour cut.  
 ACM Panel to mount to 4" x 4" x 40" white vinyl post sleeve  
 with white vinyl post cap.



PLEASE READ ENTIRE PAGE AND PROOF THIS ARTWORK CAREFULLY  
 DISCLAIMER: The colors in your design proof are a close representation of the final product, they may appear different on your monitor or on printed paper. Sample prints may be requested to ensure color. It is the customers responsibility to know whether or not they are authorized to use any Copyright, Trademark or License Agreements on the item that is being customized. All artwork produced by FastSigns West Jacksonville is copyrighted and cannot be reproduced without the expressed written consent of FastSigns West Jacksonville.



**FASTSIGNS**  
 More than fast. More than signs.  
 1389 Cassat Avenue  
 Jacksonville, FL 32205  
 904.683.9569

Customer: Villages of Westport

Date: 01/04/23

Ordered by: Alice Sanford  
 academyofdreams@yahoo.com

Estimate: #7596

Address: N/A

Designer: Rick Smith

Notes:

fastsigns.com/2215

Payment Terms: Cash Customer

**Created Date:** 1/3/2023

**DESCRIPTION:** Villages of Westport\_ No Trespassing Signs

**Bill To:** Villages of Westport CDD  
6702 Sandle Dr  
Jacksonville, FL 32219  
US

**Pickup At:** FASTSIGNS of West Jacksonville  
1389 Cassat Ave  
Jacksonville, FL 32205  
US

**Requested By:** Alice Sanford  
Email: academyofdreams@yahoo.com  
Cell Phone: (904) 414-9481  
Tax ID: 85-8013248875C-5

**Salesperson:** Richard Smith  
Email: 2215@fastsigns.com

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	25" x 25" x 6mm ACM - (3) 25"W x 25"H x 6mm ACM panel with direct print and contour cut (1) Creston (2) Keniston (3) Devinston - (3) 4" x 4" x 40" white vinyl post sleeves - (3) 4" x 4" x 1.5" white vinyl post caps - (3) 4" x 4" x 5' Pressure Treated Wood Posts - Parts to be supplied unassembled for customer installation	1	\$1,005.00	\$1,005.00

Estimate pricing is only valid for 30 days. Approval of this estimate must be received before work will begin. Please notify us if you are under a deadline for your order.

<b>Subtotal:</b>	\$1,005.00
<b>Taxes:</b>	\$0.00
<b>Grand Total:</b>	\$1,005.00

\*Includes initial rendering plus 2 revisions. Graphics Design Fee would apply for additional revisions.

Vector files are preferred in .AI, .EPS, or .PDF. Please create outlines for any text and embed any images. Graphics Design Fee would apply if we have to recreate the logo/artwork.

Orders must be picked up from our location within 30 days of completion or they may be disposed of.

A minimum of 50% deposit is required to proceed with the order.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

fastsigns.com/2215

Payment Terms: Cash Customer

**Created Date:** 1/3/2023

**DESCRIPTION:** Villages of Westport\_ No Trespassing Signs

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Estimate pricing is only valid for 30 days. Approval of this estimate must be received before work will begin. Please notify us if you are under a deadline for your order.

<b>Subtotal:</b>	\$1,505.00
<b>Taxes:</b>	\$0.00
<b>Grand Total:</b>	\$1,505.00

\*Includes initial rendering plus 2 revisions. Graphics Design Fee would apply for additional revisions.

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A minimum of 50% deposit is required to proceed with the order.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**VILLAGES of WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

Discussion & Review of Security Systems and  
Services Proposals

**VILLAGES of WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

Advanced Security Specialist and Consulting  
(Under Separate Cover)

**VILLAGES of WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

Envera Systems  
(Under Separate Cover)

**VILLAGES of WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

Vector Security

*a Vector Security Company*



*Proposal For:  
Westport Option 2*

*Submitted By:*

*Jeff Boyd*

*7/13/21*



7/2/21

## RE: Camera System

Dear : Westport

Thank you for giving Vector Security, Inc., the opportunity to propose a comprehensive security solution for your facility. The following proposal contains recommendations to address the considerations we have discussed.

I would like to take a brief opportunity to provide you key points about us. Hopefully, these hi-lights will help in building our **Value Proposition** credibility among the competition you will choose. We:

- are a **ten-year member of the Honeywell Dealer Network**. Honeywell Int'l, a Fortune 100 company, is the world's largest and most cutting-edge manufacturer of security, surveillance, and fire technologies. If there is a latest technology desired, we will be able to provide it.
- were picked as **the Honeywell Dealer of the Year** (2006). This award is presented to the top performance and quality dealer in the Honeywell Network. We have also won the **Honeywell President's Award** six times in the last ten-years for sales, installation and service performance.
- delivered the same application(s) being proposed to you with many recognizable names:

### Government

- G8 Presidential Summit (Sea Island, Georgia)
- Secret Service, FBI
- Homeland Security, Customs, Border Patrol, INS
- Naval Air Station, Cecil (Air) Field, US Navy SEALS Logistics

### Retail

- Acura, Audi, Cadillac, Chevrolet, Ford, Hyundai, Lexus, Mercedes, Pontiac, Saab, Toyota
- Domino's, Quizno's, Smoothie King, Subway, Taco Bell, Wendy's, Zaxby's
- Citgo, Daily's, Shell, Twin Oil
- Florida Telco, Goodwill, John Deere, Nestlee, Staples, Tire Kingdom, Waste Management...

In addition to these fine names, we serve numerous other retailers, **School Boards/Districts, Houses of Worship**, and **Country Club** facilities.

- employ many **NICET** certified technicians - the highest industry accreditation
- provide **UL (Underwriters Laboratories) Listed Central Monitoring Station** service - the highest industry accreditation for monitoring services

- share one of the best **Better Business Bureau** performance ratings among all major Florida Alarm Security providers (BBB.org).

Our goal in this decision process is to be the most compelling Value Proposition for your key decision makers. To do this, we plan to establish the following:

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2. The Solution(s) proposed will be the best quality available to the market.
3. Our company’s top technical talent will be dedicated to this project.
4. Our price will be very competitive with other offers. Unlike our larger “national” competitors, our pricing will be very attractive, because we are not laden with heavy overhead allocations that escalate price.

