

Dunes
Community Development District

March 12, 2021

Dunes Community Development District Agenda

Friday
March 12, 2021
9:30 a.m.

Dunes CDD Administrative Office
101 Jungle Hut Road
Palm Coast, Florida
<https://us02web.zoom.us/j/85113091287>
Call In # (929) 205-6099
Meeting ID # 851 1309 1287

- I. Roll Call & Agenda
- II. Minutes
 - A. Approval of the Minutes of the February 12, 2021 Meeting
 - B. Acceptance of the Minutes of the February 12, 2021 Audit Committee Meeting
- III. Audience Comments
- IV. Reports and Discussion Items
 - Discussion on Capacity Fee Issues for Commercial Accounts
 - Discussion on Stormwater Utility / Reclaimed Flow
 - Renaissance / Beach Walk / Lennar Homes Development Update
 - C. Ratification of E-Verify Memorandum of Understanding
 - D. Discussion on Chapter 1 Rules
 - E. Consideration of District Manager Monetary Approval Threshold
- V. Staff Reports
 - Attorney
 - F. Engineer – Report
 - Manager

G. Bridge Report for February

H. Additional Budget Items Report

VI. Supervisors' Requests and Audience Comments

VII. Financial Reports

I. Balance Sheet & Income Statement

J. Community Projects Schedule

K. Assessment Receipts Schedule

L. Approval of Check Register

VIII. Next Scheduled Meetings – April 9, 2021 @ 9:30 a.m. at the Dunes CDD Administrative Office, 101 Jungle Hut Road, Palm Coast, Florida (Audit Committee Meeting and Board of Supervisors meeting)

IX. Adjournment

A.

MINUTES OF MEETING
DUNES COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Dunes Community Development District was held Friday, February 12, 2021 at 9:30 a.m. at the Dunes Administrative Office, 101 Jungle Hurt Road, Palm Coast, Florida.

Present and constituting a quorum were:

George DeGovanni	Chairman
Gary Crahan	Vice Chairman
Rich DeMatteis	Assistant Secretary
Charles Swinburn	Assistant Secretary (via Zoom)
Dennis Vohs	Treasurer

Also present were:

Greg Peugh	District Manager
Jim Perry	District Representative (Via Zoom)
Michael Chiumento	District Counsel (Via Zoom)
Dave Ponitz	District Engineer (Via Zoom)
Dave Mason	CDM Smith (Via Zoom)
Don Stone	CDM Smith (Via Zoom)

The following is a summary of the discussions and actions taken at the February 12, 2021 meeting. An audio copy of the proceedings can be obtained by contacting the District Representative.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Perry called the meeting to order at 9:30 a.m.

SECOND ORDER OF BUSINESS

Stormwater Utility Presentation

Mr. Peugh stated CDM is our consultant and they've been working diligently on the stormwater utility study. On the Zoom call we have Dave Mason and Don Stone and they're going to do the presentation.

Mr. Mason introduced himself as the project manager and informed the Board he has been working on the stormwater utility project to determine the feasibility and details of development. The following is a summarized version of the presentation.

Mr. Mason stated we see the evaluation and potential implementation of a stormwater utility in two phases. We are mostly in the evaluation phase now; however, we have stepped into the implementation side to get prepared if that's the direction we go. I'm looking at cost of service, what the water rate structure may look like and what a possible rate may be based on the type of service you're providing, then laying out some implementation planning. The first step is understanding what types of services are being provided and what the costs of those services are. We look at the program in three areas: program management, operation and maintenance and capital improvement. The program management is administration and planning, responding to complaints and anything regulatory. Operation and maintenance is the stuff going on in the field such as maintenance within the system, lake maintenance and any ditch cleaning and clearing. The capital improvement is when things fail so that's the larger projects that have to get done. After talking to staff, we dove into the budget and tried to dissect what types of things are being provided under the water and sewer program and what types of things are outside of that. Based on a typical year you all are spending a little over \$300,000 on stormwater management services. The idea is if you were to look at a different revenue stream, how might you fund that and what might those additional program elements look like to move the program ahead to where it should be.

One of the things we've done under this contract is develop a GIS platform that has taken all of the as-built information that you have and placed it into an online database. We've got a map-based system now of every asset that you have. We know what size it is; we know where it is and which way it flows. The next step is to start to manage those assets in a proactive way so that's what is driving the conversation of what types of future services we should be providing to create a long-term sustainable system.

The next part is how you determine the charge. For your water system you pay based on the amount of water you use. For sewer you're paying some percentage of the water charge. Electric you pay for the amount of electricity you use. Stormwater is a little less direct but the way they've been done historically is based on the amount of runoff your property generates, and we equate the charge to the property based on the impervious area. The most common rate model is what we call the Equivalent Residential Unit Basis (ERU). Other methods are the Single-Family Unit (SFU) and the Tiered Residential Fee. The way they differ is we're measuring all the residential properties and regardless of what type of residential property you are, if you have one dwelling unit, you're going to get one charge, and everybody is going to pay the same whether

you're in a condo or a house with the concept being everyone is benefitting fairly equally from the services being provided. With the tiered single-family unit, single family homes are separated into three or more tiers based on impervious areas. For the recommended level of service, we're looking at a \$14-\$15 range for the ERU method. If you move to the SFU method, you're going to need to charge more per customer.

There are some decisions to be made such as to what kind of public outreach you want to do, developing some policy documents, credits, billing startup, what the appropriate level of funding is, which rate structure is most preferred for your community and then setting that rate. Lastly is that implementation timeline, so whether you want to implement it on a fiscal year or calendar year basis.

Mr. DeGiovanni asked how much time do we need to do the community outreach campaign? Is 2022 sufficient time?

Mr. Peugh asked how long do we have to advertise?

Mr. Perry responded once you set a rate it's basically a 30-day process.

Mr. Peugh stated let's just say \$15 and my recommendation is I'd like to do the ERU, but obviously that's up to you all to decide. The first thing is I need to know where all of my assets are and then we have to go out and assess them. We think we're in pretty good shape, so we don't need to build up a huge capital fund at this point, but I don't know that. That's what I need these dollars to do.

Mr. Crahan stated I think the ERU is right, and I think the level of service that was advocated is a good one to do; not the Cadillac version as they called it, but down one notch. I'd like to see what the \$150,000 of admin costs include. Are we talking about increased staffing and if so, how many? Then I would say phasing this into the budget process and implementing at a fiscal year start. I don't know if this year is too short.

Mr. Peugh stated to my knowledge, I don't think that's possible.

Mr. Crahan stated from an auditor's perspective fiscal year would be a lot cleaner.

Mr. DeMatteis stated I don't disagree. I think the lower the costs and the simpler the explanation and the structure that has the appearance of being the fairest and starting at the recommended level of service and tiering up to the higher rate is the way to go. I think it would be too difficult to explain the multi-tier effect. I'll leave the timing to the experts, but I would prefer it on a fiscal year so that everything is in line.

Mr. Vohs stated I think the question that would be in people's minds is in theory we have one of the best priced water around and why wouldn't you just raise the price of the water and set up a reserve for the stormwater, but just not have to explain a new charge?

Mr. Swinburn stated I agree with what Gary and Rich had to say. The most questions I get asked are related to all of the money we have in the bridge fund. People don't understand the concept of putting money aside now for needs that are years from now, or longer and it's definitely going to come up in this context when we start raising the fees for the wastewater. If as part of our public outreach process, we can catch that it's more than just the normal increase driven by stormwater management needs out in the future and reminding people that we lowered rates recently I think that would help.

Mr. DeGiovanni stated the way I look at it is keep it simple with the rates, and normally I would be anxious to do something sooner rather than later but I don't think that's realistic so I agree, do it with the fiscal year which would be fiscal year 2023 and in the meantime what we can do with the current budget that comes around in October, is we can take a chunk of money and put it into this enterprise fund bundle and tell the community we're going to do that as we go through our public outreach campaign; that we've taken this money as a supplement, but here's the bills we're going to have to pay over the year in the stormwater because of that, and then like Charlie said we remind them of the rate decrease and let them know we need to have a rate associated with this new enterprise fund. Finally, we've got almost \$53 million of assets and I imagine we can break those up between the bridge and utility and the stormwater to show that yes, we have a lot of money in the bridge, but we have a significant asset associated with the bridge and a lot of things can go wrong with that bridge short-term versus long-term just like with the water utility fund and we need those reserves whether you like it not just like those that have savings accounts and IRAs and 401Ks that are your security blankets.

Mr. Mason stated there's definitely no technical limitation in terms of timing of implementation. The work can get done in terms of the fee setup and all that stuff. It's really more of a political discussion locally of how much time you want to use to give people notice. Really anything six months out and later would be attainable from a technical standpoint.

Mr. Stone stated the billing software vendor would need to be brought in soon to start talking about the mechanism of actually putting the fee on the existing bill.

THIRD ORDER OF BUSINESS**Approval of Minutes****A. January 8, 2021 Meeting**

Mr. Crahan provided corrections to the minutes, which will be included in the final version.

Mr. DeMatteis stated over the years we've evolved from wordier minutes that is more reflective of the actual conversation and we've made an effort to cut that down to some degree, but in my personal opinion we've gone too far. There's a lot of conversation that takes place that doesn't make it into the minutes, and I don't think that's a positive thing.

On MOTION by Mr. DeMatteis seconded by Mr. Crahan with all in favor the minutes of the January 8, 2021 meeting were approved as amended.

Mr. Swinburn left the meeting at this time.

FOURTH ORDER OF BUSINESS**Audience Comments**

There being none, the next item followed.

FIFTH ORDER OF BUSINESS**Reports and Discussion Items****B. Acceptance of the Audit Committee's Recommendation and Authorization for Staff to Issue an RFP**

Mr. Perry stated the board met as the audit committee previously and recommended the five criteria so now, you're sitting as the Board of Supervisors accepting the audit committee's recommendation.

On MOTION by Mr. Vohs seconded by Mr. Crahan with all in favor the audit committee's recommendation was accepted.

Discussion on Capacity Fee Issues for Commercial Accounts

Mr. Peugh stated the Hammock Beach Resort was significantly down in January. I was under the impression that they were not doing any more resurfacing, however they are going to continue resurfacing the indoor pool and hot tub this year so that will hopefully bring their water usage down. In the meantime, they found very large leaks in both of the small hot tubs and their indoor pool. They will be repairing leaks throughout this summer and therefore we should monitor

the situation and see what water is conserved through the next summer. The consensus of the board was to proceed in this manner.

We sent Cinnamon Beach a letter for about \$23,000 and that check is supposed to be delivered sometime in the near future.

Discussion on Stormwater Utility / Reclaimed Flow

The stormwater utility was discussed above under item II.

Mr. Peugh stated Palm Coast has the new pump in, but we're not getting any additional flow and it just doesn't make any sense to me. They tell us we've got some blockage in our line, but based on the flow that we saw and the pressure differentials we had I don't see any blockages, so I'm not sure what they did with the pump but I want to see the pump curve and we can hopefully give them some recommendations.

Renaissance / Beach Walk / Lennar Homes Development Update

Mr. Peugh stated Renaissance met with us and asked what fees they are required to pay. Their engineer has asked for standard details. Additionally, they revised the lot count on the plat from 29 to 33 homes. The Oare folks still own it, so I've sent them a bill for their additional lots, but they've been a little slow paying on that. We do have a lien on their property.

I do not have anything on Beach Walk; they are continuing their site work so they're moving along with it.

I haven't heard anything on Lennar. We sent some preliminary capacity fee calculations to the developer.

C. Discussion on Revised Handbook

Mr. Peugh stated I think I have everything that we discussed last month included. If there's anything else, I will change it. George brought up the organizational chart. Where it says District Manager and then management services, legal services, etc., the Supervisors don't really manage that, I do, so I'll fix that and then we will start distributing to the employees. Mr. Crahan stated that accolades should be added to the employee file as well.