It is our goal to earn your business. At your convenience, please take the time to read more about Vector Security and the services we provide (VectorSecurity.com). We are very proud of our accomplishments and feel that our commitment to delivering quality service to our customers has been the reason for our success. We hope you become one of the over 230,000 customers who trust us with their security needs.

Please feel free to contact me at any time (904)-662-2027

Sincerely,

Jeff Boyd

**Scope of Work**

***Vector to install a video surveillance system to monitor all activities inside and outside of amenities center. Also to replace 3 cameras at the entrance to neighborhoods. #0 day storage and remote useage.***

***Includes installation, networking, system training and programming.***

Included Equipment:

Description	Qty
Camera's 4MP IR WD IP CAM, 2.8MM	7
8 channel NVR	1
Wiring to all cameras	7
Gate Cameras 4 MP CAAS vandal proof Bullet 256g	3
Pole Mounts	3

Outright Sale: \$10,114.00

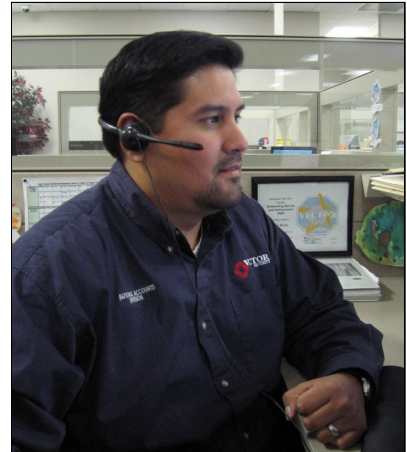
Service Agreement: \$49.95 monthly Optional



## Support Services

The installation of the equipment we have detailed is complemented with the following support services:

- One-year limited warranty on parts and labor
- Project management throughout the installation
- Submittal of permits, where applicable
- Field management of installation personnel
- User training – at system completion and ongoing as needed
- 24 x 7 x 365 service support



## Employee Screening & Training

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## CREDENTIALS

The security company that you select to protect your property and assets should be credible. The regulatory requirements vary significantly between the different cities, counties and towns in your area. You can depend on us to understand and comply with all licensing and permitting. Vector Security, Inc. is licensed throughout the United States and ULC-listed in Canada. You can find a full list of our state licenses by visiting our website at [Vectorsecurity.com](http://Vectorsecurity.com).

We also undergo independent audits on the quality of our installations, service and monitoring. Each year, our monitoring centers and service centers are inspected by Underwriters Laboratories (UL). We also are one of a very small group of monitoring centers that is certified by Underwriters Laboratories Canada (ULC), and were the first US Company to receive this certification. In addition to UL, we also undergo audits by Factory Mutual Research Corporation (FM) and The International Justice & Public Safety Network (Nlets). Each of these entities reviews our performance, IT security and integrity, training, disaster preparedness and physical security.



## Choosing The Best

**Ask for verification... Your security depends on it!**

Feature		Vendor #2	Vendor #3
Licensed and Insured	✓		
Local Office Manages Installation, Service, Billing and Customer Service Interactions	✓		
Sales Representative has Received Manufacturer Training for Proposed Product	✓		
Employees Undergo Background Screening	✓		
Employees Undergo Pre-employment and Ongoing Substance Screening	✓		
Project Management Capabilities	✓		
In-House Design and CAD Capabilities	✓		
Manufacturers' Training of Installation and Service Staff	✓		
Service Employees in Identified Vehicles and Carry Company ID	✓		
Depth in Service Department Size for Prompt Response	✓		
Monitoring Center is UL Certified	✓		
Multiple Monitoring Centers for Redundancy	✓		
Monitoring Center Personnel Have Received Industry Approved Training	✓		
Monitoring Provided by Zone	✓		
Customer Training Available as Needed	✓		
Proposal Clearly Identifies Customer Responsibilities	✓		
Company is Involved in Local and National Associations	✓		
Company has been Recognized for Outstanding Customer Service by External Sources	✓		

# JEFF BOYD

Vector Security, Inc.

9456 Philips Highway, Suite 1

Jacksonville, FL 32256

904-662-2027 - [jjboyd@vectorsecurity.com](mailto:jjboyd@vectorsecurity.com)



[vectorsecurity.com](http://vectorsecurity.com)

## PURPOSE OF PROPOSAL AND STATEMENT OF CONFIDENTIALITY

The proposal is provided for informational purposes and is not intended to constitute the entire understanding or binding agreement between potential customer and Vector Security regarding the system, other security and life safety products, and services provided by Vector Security. The investment numbers that are provided in this document are offered by Vector for sixty (60) days from the proposal date of the document cover, but do not constitute the total final cost proposed by Vector Security. Additional costs to potential customer for permits, drawings, submittals, or for any other reason, may increase the total final cost. The total final cost, as well as terms and conditions regarding the system, other security and life safety products, and services proposed by Vector Security shall be pursuant to Vector Security's separate Commercial Agreement ("Agreement") as mutually agreed upon between potential customer and Vector Security. This proposal is provided to potential customer with the understanding that it will be held in strict confidence and will not be disclosed, duplicated or used, in whole or in part, for any purpose other than the evaluation of Vector Security's qualifications, without prior written consent.

**License Information:** AK 33221 | AL AESBL 10-817, 44814 | AR E 2005 0104, 179570410 | AZ ROC-218982 | CA ACO 6152, 914676 | DC 65003740 | DE FAL-0196, FAL-0253, 85-47 | FL EF20000395, EF0001062, EF20000933, EF20000934, EF20000596 | GA LVA205586, LVU405021 | HI C 27082 | IA AC-0101 | IL 127-001300 | LA F 317 | MA 1594 C, SS CO 00429 | MD 107-445; 07380038 | ME MC60019272 | MI 3601205222 | MN TS01830 | NC 25467-SP-LV,1592-CSA, 2050-CSA | ND 37153 | NJ P00863, 13VH00292300, Burglar, Fire, and Locksmith Lic. # 34AL000004, 1187 Route 9 South, Cape May Court House, NJ 08210, [(609) 463-0660] | NM 354514, 10-0133 | NV 0066031 | NY 12000234360 | OH 53-50-1081, 50-25-5, 50-70-4 | OK 559 | PA 004997 | RI 4794, 2903, 30394, AFC-0449 | SC BAC 5590, FAC 3419 | TN 00000444, 00001341, 00001551, 00001552 | TX B11645, ACR-1768 | UT 4759383-6501 | VA DCJS #11-2048, 2705 020459A | VT T1-2348 | WA VECTOS1957PE | WV WV043469 | WY LV-A-18634. In Alabama, licensing is regulated by the Alabama Electronic Security Board of Licensure, 7956 Vaughn Road, Suite 392, Montgomery, AL 36116; (334) 264-9388. In Arkansas, licensing is regulated by the Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock, AR 72209; (501) 618-8600. In California, alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA 95834. In New York, licensed by the N.Y.S. Department of State. In North Carolina, licensing is regulated by the North Carolina Alarm Systems Licensing Board, 1631 Midtown Place, Suite 104, Raleigh, NC 27609; (919) 875-3611. In Texas, licensing is regulated by the Texas Department of Public Safety, Private Security Bureau, P.O. Box 4087, Austin, TX 78773; (512) 424-7710.