D. Discussion on Spending Threshold for District Manager

Mr. Perry stated most other districts don't have utilities and their expenditures are typically a lot less. The spending thresholds for district managers for items that are unbudgeted are typically in the \$2,500 to \$3,000 range. Of course, they can go up if there's an emergency situation or some type of need that has to be addressed between board meetings and typically the District Manager will contact the Chair and get his approval and then it would be ratified at the next meeting. If it's items that have been budgeted for contractual amounts it might be more than that \$2,500 or \$3,000 and if it's included in the budget, then the district manager can approve those expenditures also. For you, those amounts don't work because of the nature of the business and your expenses are a lot more than a typical district so you probably need to adopt a formal threshold for Greg and keep in mind everything is typically ratified with the approval of the check register on a monthly basis.

Mr. Peugh stated I looked at our 2020 purchase orders and there were 326. Purchase orders are required if it's over \$200. Of those 326, 307 were less than \$20,000. The rest were items like the Chevy Colorado, which you all approved, and it was in the budget. You're going to see meters in there for \$50,000. The largest purchase was about \$106,000 and that was the pony pump that you all approved. If we do some small limit it's going to pretty much stop this operation. Mr. Crahan asked Mr. Peugh for a dollar figure of the limit for Mr. Peugh and he responded with \$100,000.

Mr. DeGiovanni stated based on the infrastructure we have and the number of assets we have, my proposal is the manager has up to \$100,000 emergency approval between board meetings. All budgeted items already approved he also has is approval to implement during that time between board meetings. Any emergency dollars required above \$100,000 he needs to have either the Chairman's approval or the Treasurer's approval and at the next budget meeting we can formally approve those allocations.

Mr. DeMatteis stated 95% of the purchase orders were \$20,000 or less and most of what was over \$20,000 was budgeted. If someone on the outside looks in and says that guy running the place can spend \$100,000 on a whim. People do stupid things, and you may be fired, but we have to live with the consequences of that. It's appropriate to be conservative and if you can be conservative by covering 95% of the transactions or more by simple guidelines, then I don't think it's a problem.

Mr. Swinburn stated somebody made a good point that we do get to approve these things after the fact at a board meeting and that's why we have that chart called FY2021 additional budget

items and that's where this query started because we had that column that said board meeting authorized, and money had been spent that hadn't been authorized. I don't have any problem with Greg having a limit that he can go up to. As a concept, \$100,000 seems like a lot of money. I think it should be something less than that and I'd like to have a little better idea. Perhaps before the next meeting Greg can scratch out a couple sentences as to what an emergency is; if it means the plant has to be shut down if we don't spend this money or what the consequence is if the money isn't spent.

Mr. Vohs stated I agree with Charlie on the descriptions of what falls into the need of immediate spending without going through the process of getting approval; that would be helpful, and then I'm comfortable with the \$100,000, but I think we need a description.

Mr. DeGiovanni stated we are going to table this to the next meeting to discuss it and think about it.

Mr. Peugh stated I will put something together. In general, my rule is if it's compromising safety, I'm going to fix it. The other is if it's going to impact the water treatment, I know I need to fix that. The pump impacts our treatment, and I don't like going to Palm Coast water. I'll put some framework around that, but that's where my head is.

Mr. DeGiovanni asked Mr. Peugh to draft a resolution for the next meeting stating what is defined as an emergency and suggested dollar amounts that would require approval by the Chair or Treasurer.

SIXTH ORDER OF BUSINESS

Staff Reports

Attorney

Mr. Chiumento stated in regard to the parcel of land that we were negotiating with Ocean Hammock, we believe based on our title search that Ocean Hammock never had title to it and it was one of those remnant pieces from a plat and that ITT is vested in it, so we sent information to ITT requesting them to issue a limited warranty deed and we've been back and forth with their general counsel. Long story short, they want to either issue a quitclaim deed to us or they want to issue a limited deed with the title policy, which we really can't issue. The title policy would cover them in the event there was any claim. We have an issue as to whether the District wants to go down that road accepting a limited warranty deed, which basically means nothing; or a quitclaim deed, which basically says whatever interest we may or may not have in the property ITT gives

the district, so it gives you title to the land, but it's not 100% clean. The only way to get it 100% is to take the quitclaim deed and then do what is called a quit title action which is probably a couple thousand dollars with the costs included unless it's contested to wipe away any and all clouds on that parcel of land. It's just a matter of what kind of risk the district feels they want to take on this piece of property. My gut reaction is if we want to cross our T's and dot our I's, we do a quitclaim deed and do a quiet title action.

Mr. DeGiovanni stated I think the safest thing to do is do the quitclaim deed and do the quiet title.

Mr. Swinburn stated I would go with Michael's recommendation.

There were no objections from the remaining board members.

E. Engineer - Report

Mr. Ponitz gave a brief overview of the engineer's report, a copy of which was included in the agenda package.

Manager

F. Bridge Report for January

Mr. Peugh stated the revenue is down almost 3% and vehicle trips were down 6.5%. I don't have a really good reason other than COVID, and it was abnormally cold in January. We have a little over 21,000 accounts, we've sold 25,501 loyalty cards and there are 7,300 online users. Dennis asked about the press release regarding the toll suspension and I sent it to the Observer and Journal.

Mr. Crahan stated I'm seeing a lot of credit card activity at the toll booth. Is that helping?

Mr. Peugh responded with a 6.5% decline in traffic I would have expected over 12% decline in our revenue, so your idea was great.

G. Additional Budget Items Report

Mr. Peugh stated we had to purchase a new spare reverse osmosis water plant skid pump. It was fixed three times and we were sending it back to the manufacturer. Somehow it got lost in North Carolina and it was gone for a week or two and I needed a spare pump for that skid, otherwise we can't use skids three and four if either of the feed pumps malfunctioned and that is half of our

water plant so that's why the skid pump was purchased. Since then, they've found it so we're going to have two spares. Do I need a resolution for that, Jim?

Mr. Perry responded it will be ratified through the check register approval.

Mr. Swinburn stated we will be authorizing it through check approval so I think this chart should have the board meeting authorized date put into it for today's date. We should continue to maintain that structure since we created the column in the first place.

Mr. Peugh stated we will do that.

Miscellaneous Items

Mr. Peugh stated with the irrigation bill last month Mr. DeMatteis had asked about the reclaimed water and unfortunately, we coded an electric bill into that line item, so we fixed that.

Out of the 2,000 accounts about 606 people are using the utility website.

The pothole north of Granada was finally fixed.

Next month we're going to have an E-Verify memorandum ratified. It's now required for all Districts.

We issued a boiled water notice yesterday for Corte Del Mar, about 20 homes. A gasket blew out. It was not for the entire community. From now on, I will tell you that we have a boiled water notice, and we will send you the notice which identifies the affected homes, that we send the State, so you have it in the future.

SEVENTH ORDER OF BUSINESS

Supervisors' Requests and Audience Comments

Mr. Crahan stated I had a discussion with Greg in regard to pond maintenance. I observed a guy walk down to the edge of the pond behind me, walk back to his truck, sit there for a while and then drive off. I don't know what he's instructed to do or not to do in regard to treatment.

Mr. Peugh stated they are to look at it and if there's nothing there, they're not going to use chemicals. If there is an issue where we need to spray, we will address it as quickly as we can.

Mr. Crahan stated for that particular lake, I don't know any access point that he would have to that when it's totally built out.

Mr. Peugh stated I have the same concern, so we are working with the homeowner's association to get access to all of the lakes. We'd like to have easements where we have an agreement with the homeowner's association.

Mr. Crahan stated my last thing is as a result of the stormwater discussion, I think it would be worthwhile to take off the shelf the former studies directed toward reserves so we can look at them again. It would be interesting to see what the five-year projection was and how accurate it was.

Mr. Peugh stated when we look at that reserve study, we need to look at the pipes and that was always left out, so I can tell you the rates are going to go up when you add that in. That is something I need to do so I will make it more of a priority. The pony pumps were never contemplated, the maintenance has increased, and the facilities have increased so the reserves are going to need to increase.

Mr. Crahan stated in going to that slide of the presentation that had the levels of service, for the piping where does that put us? Are we in a fix and replace only on demand? We just need to make sure that we're all on board with what that level of service will be, not just for the stormwater utility, but for the rest of the utility that we're buying into.

Mr. Peugh stated I would like to be more proactive. The best thing you have on your side right now is the system is only 30 years old.

Mr. DeGiovanni stated if you look back at the briefing we just received, we're only a level two, which is basically reactionary and what we want to be is a level four or five, which is proactive comprehensive planning.

Mr. DeMatteis stated my pet peeve is that MalaCompra access into that ditch that goes out to MalaCompra Road, which is always full to the brim. Are we ever going to do anything about that? Because that doesn't handle any water and we know from the consultant that the MalaCompra ditch itself is improperly built and part of it is full and part of it is virtually empty and the connecting ditch barely drains. I'm always concerned about that.

Mr. Peugh responded yes and no. If you put more water into it, it's eventually going out to wherever it's going out to. It's still slow, you're absolutely right. That is a county ditch. One of the things we could do is go talk to the County Administrator about spending more money there. I'll talk to ETM about the improvements that were being made.

Mr. DeMatteis stated Ocean Hammock has come back and asked about the district voting issue and maybe pursue the legislative approach that the attorney general suggested. Is there any aversion from the Board for taking that approach?

Mr. DeGiovanni stated I don't think the Board should be involved.

Mr. Crahan stated to be honest with you, I think that would only work if both major communities join forces.

Mr. DeMatteis stated I understand that, but the District is the entity that we're looking to make a change to and if the District is opposed to it then I don't think he would even broach the subject if the District wasn't supportive.

Mr. Swinburn stated this was an idea to go to the state for a favorable interpretation that I pushed because I think it's the right thing to do, but the Board never voted on whether or not the Board would support such a measure. Instead, what we really did was give District Counsel the authority to ask the state if it could be done.

Mr. DeGiovanni stated personally I prefer they go to the communities and talk to them. It's up to you guys, you can take a vote and see who is in favor of it.

Mr. Vohs asked why don't we go to the homeowner's associations to see what they feel?

Mr. DeMatteis stated there's no issue with that, but if the District as an entity whose rules we have intentions to change is averse to it, even though the communities might be in favor, I would assume Ocean Hammock would support it and propose a bill to do it, so the first step is finding out if there is aversion to the Board to go down a road we went down once before. I assume the Board would have voted to do it if the State said okay.

Mr. Vohs stated I think we should at least go to the various homeowner's associations and find out their opinions on it. If the homeowner boards say it's good, I'm fine with it.

Mr. Crahan stated that's what I would say as well.

Mr. DeGiovanni stated I think we should stay neutral and let the communities decide.

Mr. Swinburn stated personally I would vote in favor of the change and I do think as an organization if we're not going to vote in favor of the change, we should be willing to say we do not oppose the change.

Mr. DeMatteis stated yes, because Renner is going to come to this Board and ask if both associations communicate to him that they would like to proceed and make this change. You're going to have to give an answer.

Mr. DeGiovanni stated okay, we can vote now on that.

Mr. Perry stated I would not vote on this subject right now because you don't have it on your agenda at all and it's something that is really basic to the district if you go down this road.

Mr. DeMatteis stated I'm not asking for a vote. I'm asking to see if this Board, which is now constituted differently than the one when we made that request to the state feels the same that they're comfortable with making a change if it should happen, or do you want to oppose it? We should know that in advance because why go through additional efforts of meetings with both associations and political representatives if at the end of the day the District itself is going to raise its hand and say we do not want to do this?

Mr. DeGiovanni stated whatever the communities decide, we will concur with. We're not going to fight what the communities want to do.

EIGHTH ORDER OF BUSINESS

Financial Reports

H. Balance Sheet & Income Statement

I. Community Projects Schedule

Mr. Vohs asked what are we going to do with the funds on the community projects schedule?

Mr. Peugh stated we spent \$30,000 on this end of the bridge. One of the things we thought about is spending some of the money for the toll improvements and some of that landscaping. Also, those rusty guardrails as you leave the toll bridge and head up the bridge, we've asked the consultant if we need to replace them or not. Unless you need something else, that was my plan.

Mr. Crahan stated we have coned off the path that looped back at the eastern end of the bridge.

Mr. Peugh stated we were trying to keep the walkers out of that area completely so the contractor can do his construction and they just walk around them. We put up some more substantial barricades and it's been better.

J. Assessment Receipts Schedule

K. Approval of Check Register

Mr. Swinburn asked what is U.S. Emergent Technologies?

Mr. Peugh responded that's when they cleaned out the sequencing batch reactor.

On MOTION by Mr. Crahan seconded by Mr. Vohs with all in favor the check register was approved.

NINTH ORDER OF BUSINESS

Next Meeting Scheduled for Friday, March 12, 2021 @ 9:30 a.m. at the Dunes CDD Administrative Office, 101 Jungle Hut Road, Palm Coast, Florida

TENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. DeMatteis seconded by Mr. Crahan with all in favor the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

B.

MINUTES OF MEETING
DUNES COMMUNITY DEVELOPMENT DISTRICT

The Dunes Community Development District audit committee met Friday, February 12, 2021 at 9:30 a.m. at the Dunes CDD Administrative Office, 101 Jungle Hut Road, Palm Coast, Florida.

Present were:

George DeGiovanni
Gary M. Crahan
Dennis Vohs
Charles Swinburn by Zoom
Rich DeMatteis
Greg Peugh
James Perry by Zoom
Michael Chiumento, III by Zoom
David Ponitz by Zoom

The following is a summary of the discussion and actions taken at the February 12, 2021 meeting. An audio copy of the proceedings can be obtained by contacting the District Representative.

FIRST ORDER OF BUSINESS

Roll Call

Mr. DeGiovanni called the meeting to order at 9:30 a.m.

SECOND ORDER OF BUSINESS

**Approval of Auditor Selection Evaluation
Criteria**

Mr. Perry stated by Florida Statutes the audit committee has to determine the evaluation criteria for the audit proposals that we will be getting in. There are four criteria that are required by the Statute: ability of personnel, proposer's experience, understanding of scope of work and ability to furnish the required services. There is the option to have a fifth criteria, which is price and we always recommend that. Most boards weigh each of those criteria equally.

On MOTION by Mr. Swinburn seconded by Mr. Vohs with all in favor the auditor selection evaluation criteria were approved as presented.
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THIRD ORDER OF BUSINESS

Other Business

There being none, the next item followed.

FOURTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Crahan seconded by Mr. Vohs with all in favor the audit committee meeting was adjourned.

C.

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR E-VERIFY EMPLOYER AGENTS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and Dunes Community Development District (E-Verify Employer Agent). The purpose of this agreement is to set forth terms and conditions which the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the E-Verify Employer Agent, the Employer, DHS, and the Social Security Administration (SSA).

The Employer is not a party to this MOU; however, this MOU contains a section titled Responsibilities of the Employer. This section is provided to inform E-Verify Employer Agents acting on behalf of the Employer of the responsibilities and obligations their clients are required to meet. The Employer is bound by these responsibilities through signing a separate MOU during their enrollment as a client of the E-Verify Employer Agent. The E-Verify program requires an initial agreement between DHS and the E-Verify Employer Agent as part of the enrollment process. After agreeing to the MOU as set forth herein, completing the tutorial, and obtaining access to E-Verify as an E-Verify Employer Agent, the E-Verify Employer Agent will be given an opportunity to add a client once logged into E-Verify. All parties, including the Employer, will then be required to sign and submit a separate MOU to E-Verify. The responsibilities of the parties remain the same in each MOU.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing

information under E-Verify and shall update them as needed to keep them current.

2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.
 - b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.
5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.
10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to

make inquiries on behalf of the Employer during the period of unavailability.

11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.

13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.

16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE EMPLOYER

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities. It is the E-Verify

Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 4 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person,

the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo

mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a federal contractor or becomes a Federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of

contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.B.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU
 - a. Automated verification checks on alien employees by electronic means, and
 - b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action

against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer (through the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the E-Verify Employer Agent for verification services performed under this MOU. The E-Verify Employer Agent is responsible for providing equipment needed to make inquiries. To access E-Verify, an E-Verify Employer Agent will need a personal computer with Internet access.

ARTICLE V

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the E-Verify Employer Agent's participation in E-Verify, with or without notice, at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the E-Verify Employer Agent or the Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU for that Employer when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the E-Verify Employer Agent must provide written notice to DHS. If the E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VI

PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the E-Verify Employer Agent, its agents, officers, or employees.
- C. The E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the E-Verify Employer Agent and DHS respectively. The E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer or the E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS and the E-Verify Employer Agent.

If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 1638429

Approved by:

E-Verify Employer Agent Employer Dunes Community Development District	
Name (Please Type or Print) Maribel Alvarado	Title
Signature Electronically Signed	Date 02/04/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/04/2021

Company ID Number: 1638429

	Dunes Community Development District
	101 Jungle Hut Road Palm Coast, FL 32137
	FLAGLER
	592618263
	221
	20 to 99
Number of Sites Verified for	2

Company ID Number: 1638429

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA	2 site(s)
---------	-----------

Company ID Number: 1638429

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Maribel Alvarado
Phone Number	(386) 445 - 9045
Fax Number	(386) 447 - 9858
Email Address	malvarado@dunescdd.org

Company ID Number: 1638429

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D.

**PROPOSED RULES OF THE
DUNES COMMUNITY DEVELOPMENT DISTRICT**

**CHAPTER 1
AMENDED AND RESTATED RULES OF PROCEDURE
DUNES COMMUNITY DEVELOPMENT DISTRICT**

EFFECTIVE AS OF _____, 20__

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PROPOSED RULES OF THE
DUNES COMMUNITY DEVELOPMENT DISTRICT

Rule 1.0 General.

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

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

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

PROPOSED RULES OF THE
DUNES COMMUNITY DEVELOPMENT DISTRICT

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District (the "Board") shall consist of five (5) members. Members of the Board ("Supervisors") appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
 - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three (3) 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) "Participation by Teleconference/Videoconference", 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 Rule 1.1(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

PROPOSED RULES OF THE
DUNES COMMUNITY DEVELOPMENT DISTRICT

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

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
 - (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary.
 - (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.
 - (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.

Commented [GP3R1]: I think this is a Board Decision.

Deleted: 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....

Commented [GP4]: Do we need to do this?

Commented [DV5R4]: No. The statute states the board "may" require the Treasurer to place bond. It is not mandatory.

Commented [GP6R4]: Again this is a board decision.

Deleted: 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....

PROPOSED RULES OF THE
DUNES COMMUNITY DEVELOPMENT DISTRICT

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 during regular business hours.
- (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.

PROPOSED RULES OF THE
DUNES COMMUNITY DEVELOPMENT DISTRICT

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, 120.252, 190.006, 190.007, 286, Fla. Stat.

PROPOSED RULES OF THE
DUNES COMMUNITY DEVELOPMENT DISTRICT

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

Commented [GP7]: These are kept by GMS, do we need to keep or state these are at the District Representative office?

Commented [DV8R7]: That's fine since the statutes emphasize the right of access to public records and they are to be kept "in the buildings in which they are ordinarily used" as not to impair the ability of the public to inspect.

Commented [GP9R7]: GMS's office is in south florida.

PROPOSED RULES OF THE
DUNES COMMUNITY DEVELOPMENT DISTRICT

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 during regular business hours 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 1.2, 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

PROPOSED RULES OF THE
DUNES COMMUNITY DEVELOPMENT DISTRICT

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, 120.525, 190.006, Fla. Stat.

Commented [DV10]: Since the list is due to the commission no later than February 1 of each year, having an earlier internal deadline (i.e. January 15) will assist the Coordinator in complying with the statutory deadline.

Commented [GP11]: Each Supervisor currently does their own. Should this procedure change?

Commented [DV12R11]: The only requirement is that the CDD compile a list for the commission. With that being said, providing the information to the Secretary seems efficient and organized. Perhaps the Supervisory can supply their own list by January 15th to the Coordinator.

(8) Forms for compliance with the disclosure requirements of this section and a current list of persons subject to disclosure shall be created by the commission and provided to each supervisor of elections. The commission and each supervisor of elections shall give notice of disclosure deadlines and delinquencies and distribute forms in the following manner:

(a)1. Not later than May 1 of each year, the commission shall prepare a current list of the names, e-mail addresses, and physical addresses of, and the offices or positions held by, every state officer, local officer, and specified employee. Each unit of government shall assist the commission in compiling the list by providing to the commission not later than February 1 of each year the name, e-mail address, physical address, and name of agency of, and the office or position held by, each state officer, local officer, or specified state employee within the respective unit of government as of December 31 of the preceding year.

Commented [GP13R11]: Jim can you give me the form you send in for other districts?

PROPOSED RULES OF THE
DUNES COMMUNITY DEVELOPMENT DISTRICT

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five (5) days a week, unless the only newspaper in the county is published less than five (5) days a week. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (386) 445-9045. 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."

PROPOSED RULES OF THE
DUNES COMMUNITY DEVELOPMENT DISTRICT

- (f) The following or substantially similar language: "The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record."
- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven (7) days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as "meeting materials" shall not convert such materials into "meeting materials." For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

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

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- (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 1.3, 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 (1) 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

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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 (3) 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

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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: §§ 119.071(3)(a), 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

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Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

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

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

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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 2.0. 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), Florida Statutes, 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

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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 2.0 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 during normal business hours 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 (5) of this Rule 2.0 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 2.0, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, during normal business hours, the following materials:

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- (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 2.0, 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 2.0 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:

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- (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 ten (10) days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of Rule 2.0 (11)(b), 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 thirty (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 thirty (30) days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.
 - (e) Hearings held under Rule 2.0 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:

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

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- (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: §§ 120.54, 190.011(5), 190.035(2), Fla. Stat.

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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 of this Chapter I of the Rules of the District.

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- (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

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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.

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- (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.

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- (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, 287.017, 287.055, Fla. Stat.

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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 comply with Section 287.055 of the Florida Statutes for publication of notice when Professional Services are required for a Project or Continuing Contract. 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 District shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule 3.1 regarding qualifications and performance ability, as well as any statements of qualifications on file. The District shall conduct discussions with, and may require public

Deleted: 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....

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presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The District 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:

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- (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 or posted on the District Website. 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.

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- (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 District 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 District 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.

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

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

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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 3.2.

(2) Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule 3.2 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 (3) individuals, at least one (1) 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 3.2 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:

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- (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 3.2, 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

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

- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three (3) 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 3.2. If fewer than three (3) 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.

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

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

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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 3.3. 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.

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Commented [DV15R14]: The statute mandates that the District must comply with the Notice of Invitation to Bid if it elects to purchase insurance.

Before entering any contract for insurance, the local governmental unit shall advertise for competitive bids; and such contract shall be let upon the basis of such bids. §112.08(2)(a).

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- (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 Request for proposals (RFP).

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- (b) Notice of the RFP 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.

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- (c) The District may maintain a list of persons interested in receiving notices of RFP. 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.

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- (d)

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- (e) If only one (1) response is received, the District may proceed with the purchase. If no response to an RFP is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.

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- (f) The Board has the right to reject any and all RFP's and such reservations shall be included in all solicitations and advertisements.

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- (g) Simultaneously with the review of the submitted RFP's, the District may undertake negotiations with those companies that have submitted reasonable and timely RFP's and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. RFP responses shall be evaluated in accordance with the specifications and criteria contained in the RFP; 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

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awarded to that company whose response to the **RFP** best meets the overall needs of the District, its officers, employees, and/or dependents.

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- (h) Notice of the intent to award, including rejection of some or all **RFP's**, 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.

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

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Rule 3.4 Pre-qualification

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule 3.4 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

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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.

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(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 3.4 and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

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

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

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- 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.

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- (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 ten (10) days after the receipt of the notice of intent, the hearing shall be held within thirty (30) days after receipt by the District of the request for the hearing. The decision shall be issued within fifteen (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 3.4 shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

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

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

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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 3.5, 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.

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- (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

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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.

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- (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.

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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 of this Chapter I of the Rules of the District.
 - (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:

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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 3.6 and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

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

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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 of Chapter 1 of the Rules of the District 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

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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

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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.

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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 3.7 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 3.7 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.