*a Vector Security Company*



*Proposal For:*  
*Westport*

*Submitted By:*  
Jeff Boyd  
7/13/21



7/2/21

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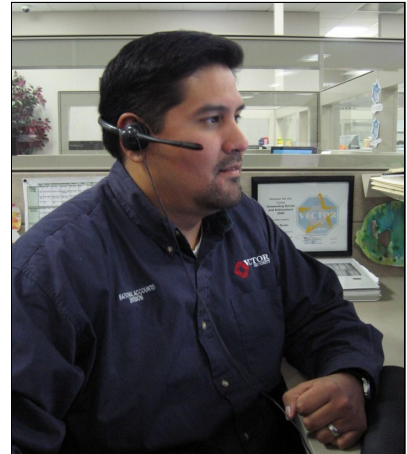
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Monitoring Center Personnel Have Received Industry Approved Training	✓		
Monitoring Provided by Zone	✓		
Customer Training Available as Needed	✓		
Proposal Clearly Identifies Customer Responsibilities	✓		
Company is Involved in Local and National Associations	✓		
Company has been Recognized for Outstanding Customer Service by External Sources	✓		

# JEFF BOYD

Vector Security, Inc.

9456 Philips Highway, Suite 1

Jacksonville, FL 32256

904-662-2027 - [jjboyd@vectorsecurity.com](mailto:jjboyd@vectorsecurity.com)



[vectorsecurity.com](http://vectorsecurity.com)

## PURPOSE OF PROPOSAL AND STATEMENT OF CONFIDENTIALITY

The proposal is provided for informational purposes and is not intended to constitute the entire understanding or binding agreement between potential customer and Vector Security regarding the system, other security and life safety products, and services provided by Vector Security. The investment numbers that are provided in this document are offered by Vector for sixty (60) days from the proposal date of the document cover, but do not constitute the total final cost proposed by Vector Security. Additional costs to potential customer for permits, drawings, submittals, or for any other reason, may increase the total final cost. The total final cost, as well as terms and conditions regarding the system, other security and life safety products, and services proposed by Vector Security shall be pursuant to Vector Security's separate Commercial Agreement ("Agreement") as mutually agreed upon between potential customer and Vector Security. This proposal is provided to potential customer with the understanding that it will be held in strict confidence and will not be disclosed, duplicated or used, in whole or in part, for any purpose other than the evaluation of Vector Security's qualifications, without prior written consent.

**License Information:** AK 33221 | AL AESBL 10-817, 44814 | AR E 2005 0104, 179570410 | AZ ROC-218982 | CA ACO 6152, 914676 | DC 65003740 | DE FAL-0196, FAL-0253, 85-47 | FL EF20000395, EF0001062, EF20000933, EF20000934, EF20000596 | GA LVA205586, LVU405021 | HI C 27082 | IA AC-0101 | IL 127-001300 | LA F 317 | MA 1594 C, SS CO 00429 | MD 107-445; 07380038 | ME MC60019272 | MI 3601205222 | MN TS01830 | NC 25467-SP-LV,1592-CSA, 2050-CSA | ND 37153 | NJ P00863, 13VH00292300, Burglar, Fire, and Locksmith Lic. # 34AL000004, 1187 Route 9 South, Cape May Court House, NJ 08210, [(609) 463-0660] | NM 354514, 10-0133 | NV 0066031 | NY 12000234360 | OH 53-50-1081, 50-25-5, 50-70-4 | OK 559 | PA 004997 | RI 4794, 2903, 30394, AFC-0449 | SC BAC 5590, FAC 3419 | TN 00000444, 00001341, 00001551, 00001552 | TX B11645, ACR-1768 | UT 4759383-6501 | VA DCJS #11-2048, 2705 020459A | VT T1-2348 | WA VECTOS1957PE | WV WV043469 | WY LV-A-18634. In Alabama, licensing is regulated by the Alabama Electronic Security Board of Licensure, 7956 Vaughn Road, Suite 392, Montgomery, AL 36116; (334) 264-9388. In Arkansas, licensing is regulated by the Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock, AR 72209; (501) 618-8600. In California, alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA 95834. In New York, licensed by the N.Y.S. Department of State. In North Carolina, licensing is regulated by the North Carolina Alarm Systems Licensing Board, 1631 Midtown Place, Suite 104, Raleigh, NC 27609; (919) 875-3611. In Texas, licensing is regulated by the Texas Department of Public Safety, Private Security Bureau, P.O. Box 4087, Austin, TX 78773; (512) 424-7710.



**Hi Alice, enclosed is your personalized quote for Villages of Westport.**

**We appreciate your interest in Vector Security.**

DATE 10/10/22

RE: Guard Point Human Detection

Thank you for giving Vector Security the opportunity to propose a comprehensive security solution for your facility. This proposal contains recommendations to address the considerations we have discussed.

This proposal contains a detailed list of the required equipment and locations within the section entitled "Scope of Work." To provide you with the most flexible solution, we have supplied both a purchase and a finance option in the investment section.

It is our goal to earn your business. At your convenience, please take the time to read more about Vector Security and the services we provide. We feel that our commitment to delivering quality service to our customers is critical to our success. We hope you join the nearly 400,000 customers across North America who trust us with their security needs.