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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 3.8. 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 3.8, 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;

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- (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

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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 of this Chapter I of the Rules of the District.
- (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

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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 of Chapter I of the Rules of the District. 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.

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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 3.9 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 3.9, 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;

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- (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

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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 of the Rules of the District.
 - (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.

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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.

**PROPOSED RULES OF THE
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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 3.11, 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 3.11, 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 3.11, 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,

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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 3.11, 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;

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- (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.

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Rule 4.0 Effective Date.

These Rules of the District shall be effective _____, 2020, except that no election of officers required by these Rules of the District 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.

DUNES
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RULES OF PROCEDURE

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DUNES COMMUNITY DEVELOPMENT DISTRICT GENERAL AND PROCEDURAL RULES

1.1 General.

(1) The Dunes Community Development District (the "District") was created pursuant to the provisions of Chapter 190, Florida Statutes, to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the "Rules") is to describe the general operations of the District.

(2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.

Specific Authority: 190.011, 120.53(4)

Law Implemented: 190.011, 120.53(4)

1.2 Board of Supervisors; Officers and Voting.

(1) Board of Supervisors. The Board of Supervisors of the District (the "Board") shall exercise the powers granted to the District. The Board shall consist of five members. Members of the Board must be residents of Florida and citizens of the United States.

(2) Term of Officers. Board members shall hold office pursuant to Section 190.006, Florida Statutes. If, during the term of office of any Board member(s), one or more vacancies occur, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the unexpired term(s).

(3) Vacancies; Quorum. Three members of the Board physically present in the same location shall constitute a quorum for the purposes of conducting its business and exercising its powers and for all other purposes. However, if three or more vacancies occur at the same time, a quorum is not necessary to fill the vacancies. Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in these Rules or required by law. Members of the Board, as well as staff or employees of the District may be present by telephone, provided that such telephone attendance is accomplished by speaker-so that all present may hear and respond to the comments of the party attending by telephone. Nothing herein shall require the District to permit members of the public to attend a Board meeting by telephone.

(4) Officers. At any Board meeting held after each election where the newly elected members take office, the Board may select a chair, vice chair/treasurer/assistant secretary, and secretary. Such selection may be deferred to subsequent meetings.

(a) The chair must be a member of the Board. If the chair resigns from that office or ceases to be a member of the Board, the Board shall select a chair to serve the remaining portion of the term, after filling the board vacancy. The chair may be authorized to sign checks and warrants for the District, countersigned by the treasurer or other persons authorized by the Board. The chair may convene and conduct all meetings of the Board. In the event the chair is unable to attend a meeting, the vice chair or other member of the Board may convene and conduct the meeting.

(b) The vice chair shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. If the vice chair resigns from that office or ceases to be a member of the Board, the Board shall select a vice chair to serve the remainder of the term, after filling the Board vacancy.

announcement shall appear in the minutes of the meeting. The member may then vote. The Board's secretary shall prepare a memorandum of voting conflict which shall then be signed by the Board member that had the conflict.

(b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict thereon, the member shall immediately notify the Board's secretary. Within fifteen days (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 shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the written memorandum. The Board member's vote shall be unaffected by this filing.

Specific Authority: 190.011(5), 120.525

Law Implemented: 190.006(1), 190.006(4), 190.006(5),
190.006(6), 190.006(7), 190.006(9), 190.007,
112.3143, 120.525, 112.3143(4)(b)

1.3 Public Information and Inspection Records.

(1) Public Records. All District public records within the meaning of Chapter 119, Florida Statutes, and not otherwise restricted by law, including the "Record of Proceedings of the Dunes Community Development District," may be copied or inspected at the Hammock Dunes Bridge Offices or the offices of the District Manager during regular business hours.

(2) Copies. Copies of public records shall be made available to the requesting person at a charge of \$.25 per page if not more than 8-1/2 by 14 inches, and for copies in excess of that size at a charge not to exceed the actual cost of reproduction. Certified copies of public records shall be made available at a charge of \$1.00 per page. If the nature or volume of public records requested to be inspected, examined or copied is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance, a special service charge, which shall be reasonable and based on the actual cost incurred, may be charged in addition to the actual cost of duplication.

Specific Authority: 190.011(5)

Law Implemented: 190.006(7), 119.07(1)(a), 119.07(1)(b)

1.4 Meetings and Workshops.

(1) Notice. Except in emergencies, or as otherwise provided in these Rules, at least seven (7) days' public notice shall be given of any meeting or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and shall state:

(a) The date, time, and place of the meeting or workshop;

(b) A brief description of the nature, subjects and purposes of the meeting or workshop;

(c) The address where persons may obtain a copy of the agenda.

(d) The notice shall state that if a person decides to seek review of any official decision made at the Board meeting, a record of the proceedings will be required and the person intending to appeal will need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence necessary for the appeal.

(2) Agenda. The District Manager shall prepare a notice of the meeting or workshop and an agenda. The notice and agenda shall be available to the public in the offices of the District Manager at least seven days before each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting.

(3) Receipt of Notice. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or secretary at the Board's office. Such persons shall furnish a mailing address in writing and may be required to pay the cost of copying and mailing.

(4) Emergency Meeting. The chair, or the vice-chair if the chair is unavailable, may convene an emergency meeting of the Board without first having complied with Subsections (1), (2), and (4), to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the chair shall make reasonable efforts to notify all Board members of an emergency meeting 24 hours in advance. Reasonable efforts may include telephone notification. 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. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.

(5) Public Comment. The Board shall set aside a reasonable amount of time at each regular meeting for public comment, which time for audience comment shall be identified in the agenda. Persons wishing to address the Board may be required to notify the secretary of the Board prior to the "audience comment" section on the agenda. In its discretion, the Board may limit the length of any one speaker in the interest of time or fairness to other speakers.

(6) Budget Hearing; Budget Amendment. Notice of hearing on the annual budget(s) shall be in accordance with Section 190.008, Florida Statutes. Once adopted in accordance with Section 190.008, 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. All expenditures in excess of 10% of any line item in the budget must be approved by the Board in advance of incurring such expense; however, in the case of an emergency expenditure affecting the health, safety or welfare of the District, its residents, or landowners, such expenditures must be approved in advance by the chair, or in the absence of the chair, the vice chair.

(7) Continuances. Any meeting of the Board or any item or matter included on the agenda or coming before the Board at a noticed meeting may be continued without re-notice or re-advertising provided that the continuance is to a specified date, time and location publicly announced at the Board meeting where the item or matter came before the Board.

Specific Authority: 190.011(5), 120.525, 120.54(5)

Law Implemented: 190.007(1), 190.008, 120.525, 120.54

1.5 Rulemaking Proceedings.

(1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to the applicable provisions of Chapter 120, Florida Statutes, and these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District.

(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 proposed rules 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 paragraph (3). 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 a statement of how a person may promptly obtain a copy of any preliminary draft, if available.

(b) All rules should be drafted in accordance with Chapter 120, F.S.

(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 or the Laws of Florida 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), 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 21 days after publication of the notice. The notice must state the procedure for requesting a public hearing on the proposed rule unless one is otherwise scheduled. Except when the intended action is the repeal of a rule, the notice shall include a reference both to the date on which and to the place where the notice of rule development that is required by subsection (2) appeared.

(b) The notice shall be published in a newspaper of general circulation in the District not less than 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 14 days prior to such mailing, have made requests of the district for advance notice of its proceedings.

(4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the District Chair 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 for the initiation of rulemaking proceedings pursuant to Section 120.54(7), Florida Statutes, must contain the name, address, and telephone number of the Petitioner, specific action requested, specific reason for adoption, amendment, or repeal, the date submitted, and shall specify 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 rule or action requested. Petitions to initiate rulemaking shall be filed with the District. The Board shall then act on the petition in accordance with Section 120.54(7), Florida Statutes (1997), except that copies of the petition shall not be sent to the Administrative Procedures Committee.

(6) Rulemaking Materials. After the publication of the notice to initiate rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of 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; and

(d) The published notice.

(7) Rulemaking Proceedings - No Hearing. When no hearing is requested and the Board chooses not to initiate a hearing on its own, or if the rule relates exclusively to organization, practice or procedure, the Board may direct the proposed rule be filed with the District Office no less than twenty-eight (28) days following notice. Such direction may be given by the Board either before initiating the rule-adoption process or after the expiration of the

twenty-one (21) days during which affected persons may request a hearing.

(8) Rulemaking Proceedings - Hearing. If the proposed rule does not relate exclusively to organization, practice or procedure, the District shall provide (upon request) 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. Any affected person may request a hearing within twenty-one (21) days after the date of publication of the notice of intent to adopt, amend or repeal a rule.

(9) Request for a Public Hearing.

(a) A request for a public hearing shall be in writing and shall specify how the person requesting the public hearing would be affected by the proposed rule. The request shall be submitted to the District within 21 days after notice of intent to adopt, amend, or repeal the rule is published as required by law, in accordance with the procedure for submitting requests for public hearing stated in the notice of intent to adopt, amend, or repeal the rule.

(b) If the notice of intent to adopt, amend, or repeal a rule did not notice a public hearing and the District determines to hold a public hearing, the District shall publish notice of a public hearing in a newspaper of general circulation within the District at least 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.

(c) Written statements may be submitted by any person within a specified period of time prior to or following the public hearing. All timely submitted written statements shall be considered by the District and made a part of the rulemaking record.

(10) 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 practical 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

(11) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54, Florida Statutes.

(12) Variances and Waivers. Variances and waivers from District rules may be granted subject to the provisions and limitations contained in Section 120.542, Florida Statutes.

Specific Authority: 190.011(5), 190.011(15), 120.54, 190.035

Law Implemented: 120.54, 190.035(2)

1.6 Decisions Determining Substantial Interests.

(1) Conduct of Proceedings. A proceeding may be held by the District in response to a written request submitted by a substantially affected person within fourteen (14) days after written notice or published notice of District action or notice of District intent to render a decision. The District notice of action taken or intent to render a decision shall state the time limit for requesting a hearing and shall reference the District's procedural rules. If a hearing is held, the chair shall designate any member of the Board (including the Chair), District Manager, District General Counsel, or other person to conduct the hearing.

The person conducting the hearing may:

1. Administer oaths and affirmations;
2. Rule upon offers of proof and receive relevant evidence;
3. Regulate the course of the hearing, including any prehearing matters;
4. Enter orders;
5. Make or receive offers of settlement, stipulation, and adjustment.

(a) The person conducting the hearing 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.

(b) The District shall issue a final order within forty-five (45) days:

1. After the hearing is concluded, if conducted by the Board;
2. After a recommended order is submitted to the Board and mailed to all parties, if the hearing is conducted by persons other than the Board; or
3. After the Board has received the written and oral material it has authorized to be submitted, if there has been no hearing.

(2) Eminent Domain. After determining the need to exercise

the power of eminent domain pursuant to Subsection 190.11(11), Florida Statutes, the District shall follow those procedures prescribed in Chapters 73 and 74, Florida Statutes. Prior to exercising the power of eminent domain, the District shall:

(a) Adopt a resolution identifying the property to be taken;

(b) If the property is beyond the boundaries of the District, obtain approval by resolution of the governing body of the county if taking will occur in an unincorporated area, or of the municipality if the taking will occur within the municipality.

Specific Authority: 190.011(5), 190.011(15)

Law Implemented: 190.011(11)

1.7 Procedure Under Consultants' Competitive Negotiations Act.

In order to comply with the requirements of Section 287.055, Florida Statutes (regarding certain types of professional services), the following procedures are outlined for selection of firms or individuals to provide professional services exceeding the thresholds herein described and in the negotiation of such contracts.

(1) Definitions.

(a) "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 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.

(b) "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, 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 from time to time by the State of Florida Department of Management Services to reflect inflation or other measures.

(c) A "continuing contract" is a contract for professional services (of a type described above), entered into in accordance with this rule, between the District and a firm whereby the firm provides professional services for the District for work of a specified nature with no time limitation, except that the contract shall provide a termination clause.

(d) "Emergency purchase" is a purchase necessitated by a sudden unexpected turn of events (e.g., 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 decides the delay incident to competitive bidding would be detrimental to the interests of the District.