Sincerely,

Jeff Boyd  
904-510-3710



## A History of Stability

For more than 50 years, [Vector Security](#) has been a premier provider of intelligent security solutions tailored to the needs of the customer. We serve nearly 400,000 residential, business, and national account customers in North America and the Caribbean through a network of 58 branches, authorized dealers, and our ADS Security division.

## Security Solutions for Your Business

When it comes to security, we don't believe in "one-size-fits-all" security systems. What's right for one business may not be right for yours. That's why we create a security solution to fit your needs. And if those needs happen to change, we'll be there to make sure your security fits your situation every step of the way.

From consultation and design, to installation, monitoring and service, we integrate our products to provide convenient, quality security solutions for you.

## Objective

**Westport** recognizes that attention needs to be placed on the protection of property and assets, as well as the safety of personnel. This has become even more critical in an economic environment that has forced businesses to make purchasing decisions that will either result in a direct financial return or reduce the potential for loss. You need a security company that can provide security solutions that address these concerns.

## Goals

It is the intention of Westport to invest in a security solution from a reputable, financially stable security company that can meet the following goals:

- Provide a comprehensive, customized security solution.
- Supply equipment that is current, reliable and easy to operate.
- Manage installation to minimize the impact on daily operations.
- Minimize ongoing maintenance issues and costs.
- Anticipate future technology changes.

## Solutions

Vector Security is proposing the installation of 2 AI cameras 4mp human detection cameras mounted on clubhouse to view pool area overnight with talkdown capacity.



## Scope of Work

Thank you for the opportunity to provide you with a comprehensive proposal to address your security needs. A detailed description of the equipment, quantity, description, and location follows. Please note that total Investment includes labor and equipment costs.

Vector Security is proposing the installation of 2 Human detection AI cameras to oversee pool area and monitor on a schedule overnight. Also has talk down feature to alert intruders.

Included: all equipment, cameras, NVR, switches, speakers, wiring to all devices. Vector includes all equipment and will not come back for any further equipment to make the Guardpoint service work. It also includes all programming, networking, training, installation and monitoring. Vector features an all-inclusive price as to not piece mail any cost.

EQUIPMENT	QNTY	DESCRIPTION	LOCATION
Hanwha AI analytics cameras	2	4mp cams	Poles at pool
Open Eye NVR	1	NVR	Clubhouse
Switches, power source, speakers	1		

**TOTAL INVESTMENT: \$ 8995.00**

**MONTHLY PROFESSIONAL SERVICES: total for \$568.00  
(Includes: service agreement and interactive)**



## Considerations

To clarify our respective responsibilities, please familiarize yourself with these considerations:

- Your system requires power to operate, so you will need to provide Vector Security access to a 120V AC receptacle.
- If your system will use telephone lines for signal transmission you will need to provide the line(s).
- If you select IP communications, your IT staff must provide us with a static IP address.
- Installation pricing is based upon non-union labor and will increase if union labor is required.
- Pricing includes labor provided during normal business hours (Monday - Friday, 8am - 5pm). Additional charges will apply if after hours or weekend hours are required by customer.
- If you would like to have the system installed at some time other than normal working hours, we will be happy to accommodate.
- Pricing for special installation conditions can be quoted upon a complete understanding of your specific needs.
- Pricing guaranteed for 30 days from the date of this proposal and does not include sales tax where applicable.
- Any required permit, drawing, or blueprint fees or changes requested by authorities having jurisdiction (AHJ) will be additional.
- If a spotter is required for the use of a lift, customer will provide. If customer cannot provide, additional charges may apply.

## Service Agreements

Vector Security offers our business partners the convenience of a service agreement that will prioritize your business sites for scheduling and establish an agreed-upon monthly fee to cover material and labor for system repairs, mitigating unexpected one-time fees.

## Monthly Monitoring Service

Monitoring is a critical component of any security system. Your alarm and fire systems are monitored by the award-winning Vector Security Central Station where experienced operators are available 24/7 to dispatch authorities to your location quickly. Monitoring service rates are quoted based on quarterly payments, billed in advance. Annual, semi-annual, and monthly payment options are also available.

Our Central Station meets the highest industry established quality standards. We also use back-up cellular or radio service to ensure continuous monitoring of your security system even if standard telephone service is interrupted. And, our false alarm protocols let authorities know the need for a response to an alarm is real.

## Testing and Preventative Maintenance Inspections

Our testing and inspection programs provide businesses with timely and accurate information documenting the performance levels of a variety of different security systems including intrusion systems, video surveillance, and fire alarm. Our programs also address and provide solutions





adhering to a multitude of regulations in existence nationwide, and reliably scheduling testing and inspections within your multi-location business environment.

### **Comprehensive Testing Procedures**

Testing procedures include all types of devices: initiating, indicating, and notification devices; control equipment, central station monitoring components, and reserve power levels, as required by the specific governing body. Commercial fire alarms are required by federal law to be tested annually at a minimum; some jurisdictions require quarterly and have additional testing requirements above and beyond the standard National Fire Protection Association codes. NFPA 72 is the code adopted at federal and local levels to govern fire alarm protection, maintenance, and signaling.

### **Reliable Scheduling**

Testing and Preventative Maintenance Inspections are available annually, every six months, or quarterly. Once the desired testing frequencies are determined, each site to be inspected is added to our database, which automatically schedules and manages future tests and inspections. Individual inspection work orders are produced approximately one month prior to the required completion date. They are assigned to a technical service partner, and then managed through completion.

### **Accurate Inspection Documentation**

Our field support and inspections groups work closely to ensure that an accurate archive of information and documentation is created and stored for convenient access by site managers, inspectors, and service technicians. Records are also stored electronically within our service database and can be accessed at any time when needed. They include ALL pertinent inspection data, functionality of the system, problems discovered, the identity of ALL persons involved in the inspection process, and those who were notified of any deficiencies.

### **Reliable Post-Inspection Follow-through**

Our testing and inspections programs are based upon their ability to follow through on the correction of any deficiency discovered during the inspection process and manage the restoration of the system. Inspection reports are signed by the site manager and our service technician and are then provided to local management, loss prevention, or safety compliance departments, and any AHJ body included in the inspections process. Post-inspection corrections are then monitored until complete system restoration is achieved.