(2) Qualifying Procedures. In order to be eligible to submit a bid proposal, a firm must, at the time of receipt of the bid:

(a) Hold all required applicable state professional licenses in good standing.

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

(c) If the bidder is a corporation, hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.

(d) Meet any prequalification requirements set forth in the project or bid specifications.

Evidence of compliance with this Rule may be submitted with the bid, if requested by the District.

(3) Public Announcement. Prior to a public announcement that professional services are required for a project, the Board shall identify the project as meeting the threshold requirement. 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 by publishing a notice providing a general description of the project and the method for interested consultants to apply for consideration. The notice shall appear in at least one newspaper of general circulation in the District and in such other places as the District deems appropriate. The District may maintain lists of persons interested in receiving such notices. Persons who provide their name and address to the District office for inclusion on the list shall receive notices by mail. The Board has the right to reject any and all bids, and such reservation shall be included in the public announcement. Bidders not receiving a contract award shall not be entitled to recover any costs of bid preparation or submittal from the District.

(4) Competitive Selection.

(a) The Board shall review and evaluate the data submitted in response to the notice described above 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 firms regarding their qualifications, and/or public presentation, select and list the firms, 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:

1. The ability and adequacy of the professional personnel employed by each firm.

2. Each firm's past performance for the District in other professional employment settings.

3. The willingness of each firm to meet time and budget requirements.

4. The geographic location of each firm's headquarters or office in relation to the project.

5. The recent, current and projected workloads of each firm.

6. The volume of work previously awarded to each firm.

7. Whether a firm is a certified minority business enterprise.

Nothing in these rules shall prevent the District from evaluating and eventually selecting a firm if less than three responses, including responses indicating a desire not to submit a formal bid on a given project, are received.

(c) If the selection process is administered by any person 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.

(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.

(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, 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 within twenty-one (21) days 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 unless modified by the Board, 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 within twenty-one (21) days (unless modified by the Board to the contrary) 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 any of the selected firms within twenty-one (21) days (unless modified by the Board to the contrary) 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.

(e) Once an agreement with a firm or individual is reached, notice of the award or intent to award, including the 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, and by posting same in the District office for seven (7) days.

(6) Continuing Contract. Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.

(7) 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)

Law Implemented: 190.011(3), 287.055, 190.033

1.8 Procedure for Purchasing Contractual Services.

(1) Scope. Purchases for contractual services may, but are not required to, be made by competitive Invitation to Bid or Request for Proposals but are not required to be made through such a competitive selection process. If state or federal law prescribes with whom the District must contract, or establishes the rate of payment, then these Rules shall not apply. A contract involving both goods, supplies and materials plus contractual services may, in the discretion of the Board, be treated as a contract for goods, supplies and materials.

(2) Definitions.

(a) "Contractual services" means the rendering by a consultant of time and effort rather than furnishing specific goods or commodities. Contractual services do not include legal (including attorneys, paralegals, court reporters and expert witnesses including appraisers), mediator, artistic, auditing, health, or academic program services, or professional services (as defined in these Rules) and shall generally be considered those services referenced by Section 287.012(7), F.S. Contractual services do not include the extension of an existing contract for services if such extension is provided for in the contract terms.

(b) "Invitation to Bid" is a solicitation for sealed bids with the title, date and hour of the public bid opening designated specifically. It includes a description of the services sought, applicable terms and conditions, evaluation criteria, including but not limited to price, and provides for a manual signature of an authorized representative.

(c) "Request for Proposal" is a 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 provides a statement for services sought, applicable terms and conditions, and evaluation criteria, including but not limited to price. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, proposal instructions, work detail analysis and evaluation criteria, as necessary

(d) "Responsive bid/proposal" means a bid or proposal which conforms in all material respects to bid or Request for Proposal and these rules, and whose cost components are appropriately balanced. A bid/proposal is not responsive if the person or firm submitting the bid fails to meet any requirement relating to the qualifications, financial stability, or licensing of the bidder.

(e) "Lowest responsible bid/proposal" means, in the sole

discretion of the Board, the bid (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) is responsive to the Invitation to Bid/Request for Proposal as determined by the Board, and (iii) is the lowest cost to the District. Minor variations in the bid may be waived by the Board. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids may not be modified after opening.

(f) "Proposal Most Advantageous to the District" means, in the sole discretion of the Board, the proposal (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) that is the most responsive to the Request for Proposal as determined by the Board, and (iii) is for a cost to the District deemed reasonable by the Board. Minor variations in the proposal may be waived by the Board. Mistakes in arithmetic extension of pricing may be corrected by the Board. Proposals may not be modified after opening. To assure full understanding of the responsiveness to the solicitation requirements, discussions may be conducted with qualified proposers. The proposers shall be accorded fair and equal treatment prior to the submittal date with respect to any opportunity for discussion of proposals.

(3) Procedure. When a purchase of contractual services is within the scope of this Rule, the following procedure shall be followed:

(a) The Board shall cause to be prepared a notice of Invitation to Bid or Request for Proposals, as appropriate.

(b) Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids or proposals unless the Board, for good cause, determines a shorter period of time is appropriate.

(c) The District may maintain a list of persons interested in receiving notices of invitations to bid or requests for proposals. Persons who provide their name and address to the District office for inclusion on the list shall receive notices by mail.

(d) Bids shall be opened at the time and place noted on the Invitation to Bid and Request for Proposal. If no response to an Invitation to Bid or Request for Proposal is received, the District may take whatever steps are reasonably necessary in order to proceed with the procurement of contractual services.

(e) The Board has the right to reject any or all bids or proposals and such reservation shall be included in all solicitations and advertisements. If the bids exceed the amount of funds available to or allocated by the District for this purchase, the bids may be rejected. Bidders not receiving a contract award shall not be entitled to recover any costs of bid preparation or submittal from the District.

(f) The Lowest and Responsible Bid/Proposal or the most advantageous to the District, as appropriate, shall be accepted. The Board may require bidders to furnish performance and/or other bonds with a responsible surety to be approved by the Board.

(4) Notice. Notice of award or intent to award a contract, including the 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, and by posting same in the District office for seven (7) days.

(5) Contract Renewal. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract, unless otherwise provided in the initial contract. Contracts shall not be renewed for more than two (2) years unless competitively procured. Renewal may be contingent upon satisfactory performance evaluations by the District.

(6) Continuing Contract. Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.

Specific Authority: 190.011(5)

Law Implemented: 190.011(3), 190.033

1.9 Purchase of Goods, Supplies or Materials.

(1) Scope. All purchases of goods, supplies or materials exceeding the amount provided in Section 287.017, Florida Statutes, for category four, as such category may be amended from time to time, shall be purchased under the terms of these Rules. Contracts for purchases of "goods, supplies and materials" do not include printing, insurance, advertising or legal notices.

(2) Definitions.

(a) "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 involved. It includes printed instructions prescribing conditions for bidding, evaluation criteria, and provides for a manual signature of an authorized representative.

(b) "Request for Proposal" 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, proposal instructions, work detail analysis and evaluation criteria as necessary.

(c) "Responsive bid/proposal" means a bid or proposal which conforms in all material respects to the specifications and conditions in the invitation to bid or request for proposal and these rules, and the cost components of which are appropriately balanced. A bid/proposal is not responsive if the person or firm submitting the bid fails to meet any requirement relating to the qualifications, financial stability, or licensing of the bidder.

(d) "Lowest responsible bid/proposal" means, in the sole discretion of the Board, the bid or proposal (i) submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements and with the integrity and reliability to assure good faith performance, (ii) is responsive to the invitation to bid or request for proposal as determined by the Board, and (iii) is the lowest cost to the District. Minor variations in the bid may be waived by the Board. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids may not be modified after opening.

(e) "Goods, supplies and materials" do not include printing, insurance, advertising, or legal notices.

(f) "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.

(g) "Emergency purchase" means a purchase necessitated by a sudden unexpected turn of events (e.g. 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 bidding would be detrimental to the interests of the District.

(3) Procedure. When a purchase of goods, supplies or materials is within the scope of this Rule, the following is appropriate:

(a) The Board shall cause to be prepared an Invitation to Bid or Request for Proposal, as appropriate.

(b) The Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.

(c) The District may maintain lists of persons interested in receiving notices of invitations to bid or requests for proposals. Persons who provide their name and address to the District office for inclusion on the list shall receive notices by mail.

(d) Bids or proposals shall be opened at the time and place noted on the Invitation to Bid or Request for Proposal. Bids and proposals shall be evaluated in accordance with the invitation or request and these Rules.

(e) The Lowest Responsive and Responsible Bid or Proposal shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high or because the Board determines it is in the best interests of the District. In the event the bids exceed the amount of funds available to or allocated by the District for this purchase, the bids may be rejected. The Board may require bidders to furnish performance and/or other bonds with a responsible surety to be approved by the Board.

(f) Notice of award or 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, and by posting same in the District office for seven (7) days.

(g) If only one response to an Invitation to Bid or Request for Proposal is received, the District may proceed with the procurement for goods, supplies or materials. If no response to an Invitation to Bid or Request for Proposal is received, the District may take whatever steps are reasonably necessary in order to proceed with the procurement of goods, supplies or materials.

(h) 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)

Law Implemented: -190.033

1.10 Contracts for Construction of Authorized Project.

(1) Scope. All contracts for the construction or improvement of any building, structure or other public construction works authorized by Chapter 190, 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, Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and comply with the bidding procedures of Section 255.20, Florida Statutes, as the same may be amended from time to time. In the event of conflict between these Rules and Section 255.20, Florida Statutes, the later shall control. A project shall not be divided solely to avoid the threshold bidding requirements.

(2) Procedure-

(a) Notice of Invitation to Bid or Request for Proposals shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than \$500,000 must be noticed at least 30 days prior to the date for submittal of bids.

(b) The District may maintain lists of persons interested in receiving notices of Invitations to Bid or Requests for Proposals. Persons who provide their name and address to the District office for inclusion on the list shall receive notices by mail.

(c) To be eligible to submit a bid or proposal, a firm or individual must, at the time of receipt of its bid or proposal:

(1) Hold all required applicable state professional licenses in good standing.

(2) Hold all required applicable federal licenses in good standing, if any.

(3) If the bidder is a corporation, hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.

(4) Meet any special prequalification requirements set forth in the bid/proposal specifications.

Evidence of compliance with these Rules may be submitted

with the bid or proposal, if required by the District.

(d) Bids or proposals shall be opened at the time, date and place noted on the Invitation to Bid or Request for Proposals. Bids and proposals shall be evaluated in accordance with the Invitation or Request and these Rules.

(e) To assist in the determination of the lowest responsive and responsible bidder, the District Representative may invite public presentation by firms regarding their qualifications, approach to the project, and ability to perform the contract in all respects.

(f) In determining the lowest responsive and responsible bidder, the District Representative may consider, in addition to factors described in the Invitation to Bid or Request for Proposal, the following:

1. The ability and adequacy of the professional personnel employed by each bidder or proposer.

2. The past performance of each bidder or proposer for the District and in other professional employment settings.

3. The willingness of each bidder or proposer to meet time and budget requirements.

4. The geographic location of each bidder or proposer's headquarters or office in relation to the project.

5. The recent, current and projected workloads of the bidder or proposer.

6. The volume of work previously awarded to each bidder or proposer.

7. Whether the cost components of each bid or proposal are appropriately balanced.

8. Whether a bidder or proposer is a certified minority business enterprise.

(g) The Lowest Responsive and Responsible Bid/Proposal shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high or because the Board determines it is in the best interests of the District. The Board may require bidders to furnish performance and/or other bonds with a responsible surety to be approved by the Board. If the Board receives fewer than three responses to an Invitation to Bid or Request for Proposal, the Board, may, in its discretion, re-advertise for additional bids without rejecting any submitted bid.

In the event the bids exceed the amount of funds available to or allocated by the District for this purchase, the bids may be rejected. Bidders not receiving a contract award shall not be entitled to recover any costs of bid preparation or submittal from the District.

(h) Notice of the award or 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, and by posting the same in the District office for seven (7) days.