We appreciate you considering Vector Security. Please feel free to text, email, or call me back with any questions about your quote.



Intelligent security *tailored for you.*<sup>SM</sup>

**[vectorsecurity.com](http://vectorsecurity.com)**

Vector Security is a registered trademark of Vector Security, Inc. Licenses: FL EF20000395, EF20001159; LA F 317, 54974, F2142, F2144; MA 1492 C; MD 21PLU-SS2089; NC 5286760-CSA; NJ 13VH00292300, 34AL00000400, NJ Fire Alarm, Burglar Alarm and Locksmith Business Lic. #34LS00070600, 34BA00192401, 34FA000147300, 854 S. White Horse Pike, Hammonton, NJ [856-722-9400]; NY 12000234360, Licensed by the N.Y.S. Department of State; PA 004997, Philadelphia 16843; TX B11645; VA DCJS #11-2048, 2705020459A; WV WV043469. In North Carolina, licensing is regulated by the North Carolina Alarm Systems Licensing Board, 4901 Glennwood Ave, Suite 200, Raleigh, NC 27612, (919) 788-5320. In Texas, licensing is regulated by the Texas Department of Public Safety, Private Security Bureau, P.O. Box 4087, Austin, TX 78773, (512) 424-7710. License information additionally available at [www.vectorsecurity.com](http://www.vectorsecurity.com). Jan. 2022



**VILLAGES of WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

Phinnessee Guard Services  
(under Separate Cover)

**VILLAGES of WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

Discussion Pertaining Rerouting Bus Pickup  
Area

**VILLAGES of WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Payment Authorizations 162-172

**VILLAGES OF WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization 162**  
9/29/2022

Item No.	Payee	Invoice #	FY22 General Fund
1	<b>PFM Group Consulting, LLC</b> Dissemination Fee S2005A: 07/01/22-09/30/22	121715	\$ 1,250.00
<b>TOTAL</b>			<b>\$ 1,250.00</b>

*Venessa Ripoll*  
Secretary/Assistant Secretary

  
Chairperson

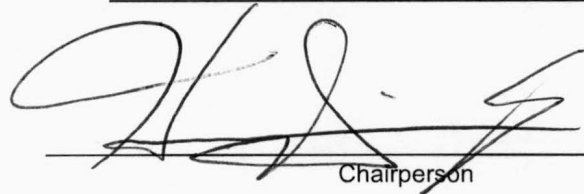
**VILLAGES OF WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 163  
10/6/2022

Item No.	Payee	Invoice #	General Fund FY 2022	General Fund FY 2023
1	<b>Advanced Security Specialist &amp; Consulting</b> Security Services: September 2022	V0092022	9,995.00 <del>\$ 10,695.00</del>	
2	<b>Beaches Electrical Service</b> Retrofit Pole Lights	10961		\$ 2,650.00
3	<b>Bug Out</b> Pest Control Service: September 2022	17048584	\$ 39.00	
4	<b>JEA (paid online)</b> 12060 Braddock Rd/12424 Cadley Cir; 08/29/22-09/28/22 6714/6794 Sandle Dr; 08/28/22-09/28/22	Acct: 0230853498 Acct: 8245040569	\$ 1,132.40 \$ 2,626.80	
5	<b>PFM Group Consulting, LLC</b> Tax Roll Preparation and Submission: FY 2023 District Management Fee: October 2022	121969 DM-10-2022-50		\$ 5,000.00 \$ 2,083.33
6	<b>Solitude Lake Management</b> Lake & Pond Management: September 2022 Lake & Pond Management: October 2022	PSI-13168 PSI-19890	\$ 1,118.67	\$ 1,118.67
7	<b>Vesta Property Services</b> Field Services: September 2022 Field Services/Janitorial: October 2022	402868 402869	\$ 1,600.00	\$ 2,510.00
8	<b>Yellowstone Landscape</b> Irrigation Repairs: August 2022	JAX434812	\$ 4,011.00	
Subtotal			\$ <del>21,222.87</del> 20,522.87	\$ 13,362.00
<b>TOTAL</b>			<b><del>\$34,584.87</del></b>	<b>\$33,884.87</b>

*Venessa Ripoll*

Secretary/Assistant Secretary



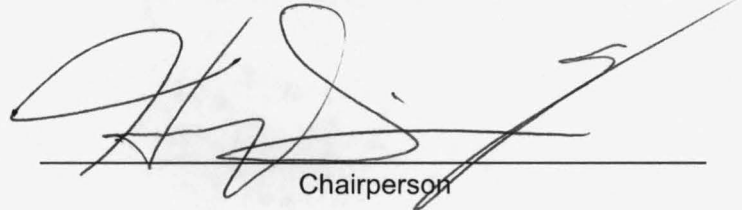
Chairperson

**VILLAGES OF WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization 164**  
10/13/2022

Item No.	Payee	Invoice #	General Fund FY 2022	General Fund FY 2023
1	<b>Comcast Business (paid online)</b> 6713 SANDLE DR; 10/11/22-11/10/22	Acct: 2518167		\$ 123.40
2	<b>Vesta Property Services</b> Billable Expenses: September 2022	403471	\$ 383.17	
3	<b>Yellowstone Landscape</b> Landscape Maintenance: September 2022	JAX 440169	\$ 3,615.75	
Subtotal			\$ 3,998.92	\$ 123.40
<b>TOTAL</b>			<b>\$4,122.32</b>	

*Venessa Ripoll*  
Secretary/Assistant Secretary

  
Chairperson



**VILLAGES OF WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization 165**

10/20/2022

Item No.	Payee	Invoice #	General Fund FY 2022	General Fund FY 2023
1	<b>KE Law Group</b> General Counsel Through 09/30/22	4391	\$ 4,929.00	
2	<b>Rick Arsenault</b> Pool Maintenance: August 2022 Pool Maintenance: September 2022 Pool Maintenance: October 2022	VOW722 VOW822 VOW922	\$ 726.64 \$ 1,559.78	\$ 1,951.56
3	<b>Tax Collector - City of Jacksonville</b> Garbage, Yard Waste and Recycling - FY 2023	ARCO23001423		\$ 178.81
Subtotal			\$ 7,215.42	\$ 2,130.37
<b>TOTAL</b>			<b>\$9,345.79</b>	

*Venessa Ripoll*

Secretary/Assistant Secretary



Chairperson


**VILLAGES OF WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization 166**  
11/3/2022

Item No.	Payee	Invoice #	General Fund FY 2023
1	<b>Advanced Security Specialist &amp; Consulting</b> Security Services: October 2022	V0102022	\$ 9,756.00
2	<b>Department of Economic Opportunity</b> FY 2023 Special District Fee	86755	\$ 175.00
3	<b>JEA (paid online)</b> 12060 Braddock Rd/12424 Cadley Cir; 09/28/22-10/31/22 6714/6794 Sandle Dr; 09/27/22-10/27/22	Acct: 0230853498 Acct: 8245040569	\$ 1,044.96 CREDIT
4	<b>Rick Arsenault</b> Chemical Feed Pump Installation Drain Safety Cover Installation	VOWSTNR1022 VOWVGB1022	\$ 570.36 \$ 540.00
5	<b>Southern Breeze Outdoor Furnishings</b> New Dining Tables; Re-strap Outdoor Chaises/Chairs	1052	\$ 7,227.00
6	<b>US Bank</b> Trustee Fees S2005A 10/01/22-09/30/23	6705651	\$ 3,717.38
7	<b>Vesta Property Services</b> Field Services/Janitorial/Maintenance: November 2022	403643	\$ 4,626.00
8	<b>Yellowstone Landscape</b> Palm Tree Trimming	JAX 450808	\$ 900.00
<b>TOTAL</b>			<b>\$ 28,556.70</b>

*Venessa Ripoll*

Secretary/Assistant Secretary



Chairperson

**VILLAGES OF WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization 167**  
11/10/2022

Item No.	Payee	Invoice #	General Fund FY 2023
1	<b>Comcast Business (paid online)</b> 6713 SANDLE DR; 11/11/22-12/10/22	Acct: 2518167	\$ 123.40
2	<b>The Flying Locksmiths of Jacksonville</b> Access Control - Doorking System Repairs	003-1458116	\$ 223.60
3	<b>Solitude Lake Management</b> Lake & Pond Management: November 2022	PSI-27419	\$ 1,118.67
<b>TOTAL</b>			<b>\$ 1,465.67</b>

*Venessa Ripoll*

Secretary/Assistant Secretary



Chairperson

**VILLAGES OF WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization 168**  
11/17/2022

Item No.	Payee	Invoice #	General Fund FY 2023
1	<b>Yellowstone Landscape</b> Landscape Maintenance: October 2022	JAX 456021	\$ 3,615.75
<b>TOTAL</b>			<b>\$ 3,615.75</b>

*Venessa Ripoll*

Secretary/Assistant Secretary



Chairperson

**VILLAGES OF WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization 169**  
12/1/2022

Item No.	Payee	Invoice #	General Fund FY 2022	General Fund FY 2023
1	<b>MosquitoNix</b> Holiday Lighting Installation	28353		\$ 4,906.00
2	<b>PFM Group Consulting, LLC</b> Billable Expenses: September 2022 District Management Fee: November 2022	122388 DM-11-2022-50	\$ 467.30	\$ 2,083.33
3	<b>Vesta Property Services</b> Field Services/Janitorial/Maintenance: December 2022	405274		\$ 4,626.00
Subtotal			\$ 467.30	\$ 11,615.33
<b>TOTAL</b>			<b>\$12,082.63</b>	

*Venessa Ripoll*

Secretary/Assistant Secretary



Chairperson

**VILLAGES OF WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization 170**

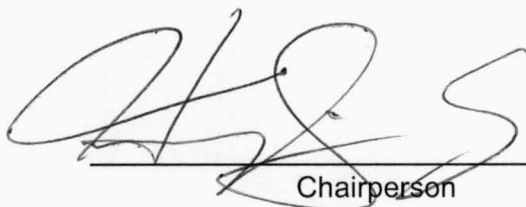
12/8/2022

Item No.	Payee	Invoice #	General Fund FY 2023
1	<b>Advanced Security Specialist &amp; Consulting</b>		
	Security Services: November 2022 (On Site)	V0112022-OS	\$ 4,291.00
	Security Services: November 2022 (Roving Patrol)	V0112022-RP	\$ 4,340.00
2	<b>Bug Out</b>		
	Pest Control Service: November 2022	17390260	\$ 39.00
3	<b>JEA (paid online)</b>		
	12060 Braddock Rd/12424 Cadley Cir; 10/27/22-11/30/22	Acct: 0230853498	\$ 907.53
	6714/6794 Sandle Dr; 10/26/22-11/29/22	Acct: 8245040569	CREDIT
4	<b>Yellowstone Landscape</b>		
	Landscape Maintenance: November 2022	JAX 468298	\$ 3,615.75

<b>TOTAL</b>	<b>\$ 13,193.28</b>
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*Vivian Carvalho*

Secretary/Assistant Secretary



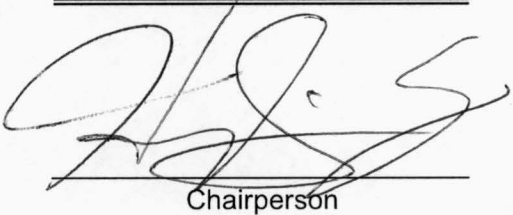
Chairperson

**VILLAGES OF WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization 171**  
12/15/2022

Item No.	Payee	Invoice #	General Fund FY 2023
1	<b>Black Santa Jax</b> Holiday Event - Santa Visit	064	\$ 185.40
2	<b>Bug Out</b> Pest Control Service: December 2022	17537667	\$ 39.00
3	<b>Comcast Business (paid online)</b> 6713 SANDLE DR; 12/11/22-01/10/23	Acct: 2518167	\$ 123.40
4	<b>FastSigns</b> Community Reader Board - Balance Due	2215-6790	\$ 1,962.55
5	<b>KE Law Group</b> General Counsel Through 10/31/22 General Counsel Through 11/30/22	4878 5095	\$ 9,762.13 \$ 1,098.00
6	<b>PFM Group Consulting, LLC</b> District Management Fee: December 2022	DM-12-2022-51	\$ 2,083.33
7	<b>Solitude Lake Management</b> Lake & Pond Management: December 2022	PSI-34987	\$ 1,118.67