Specific Authority: 190.011(5)

Law Implemented: -190.033; 255.0525

1.11 Contracts for Maintenance Services.

(1) Scope. All contracts for maintenance of any District facility or project shall be let under the terms of these Rules if the cost exceeds the amount provided in Sections 287.017, Florida Statutes, for CATEGORY FOUR, as such category may be indexed or amended from time to time by the State of Florida Department of Management Services. The maintenance of these facilities or projects may involve the purchase of contractual services and/or goods, supplies or materials as defined in herein. Where a contract for maintenance of such a facility or project includes goods, supplies or materials and/or contractual services, the District may, in its sole discretion, award the contract according to the Rules in this subsection in lieu of separately bidding for maintenance, goods, supplies or materials, and contractual services. However, a project shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure.

(a) Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.

(b) The District may maintain lists of persons interested in receiving notices of invitations to bid or requests for proposals. Persons who provide their name and address to the District office for inclusion on the list shall receive notices by mail.

(c) In order to be eligible to submit a bid or proposal, a firm or individual must, at the time of receipt of the bids or proposals:

(1) Hold the required applicable state professional license in good standing.

(2) Hold all required applicable federal licenses in good standing, if any.

(3) Hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes if the bidder is a corporation.

(4) Meet any special prequalification requirements set forth in the bid proposal specifications.

Evidence of compliance with this Rules may be submitted with the bid, if required by the District.

(d) Bids or proposals shall be opened at the time, date and place noted on the Invitation to Bid or Request for Proposal. Bids and proposals shall be evaluated in accordance with the invitation or request and these Rules.

(e) To assist in the determination of the lowest responsive and responsible bidder, the District Representative may invite public presentation by firms regarding their qualifications, approach to the project, and ability to perform the contract in all respects.

(f) In determining the lowest responsive and responsible bidder, the District Representative may consider, in addition to factors described in the Invitation to Bid or Request for Proposal, the following:

1. The ability and adequacy of the professional personnel employed by each bidder or proposer.

2. The past performance of each bidder or proposer for the District and in other professional employment settings.

3. The willingness of each bidder or proposer to meet time and budget requirements.

4. The geographic location of each bidder or proposer's headquarters or office in relation to the project.

5. The recent, current and projected workloads of the bidder or proposer.

6. The volume of work previously awarded to each bidder or proposer.

7. Whether the cost components of each bid or proposal are appropriately balanced.

8. Whether a bidder or proposer is a certified minority business enterprise.

(g) The lowest responsive and responsible bid/proposal shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high or because the Board determines it is in the best interests of the District. The Board may require bidders or proposers to furnish performance and/or other bonds with a responsible surety. If the Board receives fewer than three responses, the Board may, in its discretion, re-advertise for additional bids or proposals without

rejecting any submitted bid or proposal. In the event the bids or proposals exceed the amount of funds available to or allocated by the District for this purchase, all bids/proposals may be rejected. Bidders or proposers not receiving a contract award shall not be entitled to recover any costs of bid/proposal preparation or submittal from the District.

(h) Notice of the award or intent to award, including rejection of some or all bids or proposals, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service, and by posting the same in the District office for seven (7) days.

Specific Authority: 190.011(5)

Law Implemented: 190.033

1.12 Purchase of Insurance.

(1) Scope. The purchase of life, health, accident, hospitalization, legal expense or annuity insurance, or all or any kind of such insurance for the officers and employees of the District, and for health, accident, hospitalization and legal expense insurance for the dependents of such officers and employees upon a group insurance plan by the District, shall be governed by these Rules. Nothing in this Rules 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 Invitation to Bid shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.

(c) The District may maintain a list of persons interested in receiving notices of invitations to bid. Persons who provide their name and address to the District office for inclusion on the list shall receive notices by mail.

(d) Bids shall be opened at the time and place noted on the Invitation to Bid.

(e) If only one response to an Invitation to Bid 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 which 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 District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, past performance for 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 need of the District, its officers, employees and/or dependents.

(h) Notice of the award or 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, and by posting the same in the District office for seven (7) days.

Specific Authority: 190.011(5)

Law Implemented: 112.08

1.13 Bid Protests Under Consultants' Competitive Negotiations Act.

Notwithstanding any other provision in these Rules, the resolution of any protests regarding the decision to solicit or award a contract for a bid or proposal under Section 1.7 shall be in accordance with this section.

(1) Notice. The District shall give all bidders written notice of its decision to award or intent to award a contract (including rejection of some or all bids) by United States Mail, by hand delivery, or by overnight delivery service, and by posting same in the District office for seven (7) days. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 1.13 of the Rules of the Dunes Community Development District shall constitute a waiver of proceedings under those Rules."

(2) Filing. Any person who is affected adversely by the District's decision or intended decision shall file with the District a notice of protest within seventy-two (72) hours after the posting of the final bid tabulation or after receipt of the notice of the District decision or intended decision, and shall file a formal written protest within seven (7) days after the date of filing of the notice of protest. The notice of protest shall identify the procurement by title and number or any other language that will enable the District to identify it, shall state that the person intends to protest the decision, and shall state with particularity the law and facts upon which the protest is based. With respect to a protest of the specifications contained in an Invitation to Bid or in a Request for Proposals, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of notice of the project plans and specifications (or intended project plans and specifications) in an Invitation to Bid or Request for Proposals, and the formal written protest shall be filed within seven (7) days after the date the of notice of protest is filed. Failure to file a notice of protest (or failure to file a formal written protest) shall constitute a waiver of all further proceedings.

(3) Award Process. Upon receipt of a notice of protest which has been timely filed, the District shall stop the bid solicitation process (or the contract and award process) until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare, the award process may continue.

(4) Mutual Agreement. The District, on its own initiative or upon the request of a protester, shall provide an opportunity to resolve the protest by mutual agreement between the parties within

(7) days (excluding Saturdays, Sundays and legal holidays) upon receipt of a formal written request.

(5) Proceedings. If the subject of a protest is not resolved by mutual agreement, a proceeding shall be conducted in accordance with the procedural guidelines set forth in Section 1.6.

Specific Authority: 120.57(3), 190.011(5)

Law Implemented: 120.57(3), 190.033

1.14 Bid Protests Relating To Any Other Award.

Notwithstanding any other provision in these Rules, the resolution of any protests regarding the decision to solicit or award a contract for a bid or proposal under Sections 1.8, 1.9, 1.10, 1.11, or 1.12 shall be in accordance with this Section 1.14.

(1) Notice. The District shall give all bidders written notice of its decision to award or intent to award a contract -- including rejection of some or all bids-- by United States Mail, by hand delivery, or by overnight delivery service, and by posting same in the District office for seven (7) days.

(2) Filing. Any person who is affected adversely by the District's decision or intended decision shall file with the District a notice of protest in writing within seventy-two (72) hours after the posting of the final bid tabulation or after receipt of the notice of the District decision or intended decision, and shall file a formal written protest within seven (7) days after the date of filing of the notice of protest. The formal written protest shall state with particularity facts and law upon which the protest is based. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of all further proceedings.

(3) Award Process. Upon receipt of a notice of protest which has been timely filed, the District shall stop the bid solicitation process or the contract and award process until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare, the award process may continue.

(4) Mutual Agreement. The District, on its own initiative or upon the request of a protester, shall provide an opportunity to resolve the protest by mutual agreement between the parties within five (5) days (excluding Saturdays, Sundays and legal holidays) of receipt of a formal written protest.

(5) Hearing. If the subject of a protest is not resolved by mutual agreement, the District shall hold a proceeding in accordance with the procedural guidelines set forth in Section 1.6.

Specific Authority: 190.011(5)

Law Implemented: 190.033

1.15 Effective Date.

These Rules shall be effective September 10, 1999 except that no election of officers required by these Rules shall be required until after the next regular election for the Board of Supervisors.

E.



RESOLUTION 2021-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DUNES COMMUNITY DEVELOPMENT DISTRICT SETTING FORTH THE SPENDING LIMIT FOR THE DISTRICT MANAGER

WHEREAS, the Dunes Community Development District (District) is a special purpose unit of local government established under the provision of Chapter 190 Florida Statutes for the purpose of planning, financing, constructing, installing, and/or acquiring certain improvements, facilities and services in conjunction with the development of lands located within the District; and

WHEREAS, the District Manager's authority to expend District funds during an Emergency are not currently clearly defined;

WHEREAS, the District Manager's authority to expend District funds on Non-Budgeted expenditures are not currently clearly defined;

WHEREAS, the District wishes to clarify and memorialize the District Manager's authority to expend District funds, without Board approval, on Emergency and/or Non-Budgeted Expenditures.

NOW, THEREFORE, be it resolved by the Board of Supervisors of the Dunes Community Development District that:

1. Definitions. Emergency or Non-Budgeted Expenditures shall mean expenditures which are reasonably necessary to be expended to mitigate or remedy the endangerment of property, the health, or safety of any person or the environment and maintain the continued operation of the District.
2. Grant of Authority. The maximum dollar limit that the District Manager may spend on Emergency or Non-Budgeted expenditures is \$50,000.
3. Spending in Excess of Grant. In the event the maximum dollar limit authorized herein must be exceeded by the District Manager, then the District Manager must obtain authorization from the Board Chairman or Board Treasurer to exceed this Emergency or Non-Budgeted maximum dollar limit

4. Exemption from this Resolution. All budgeted items and pay requests associated with capital projects are exempted from the scope of this resolution and are not subject to the restrictions stated herein.
5. Severability. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.
6. Conflicts. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.
7. Implementing Actions. The District Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.
8. Effective Date. This resolution shall be effective upon adoption and shall remain in effect until revoked.

Gregory L. Peugh, Secretary

George DeGiovanni, Chairman

DULY PASSED AND ADOPTED by the Dunes Community Development District, Florida, on this 12th day of March 12, 2021.

F.

- IV. Engineer Report

HD Parkway - ICWW Bridge - Repair Plans

Kisinger, Campo and Associates (KCA) performed required biennial inspections of the Hammock Dunes Bridge in 2017 and 2019. Inspection results indicated acceptable Sufficiency Ratings and Health Indices with little to no change between 2017-2019. The inspection results also indicated further items of repair for future consideration. A resulting work authorization for design services was issued to KCA in November 2019 for developing bridge repair plans.

Final plans and bid documents were completed with costs estimated by the Engineer at \$ 1.131 Million. The project bid advertisement was published in the News Journal on August 18, 2020 and six (6) bids were received on September 16, 2020. The construction project is included in the District's FY 2020-21 capital improvements budget. In October 2020, the Board approved the Engineer's (KCA) recommendation for contract award to lowest qualified bidder, Sieg & Ambachtsheer, DeLand, FL, in the amount of \$824,950. The Board also approved an engineering proposal from KCA/ Kissinger Campo Construction Services (KCCS) for Construction Engineering and Inspection (CEI) Services for oversight of the bridge repair project for a not to exceed amount of \$90,285. A preconstruction conference was held on November 4, 2020 and a Notice to Proceed date of February 8, 2021 was established with the Contractor. The Contractor and CEI Engineer mobilized on site the week of February 15 and the Engineer authorized Pay Application No. 1 in the amount of \$73,007 for significant stored materials to include inlet grates and cathodic protection materials. The Contractor submitted a Tentative Work Schedule illustrating project completion in late June 2021.

Standby, Emergency Pumps

Recovery efforts following Hurricanes Mathew and Irma indicated a need for provision of additional emergency backup pumping equipment to maintain sewer service to our customers during extended power outage periods. This is a budgeted annual capital improvement item. Priority 1 & 2 Facilities completed.

Priority 3 Facilities (2019-20): Lift Station (LS) -10, 34 Island Estates and LS-15, Ocean Way S: Status: BOS authorized award of project to lowest and most responsive bidder, Danus Utilities, Inc. of Sanford, FL, in the amount of \$254,551. Staff and consultant prepared and forwarded contract agreement documents to contractor for execution. A pre-construction meeting was held with Contractor on July 1, 2020 and a Notice to Proceed date was established for July 22, 2020. The contractor completed an initial phase of project with installation of the bypass pump and concrete pads at Stations 10 & 15 and stainless steel bypass piping installation at Station 15. The contractor installed all pump and controls equipment and successfully performed start-ups for new pony pump connections (2/25) and new lift station full mechanical and electrical replacement at LS 10 (2/19). Additional wet well lining and punch list items ongoing.