<b>TOTAL</b>	<b>\$ 16,372.48</b>
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\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson

**VILLAGES OF WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization 172**


12/22/2022

Item No.	Payee	Invoice #	General Fund FY 2023
1	<b>Jacksonville Daily Record</b> Legal Advertising on 12/15/22	22-07935D	\$ 99.88
2	<b>PFM Group Consulting, LLC</b> Dissemination Fee S2005A: 10/01/22-12/31/22	123245	\$ 1,250.00
3	<b>Yashekia Scarlett</b> Reimbursement: Black Santa Jax Deposit	--	\$ 50.00

**TOTAL \$ 1,399.88**

*Vivian Carvalho*

Secretary/Assistant Secretary

  
Chairperson



**VILLAGES of WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

Review of District Financial Statements

**Villages of Westport CDD**  
**Statement of Financial Position**  
As of 12/31/2022

	General Fund	Debt Service Fund	Construction Fund	Long Term Debt Group	Total
<b><u>Assets</u></b>					
<b><u>Current Assets</u></b>					
General Checking Account - CNB	\$281,590.21				\$281,590.21
State Board of Administration	5,134.11				5,134.11
Assessments Receivable	73,969.82				73,969.82
Assessments Receivable		\$268,025.80			268,025.80
Due From Other Funds		42,705.94			42,705.94
Debt Service Reserve 2005A		527,009.01			527,009.01
Revenue 2005A Bond		686,394.98			686,394.98
Interest 2005A		0.09			0.09
Prepayment 2005A		1,033.51			1,033.51
Sinking Fund 2005		0.15			0.15
Acquisition/Construction 2005A			\$64,951.65		64,951.65
Deferred Cost 2005A Bond			439,635.26		439,635.26
Total Current Assets	\$360,694.14	\$1,525,169.48	\$504,586.91	\$0.00	\$2,390,450.53
<b><u>Investments</u></b>					
Amount Available in Debt Service Funds				\$1,214,437.74	\$1,214,437.74
Amount To Be Provided				6,050,562.26	6,050,562.26
Total Investments		\$0.00	\$0.00	\$7,265,000.00	\$7,265,000.00
<b>Total Assets</b>	<b>\$360,694.14</b>	<b>\$1,525,169.48</b>	<b>\$504,586.91</b>	<b>\$7,265,000.00</b>	<b>\$9,655,450.53</b>
<b><u>Liabilities and Net Assets</u></b>					
<b><u>Current Liabilities</u></b>					
Accounts Payable	\$45,447.69				\$45,447.69
Deferred Revenue	73,969.82				73,969.82
Deferred Revenue		\$268,025.80			268,025.80
Total Current Liabilities	\$119,417.51	\$268,025.80	\$0.00	\$0.00	\$387,443.31

**Villages of Westport CDD**  
Statement of Financial Position  
As of 12/31/2022

	General Fund	Debt Service Fund	Construction Fund	Long Term Debt Group	Total
<b><u>Long Term Liabilities</u></b>					
Revenue Bonds Payable LongTerm				\$7,265,000.00	\$7,265,000.00
Total Long Term Liabilities		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$7,265,000.00</u>	<u>\$7,265,000.00</u>
<b>Total Liabilities</b>	<u>\$119,417.51</u>	<u>\$268,025.80</u>	<u>\$0.00</u>	<u>\$7,265,000.00</u>	<u>\$7,652,443.31</u>
<b><u>Net Assets</u></b>					
Fund Balance - Unreserved	(\$4,844.00)				(\$4,844.00)
Net Assets, Unrestricted	129,263.55				129,263.55
Net Assets - General Government	4,599.75				4,599.75
Current Year Net Assets - General Government	112,257.33				112,257.33
Net Assets, Unrestricted		\$939,602.90			939,602.90
Current Year Net Assets, Unrestricted		317,540.78			317,540.78
Net Assets, Unrestricted			(\$797,404.12)		(797,404.12)
Net Assets, Unrestricted			1,293,773.36		1,293,773.36
Current Year Net Assets, Unrestricted			8,217.67		8,217.67
<b>Total Net Assets</b>	<u>\$241,276.63</u>	<u>\$1,257,143.68</u>	<u>\$504,586.91</u>	<u>\$0.00</u>	<u>\$2,003,007.22</u>
<b>Total Liabilities and Net Assets</b>	<u>\$360,694.14</u>	<u>\$1,525,169.48</u>	<u>\$504,586.91</u>	<u>\$7,265,000.00</u>	<u>\$9,655,450.53</u>

**Villages of Westport CDD**  
**Statement of Activities**  
As of 12/31/2022

	General Fund	Debt Service Fund	Construction Fund	Long Term Debt Group	Total
<b><u>Revenues</u></b>					
On-Roll Assessments	\$194,966.86				\$194,966.86
Off-Roll Assessments	21,488.32				21,488.32
Other Income & Other Financing Sources	70.00				70.00
On-Roll Assessments		\$525,495.91			525,495.91
Inter-Fund Group Transfers In		(5,265.79)			(5,265.79)
Inter-Fund Transfers In			\$5,265.79		5,265.79
<b>Total Revenues</b>	<b>\$216,525.18</b>	<b>\$520,230.12</b>	<b>\$5,265.79</b>	<b>\$0.00</b>	<b>\$742,021.09</b>
<b><u>Expenses</u></b>					
Public Official Insurance	\$3,460.00				\$3,460.00
Trustee Services	3,717.38				3,717.38
District Management	6,249.99				6,249.99
Field Management	4,800.00				4,800.00
Dissemination Agent	1,250.00				1,250.00
District Counsel	10,860.13				10,860.13
Assessment Administration	5,000.00				5,000.00
Legal Advertising	99.88				99.88
Contingency	7,227.00				7,227.00
Dues, Licenses, and Fees	175.00				175.00
Amenity - Electric	4,602.49				4,602.49
Amenity - Telephone	370.20				370.20
Amenity - Insurance	4,819.00				4,819.00
Amenity - Pool Maintenance	5,478.58				5,478.58
Amenity - Access Control	223.60				223.60
Amenity - Janitorial	2,730.00				2,730.00
Amenity - Pest Control	78.00				78.00
Amenity - R&M Grounds	1,962.55				1,962.55
Amenity - Security	18,387.00				18,387.00
General Insurance	4,211.00				4,211.00
General Repair & Maintenance	6,900.15				6,900.15
Lake Maintenance	3,356.01				3,356.01
Landscaping Maintenance & Material	7,231.50				7,231.50
Landscape Improvements	900.00				900.00
Community Events	235.40				235.40
Interest Payments		\$207,052.50			207,052.50
<b>Total Expenses</b>	<b>\$104,324.86</b>	<b>\$207,052.50</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$311,377.36</b>
<b><u>Other Revenues (Expenses) &amp; Gains (Losses)</u></b>					
Interest Income	\$57.01				\$57.01
Interest Income		\$4,363.16			4,363.16
Interest Income			\$2,951.88		2,951.88
<b>Total Other Revenues (Expenses) &amp; Gains (Losses)</b>	<b>\$57.01</b>	<b>\$4,363.16</b>	<b>\$2,951.88</b>	<b>\$0.00</b>	<b>\$7,372.05</b>
<b>Change In Net Assets</b>	<b>\$112,257.33</b>	<b>\$317,540.78</b>	<b>\$8,217.67</b>	<b>\$0.00</b>	<b>\$438,015.78</b>
<b>Net Assets At Beginning Of Year</b>	<b>\$129,019.30</b>	<b>\$939,602.90</b>	<b>\$496,369.24</b>	<b>\$0.00</b>	<b>\$1,564,991.44</b>
<b>Net Assets At End Of Year</b>	<b>\$241,276.63</b>	<b>\$1,257,143.68</b>	<b>\$504,586.91</b>	<b>\$0.00</b>	<b>\$2,003,007.22</b>

**Villages of Westport CDD**  
**Budget to Actual**  
For the period through 12/31/22

	Actual	Year To Date Budget	Variance	Adopted FY 2023 Budget
<b><u>Revenues</u></b>				
Assessments	\$ 216,455.18	\$ 72,606.25	\$ 143,848.93	\$ 290,425.00
Carry Forward Surplus	-	13,964.75	(13,964.75)	55,859.00
Other Income & Other Financing Sources	70.00	-	70.00	-
<b>Net Revenues</b>	<b>\$ 216,525.18</b>	<b>\$ 86,571.00</b>	<b>\$ 129,954.18</b>	<b>\$ 346,284.00</b>
<b><u>General &amp; Administrative Expenses</u></b>				
Public Official Insurance	\$ 3,460.00	\$ 965.75	\$ 2,494.25	\$ 3,863.00
Supervisor Fees	-	1,000.00	(1,000.00)	4,000.00
Trustee Services	3,717.38	930.00	2,787.38	3,720.00
District Management	6,249.99	6,875.00	(625.01)	27,500.00
Field Management	4,800.00	4,800.00	-	19,200.00
Dissemination Agent	1,250.00	1,250.00	-	5,000.00
Reamortization Schedule	-	125.00	(125.00)	500.00
District Counsel	10,860.13	1,250.00	9,610.13	5,000.00
Assessment Administration	5,000.00	1,250.00	3,750.00	5,000.00
Audit	-	1,200.00	(1,200.00)	4,800.00
Arbitrage Calculation	-	250.00	(250.00)	1,000.00
Postage & Shipping	-	62.50	(62.50)	250.00
Legal Advertising	99.88	375.00	(275.12)	1,500.00
Miscellaneous	-	250.00	(250.00)	1,000.00
Community Events	235.40	500.00	(264.60)	2,000.00
Web Site Maintenance	-	630.00	(630.00)	2,520.00
Dues, Licenses, and Fees	175.00	43.75	131.25	175.00
Amenity - Water/Electric	4,602.49	11,250.00	(6,647.51)	45,000.00
Amenity - Telephone	370.20	375.00	(4.80)	1,500.00
Amenity - Insurance	4,819.00	1,282.25	3,536.75	5,129.00
Amenity - Dues & License	-	100.00	(100.00)	400.00
Amenity - Irrigation Repairs	-	750.00	(750.00)	3,000.00
Amenity - Pool Maintenance	5,478.58	4,500.00	978.58	18,000.00
Amenity - Access Control	223.60	425.00	(201.40)	1,700.00
Amenity - Janitorial	2,730.00	2,500.00	230.00	10,000.00
Amenity - Pest Control	78.00	300.00	(222.00)	1,200.00
Amenity - R&M Building	-	2,531.75	(2,531.75)	10,127.00
Amenity - R&M Grounds	1,962.55	1,250.00	712.55	5,000.00
Amenity - Security	18,387.00	17,500.00	887.00	70,000.00
General Insurance	4,211.00	1,175.00	3,036.00	4,700.00
General Repair & Maintenance	6,900.15	1,250.00	5,650.15	5,000.00
Irrigation	-	625.00	(625.00)	2,500.00
Lake Maintenance	3,356.01	3,500.00	(143.99)	14,000.00
Landscaping Maintenance & Material	7,231.50	11,500.00	(4,268.50)	46,000.00
Landscape Improvements	900.00	1,250.00	(350.00)	5,000.00
Right of Way Mowing	-	1,500.00	(1,500.00)	6,000.00
Contingency-Hurricane Repairs	7,227.00	1,250.00	5,977.00	5,000.00
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 104,324.86</b>	<b>\$ 86,571.00</b>	<b>\$ 17,753.86</b>	<b>\$ 346,284.00</b>
<b>Total Expenses</b>	<b>\$ 104,324.86</b>	<b>\$ 86,571.00</b>	<b>\$ 17,753.86</b>	<b>\$ 346,284.00</b>
<b>Income (Loss) from Operations</b>	<b>\$ 112,200.32</b>	<b>\$ -</b>	<b>\$ 112,200.32</b>	<b>\$ -</b>
<b><u>Other Income (Expense)</u></b>				
Interest Income	\$ 57.01	\$ -	\$ 57.01	\$ -
<b>Total Other Income (Expense)</b>	<b>\$ 57.01</b>	<b>\$ -</b>	<b>\$ 57.01</b>	<b>\$ -</b>
<b>Net Income (Loss)</b>	<b>\$ 112,257.33</b>	<b>\$ -</b>	<b>\$ 112,257.33</b>	<b>\$ -</b>