Priority 4 Facilities (2020-21): LS-16, Ocean Way N Status: Staff issued a purchase order to CPH for survey and design services proposal, in the amount of \$13,000, for design and installation oversight of backup pumping equipment and associated piping at referenced facility. The Board approved the purchase of the Godwin diesel standby pump from Xylem, Inc. in October – staff prepared purchase order and is awaiting receipt of pump. CPH (Engineer) has completed the field survey work for LS-16 and provided a preliminary plan set which has been reviewed with comments returned to consultant. Final plans received from CPH on 1/12/2021. Preparing itemized quotation sheet to accompany design plans for eventual distribution to qualified contractors for obtaining cost proposals. Nothing to report.

WTP Reverse Osmosis (RO) Membrane Evaluation - Replacement

The current water treatment plant RO Skids 1 & 2 have been in operation since 2007. These older two (2) skids are illustrating signs of wear and a lessened capacity to efficiently process water compared to previous periods. The engineering scope of work includes an evaluation of various membrane manufacturer products available and their compatibility to effectively treat and process the District's raw water constituents to obtain finished water quality parameters desired. Staff received final RFP document and exhibits and provided comments for final acceptance. RFP is scheduled to be issued to membrane manufacturer / installer teams this month for obtaining pricing and qualifications submittals.

Stormwater Utility Program Development & Implementation

A project kick-off meeting was held with staff and consultant team (CDM Smith) on February 26, 2020 to discuss project goals and to better familiarize their understanding of the District's overall stormwater system configuration, available mapping and records resources and other information concerning the District's utility billing system and processing procedures. CDM continues to update the stormwater atlas and database with additional information provided by staff. Virtual meeting held with consultant on January 13, 2021 for review of stormwater system program considerations scheduled for presentation to the Board in February 2021. Nothing to report.

Hammock Dunes Bridge Toll Facility Improvements

Contractor Pay Application Request No. 6 in the amount of \$17,649 was reviewed and approved. Base Bid portion of project (Generator & Fuel Tank Removal/ Replacement) is 100% complete. Generator start-up scheduled with contractor and manufacturer was successful. Notice to Proceed dated January 4, 2021 was issued to the Contractor for the Additive Alternate Bid portion (Building & Site Renovations). The Contractor provided a preliminary project schedule on February 24 illustrating project mobilization for site and building renovations to occur (3/1) with tentative project substantial completion to occur (1/22). Staff reviewed schedule and offered comments for contractor consideration.

SJRWMD Consumptive Use Permit (CUP) - Reporting Activities

An Annual Audit was prepared and submitted to SJRWMD for tabulating and comparing the Dunes CDD 2020 annual period groundwater withdrawals, treatment and distribution systems uses and customer consumption records. The annual audit reveals the Dunes accounting of the various well, treatment, distribution and consumption metering systems is well within established level of standards for water utilities. The report summary indicates the percentage of unaccounted for loss from treatment and distribution systems is approximately 1 %. The audit also reveals the annual groundwater withdrawals total of 203 Million Gallons (or 0.554 Million Gallons per Day Annual Avg.) is approximately 64% of the permitted annual allocation of 314.270 Million Gallons (or 0.861 Million Gallons per Day).

EPA Tier 2 Hazardous Materials Annual Reporting Activities

The annual report for hazardous materials inventory for the Dunes Water and Wastewater Plant Facilities was uploaded to the Environmental Protection Agency website. The report and additional inventory and mapping information was also forwarded to appropriate Flagler County emergency officials and offices. Most all the hazardous materials are used for the water and wastewater processes along with diesel fuel for emergency generator power needs.

G.



FISCAL YEAR 2021 TOLL REVENUES

FY 2021	REVENUES						VEHICLES TRIPS						\$/VEHICLE
			%	TOTAL	PREVIOUS	% CHANGE		PREVIOUS	% CHANGE			TURN ARND/	
		BRIDGE	CASH/	MONTHLY	YEAR	FROM PRIOR		YEAR	FROM PRIOR		BRIDGE	VIOLATION/	
MONTH	CASH	PASS	BPASS	COLLECTIONS	COLLECTIONS	YEAR	TOTAL	VEHICLES	YEAR	CASH	PASS	EMPLOYEE	
OCTOBER 2020	\$ 64,428.50	\$ 73,735.79	87.38%	\$ 138,164.29	\$ 128,884.66	6.72%	168,626	165,694	1.77%	31,543	133,773	3,310	\$ 0.819353
NOVEMBER 2020	\$ 57,367.50	\$ 68,245.58	84.06%	\$ 125,613.08	\$ 124,029.35	1.26%	155,279	159,314	-2.53%	28,058	124,332	2,889	\$ 0.808951
DECEMBER 2020	\$ 57,045.00	\$ 71,197.03	80.12%	\$ 128,242.03	\$ 125,797.33	1.91%	160,611	162,010	-0.86%	27,966	129,309	3,336	\$ 0.798464
JANUARY 2021	\$ 52,911.50	\$ 71,888.30	73.60%	\$ 124,799.80	\$ 128,163.86	-2.70%	159,997	171,138	-6.51%	25,878	130,723	3,396	\$ 0.780013
FEBRUARY 2021	\$ 55,170.50	\$ 71,622.16	77.03%	\$ 126,792.66	\$ 131,928.40	-4.05%	158,834	169,696	-6.40%	27,023	129,119	2,692	\$ 0.798272
MARCH 2021					\$ 133,865.52			164,738					
APRIL 2021					\$ 5,316.13			109,810					
MAY 2021					\$ 120,577.59			158,808					
JUNE 2021					\$ 149,790.26			172,911					
JULY 2021					\$ 159,226.81			179,788					
AUGUST 2021					\$ 130,582.23			162,252					
SEPTEMBER 2021					\$ 124,254.69			155,693					
					\$ 1,462,416.83			1,931,852					
TOTALS=	\$ 286,923.00	\$ 356,688.86		\$ 643,611.86			803,347			140,468	647,256	15,623	
PERCENT OF TOTAL=	44.6%	55.4%								17.5%	80.6%	1.9%	
AVERAGES=	\$ 57,384.60	\$ 71,337.77	80.44%	\$ 128,722.37			160,669			28,094	129,451	3,125	
12 MONTH PROJECTION=	\$ 688,615.20	\$ 856,053.26		\$ 1,544,668.46			1,928,033			337,123	1,553,414	37,495	
FY 21 BUDGETED PROJECTION=	\$ 1,695,750												
	12345	=Revised number											

H.

[illegible]

I.

DUNES
COMMUNITY DEVELOPMENT DISTRICT

Unaudited Financial Statements
as of
January 31, 2021

Board of Supervisors Meeting
March 12, 2021

DUNES COMMUNITY DEVELOPMENT DISTRICT

BALANCE SHEET

January 31, 2021

	Major Fund
	General
<u>ASSETS:</u>	
Cash	\$116,635
Assessments Receivable	\$12,761
Due from other Funds	\$0
Investments	\$380,219
TOTAL ASSETS	<u>\$509,615</u>
<u>LIABILITIES AND FUND BALANCES:</u>	
Liabilities:	
Accounts Payable	\$18,198
Due to Other Funds	\$1,786
TOTAL LIABILITIES	<u>\$19,983</u>
Fund Balances:	
Assigned:	
Current year's expenditures	\$65,460
Unassigned	\$424,171
TOTAL FUND BALANCES	<u>\$489,631</u>
TOTAL LIABILITIES & FUND BALANCE	<u>\$509,615</u>

DUNES COMMUNITY DEVELOPMENT DISTRICT

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the Period Ended January 31, 2021

EXPENSE CODE	DESCRIPTION	GENERAL FUND BUDGET	PRORATED BUDGET THRU 01/31/21	ACTUAL THRU 01/31/21	VARIANCE
REVENUES:					
001.300.31900.10000	Maintenance Taxes	\$197,000	\$177,778	\$177,778	\$0
001.300.36100.11000	Interest Income	\$1,056	\$352	\$94	(\$258)
TOTAL REVENUES		\$198,056	\$178,130	\$177,872	(\$258)
EXPENDITURES:					
<u>Administrative</u>					
001.310.51300.11000	Supervisor Fees	\$14,000	\$4,667	\$4,000	\$667
001.310.51300.21000	FICA Expense	\$1,071	\$357	\$306	\$51
001.310.51300.31100	Engineering/Software Services	\$20,000	\$6,667	\$0	\$6,667
001.310.51300.31500	Attorney	\$11,000	\$3,667	\$2,613	\$1,054
001.310.51300.32000	Collection Fees/Payment Discount	\$12,000	\$4,000	\$3,448	\$552
001.310.51300.32200	Annual Audit	\$3,440	\$1,147	\$100	\$1,047
001.310.51300.34000	Management Fees	\$9,800	\$3,267	\$3,267	(\$0)
001.310.51300.35100	Computer Time	\$1,000	\$333	\$333	\$0
001.310.51300.40000	Travel Expenses	\$2,000	\$667	\$0	\$667
001.310.51300.42000	Postage & Express Mail	\$3,000	\$1,000	\$600	\$400
001.310.51300.42500	Printing	\$2,500	\$833	\$559	\$275
001.310.51300.45000	Insurance	\$17,297	\$14,476	\$14,476	\$0
001.310.51300.48000	Advertising Legal & Other	\$1,500	\$500	\$0	\$500
001.310.51300.49000	Bank Charges	\$600	\$200	\$195	\$5
001.310.51300.49100	Contingencies	\$4,000	\$1,333	\$415	\$919
001.310.51300.51000	Office Supplies	\$2,000	\$667	\$230	\$437
001.310.51300.54000	Dues, Licenses & Subscriptions	\$1,000	\$333	\$175	\$158
001.320.53800.12000	Salaries	\$139,918	\$48,433	\$47,937	\$496
001.320.53800.21000	FICA Taxes	\$12,416	\$4,298	\$3,157	\$1,141
001.320.53800.22000	Pension Expense	\$11,193	\$3,875	\$4,887	(\$1,012)
001.320.53800.23000	Health Insurance Benefits	\$27,631	\$9,210	\$7,646	\$1,564
001.320.53800.24000	Workers Comp Insurance	\$3,600	\$3,125	\$3,125	\$0
001.320.53800.64000	Capital Improvements	\$150,000	\$50,000	\$35,390	\$14,610
TOTAL ADMINISTRATIVE		\$450,967	\$163,055	\$132,859	\$30,196
<u>General System Maintenance</u>					
001.320.53800.43000	Electric (7 Aerators)	\$15,000	\$5,000	\$3,644	\$1,356
001.320.53800.46500	Lake Maintenance	\$88,000	\$29,333	\$21,576	\$7,757
001.320.53800.46200	Landscaping	\$35,000	\$11,667	\$9,726	\$1,941
001.320.53800.52100	Grass Carp	\$3,000	\$1,000	\$0	\$1,000
001.320.53800.46700	Storm Drain System Maintenance	\$40,000	\$13,333	\$780	\$12,553
001.320.53800.46000	Building Maintenance	\$23,000	\$7,667	\$12,744	(\$5,077)
001.320.53800.46300	Tree & Shrub Removal	\$11,000	\$3,667	\$8,500	(\$4,833)
001.320.53800.49200	R&M-Floating Fountains	\$10,000	\$3,333	\$1,486	\$1,848
001.320.53800.49300	R&R-Equipment	\$5,000	\$1,667	\$198	\$1,469
TOTAL GENERAL SYSTEM MAINTENANCE		\$230,000	\$76,667	\$58,654	\$18,013
TOTAL EXPENDITURES		\$680,967	\$239,721	\$191,513	\$48,209
Excess (deficiency) of revenues over (under) expenditures		(\$482,910)	(\$61,591)	(\$13,641)	\$47,950
<u>Other Financing Sources/(Uses)</u>					
001.300.38100.10000	Interfund Transfer (From Bridge Fund)	\$417,450	\$417,450	\$417,450	\$0
TOTAL OTHER FINANCING SOURCES/(USES)		\$417,450	\$417,450	\$417,450	\$0
Net change in fund balance		(\$65,460)	\$355,859	\$403,809	\$47,950
FUND BALANCE - BEGINNING		\$65,460		\$85,822	
FUND BALANCE - ENDING		\$0		\$489,631	

DUNES COMMUNITY DEVELOPMENT DISTRICT

STATEMENT OF NET POSITION - PROPRIETARY FUNDS

	9/30/19		12/31/20		1/31/20		
	Major Funds		Major Funds		Major Funds		
	Water, Sewer and Effluent Reuse Enterprise Fund	Intracoastal Waterway Bridge Enterprise Fund	Water, Sewer and Effluent Reuse Enterprise Fund	Intracoastal Waterway Bridge Enterprise Fund	Water, Sewer and Effluent Reuse Enterprise Fund	Intracoastal Waterway Bridge Enterprise Fund	Total
ASSETS:							
Current Assets:							
Cash and Cash Equivalents:							
Cash - Operating Account	\$52,626	\$102,194	\$429,256	\$121,427	\$314,578	\$139,797	\$454,375
Cash - On Hand	---	\$2,800	---	\$2,800	---	\$2,800	\$2,800
Petty Cash	---	\$1,626	---	\$406	---	\$1,406	\$1,406
Investments:							
State Board - Surplus Funds	\$4,689,734	\$11,194,664	\$4,161,853	\$10,737,064	\$4,222,281	\$10,783,614	\$15,005,896
State Board - Community Projects	---	\$1,386,047	---	\$96,291	---	\$65,089	\$65,089
Receivables							
Utility Billing	\$282,888	---	\$250,722	---	\$244,017	---	\$244,017
Unbilled Accounts Receivable	\$149,303	---	---	---	---	---	\$0
Due from Other Funds	---	\$9,936	\$621	\$60,905	\$919	\$3,321	\$4,239
Noncurrent Assets:							
Prepays	\$12,825	\$5,122	\$0	\$0	\$0	\$0	\$0
Deposits	\$1,000	---	\$1,000	---	\$1,000	---	\$1,000
Capital Assets:							
Land	\$875,488	\$85,000	\$875,488	\$85,000	\$875,488	\$85,000	\$960,488
Plant-Expansion (Net)	\$4,916,842	---	\$4,916,842	---	\$4,916,842	---	\$4,916,842
Maintenance Building (Net)	\$45,869	---	\$45,869	---	\$45,869	---	\$45,869
Equipment (Net)	\$674,365	\$14,226	\$674,365	\$14,226	\$674,365	\$14,226	\$688,591
Roadways (Net)	---	\$1,512,959	---	\$1,512,959	---	\$1,512,959	\$1,512,959
Bridge Facility (Net)	---	\$5,071,657	---	\$5,071,657	---	\$5,071,657	\$5,071,657
Improvements Other than Buildings (Net)	\$15,006,416	---	\$15,006,416	---	\$15,006,416	---	\$15,006,416
Meters in the Field/Inventory (Net)	\$0	---	\$0	---	\$0	---	\$0
Construction in Progress	\$7,292,616	\$314,300	\$7,292,616	\$314,300	\$7,292,616	\$314,300	\$7,606,916
TOTAL ASSETS	\$33,999,971	\$19,700,532	\$33,655,047	\$18,017,034	\$33,594,391	\$17,994,168	\$51,588,559
LIABILITIES:							
Current Liabilities:							
Accounts Payable	\$141,302	\$23,304	\$136,576	\$57,620	\$83,182	\$105,444	\$188,626
Retainage Payable	\$50,000	---	\$50,000	---	\$50,000	---	\$50,000
Due to Other Funds	\$12,038	---	\$54,366	---	\$2,454	---	\$2,454
Due to Pension Fund	---	\$114	---	\$0	---	\$0	\$0
Noncurrent Liabilities:							
Utility Deposits	\$1,347	---	\$1,347	---	\$1,347	---	\$1,347
Customer Refunds Due	\$3,350	---	\$3,350	---	\$3,350	---	\$3,350
Prepaid Connection Fees	\$818,173	---	\$804,173	---	\$804,173	---	\$804,173
Deferred Toll Revenue ⁽²⁾	---	\$494,631	---	\$481,853	---	\$481,853	\$481,853
TOTAL LIABILITIES	\$1,026,209	\$518,049	\$1,049,812	\$539,473	\$944,505	\$587,297	\$1,531,802
NET POSITION							
Net Invested in Capital Assets	\$28,811,596	\$6,998,142	\$28,811,596	\$6,998,142	\$28,811,596	\$6,998,142	\$35,809,738
Restricted for Community Projects ⁽¹⁾	---	\$1,386,047	---	\$96,096	---	\$96,096	\$96,096
Unrestricted	\$4,162,166	\$10,798,293	\$3,793,639	\$10,383,323	\$3,838,290	\$10,312,633	\$14,150,923
TOTAL NET POSITION	\$32,973,762	\$19,182,483	\$32,605,235	\$17,477,561	\$32,649,886	\$17,406,871	\$50,056,757

⁽¹⁾ Bridge Interlocal Agreement with County.

⁽²⁾ Adjustment was made after conversion of new Toll System from bonus dollars.

DUNES COMMUNITY DEVELOPMENT DISTRICT

Water and Sewer Fund-Proprietary Fund

Statement of Revenues, Expenses and Changes in Net Position

For the Period Ended January 31, 2021

EXPENDITURE CODE	DESCRIPTION	WATER/SEWER FUND BUDGET	PRORATED BUDGET THRU 01/31/21	ACTUAL THRU 01/31/21	VARIANCE
OPERATING REVENUES:					
041.300.34300.30000	Water Revenue	\$969,987	\$323,329	\$353,069	\$29,740
041.300.34300.50000	Sewer Revenue	\$894,301	\$298,100	\$295,574	(\$2,526)
041.300.34300.76000	Irrigation/Effluent	\$1,147,185	\$382,395	\$366,528	(\$15,867)
041.300.34300.10000	Meter Fees	\$20,000	\$6,667	\$7,100	\$433
041.300.34300.10100	Connection Fees - W, S & I (75 units)	\$20,000	\$6,667	\$17,000	\$10,333
041.300.36900.10000	CPC Effluent Agreement	\$40	\$13	\$0	(\$13)
041.300.34900.10200	Backflow Preventor/Misc.	\$100	\$33	\$854	\$821
041.300.36900.10000	Misc. Income / Penalty	\$14,007	\$4,669	\$4,085	(\$584)
TOTAL OPERATING REVENUES		\$3,065,620	\$1,021,873	\$1,044,211	\$22,337
OPERATING EXPENSES					
<u>Administrative</u>					
041.310.51300.31100	Engineering	\$50,000	\$16,667	\$19,587	(\$2,920)
041.310.51300.31500	Attorney	\$35,000	\$11,667	\$1,588	\$10,078
041.310.51300.32200	Annual Audit	\$7,740	\$2,580	\$225	\$2,355
041.310.51300.34000	Management Fees	\$22,050	\$7,350	\$7,350	\$0
041.310.51300.40000	Travel Expenses	\$15,000	\$5,000	\$4,107	\$893
041.310.51300.42000	Postage & Express Mail	\$6,000	\$2,000	\$1,471	\$529
041.310.51300.42500	Printing & Mailing Utility Bills	\$17,500	\$5,833	\$5,183	\$650
041.310.51300.48000	Advertising Legal & Other	\$2,500	\$833	\$0	\$833
041.310.51300.49000	Bank Charges	\$10,000	\$3,333	\$1,221	\$2,112
041.310.51300.49100	Contingencies	\$15,000	\$5,000	\$3,438	\$1,562
041.310.51300.51000	Office Supplies and Equipment	\$15,000	\$5,000	\$2,872	\$2,128
041.310.51300.54000	Dues, Licenses & Subscriptions	\$18,000	\$6,000	\$2,856	\$3,144
041.310.51300.54200	Permits Fees WTP & WWTP	\$15,000	\$5,000	\$4,600	\$400
041.310.51300.55000	Land Leases & Easement Fees	\$12,500	\$12,500	\$11,717	\$783
041.310.53600.12000	Salaries	\$857,928	\$296,975	\$296,844	\$131
041.310.53600.21000	FICA Taxes	\$76,132	\$26,354	\$21,933	\$4,420
041.310.53600.22000	Pension Plan	\$68,634	\$23,758	\$28,161	(\$4,403)
041.310.53600.23000	Insurance Benefits (Medical)	\$195,572	\$65,191	\$40,720	\$24,471
041.310.53600.24000	Workers Compensation Insurance	\$19,080	\$16,585	\$16,585	\$0
041.310.53600.25000	Unemployment Benefits	\$5,000	\$1,667	\$0	\$1,667
041.310.53600.25000	Bad Debt Expense	\$1,000	\$333	\$0	\$333
041.310.53600.41000	Telephone	\$50,000	\$16,667	\$11,917	\$4,750
041.310.53600.41002	Payment Processing Service	\$9,000	\$3,000	\$3,697	(\$697)
041.310.53600.44000	Equipment Rentals & Leases	\$7,000	\$2,333	\$1,736	\$597
041.310.53600.45000	Insurance	\$112,433	\$96,245	\$96,245	\$0
041.310.53600.46100	Repair and Maintenance for Vehicles	\$20,000	\$6,667	\$761	\$5,905
041.310.53600.52000	Supplies/Equipment General	\$7,000	\$2,333	\$1,745	\$588
041.310.53600.52010	Tools	\$6,000	\$2,000	\$1,604	\$396
041.310.53600.52055	Uniforms/Supplies/Services	\$12,000	\$12,000	\$10,664	\$1,336
041.310.53600.52100	Fuel for Vehicles	\$9,500	\$3,167	\$2,547	\$619
041.310.53600.54100	Training & Travel Expenses	\$9,000	\$3,000	\$1,021	\$1,979
TOTAL ADMINISTRATIVE		\$1,706,569	\$667,036	\$602,396	\$64,641

DUNES COMMUNITY DEVELOPMENT DISTRICT

Water and Sewer Fund-Proprietary Fund

Statement of Revenues, Expenses and Changes in Net Position

For the Period Ended January 31, 2021

EXPENDITURE CODE	DESCRIPTION	WATER/SEWER FUND BUDGET	PRORATED BUDGET THRU 01/31/21	ACTUAL THRU 01/31/21	VARIANCE
<u>Water System</u>					
041.320.53600.34800	Water Quality Testing	\$25,000	\$8,333	\$3,626	\$4,707
041.320.53600.43000	Electric	\$125,000	\$41,667	\$32,878	\$8,789
041.320.53600.43100	Bulk Water Purchases	\$20,000	\$6,667	\$14	\$6,653
041.320.53600.44000	Equipment Rentals & Leases	\$1,000	\$333	\$0	\$333
041.320.53600.46000	Plant Maintenance Repair and Equipment	\$90,000	\$30,000	\$59,379	(\$29,379)
041.320.53600.46050	Distribution System Maintenance Repair and Equip.	\$25,000	\$8,333	\$5,220	\$3,113
041.320.53600.52000	Plant Operating Supplies	\$20,000	\$6,667	\$4,515	\$2,151
041.320.53600.52200	Chlorine & Other Chemicals	\$190,000	\$63,333	\$65,162	(\$1,828)
041.320.53600.61000	Meters New & Replacement	\$50,000	\$16,667	\$68	\$16,599
TOTAL WATER SYSTEM		\$546,000	\$182,000	\$170,862	\$11,138
<u>Sewer System</u>					
041.330.53600.34800	Water Quality Testing	\$15,000	\$5,000	\$2,255	\$2,745
041.330.53600.34900	Sludge Disposal	\$33,000	\$11,000	\$9,000	\$2,000
041.330.53600.43000	Electric	\$51,000	\$17,000	\$19,935	(\$2,935)
041.330.53600.44000	Equipment Rentals & Leases	\$3,000	\$1,000	\$0	\$1,000
041.330.53600.46000	Plant Maintenance Repair and Equipment	\$135,000	\$45,000	\$89,805	(\$44,805)
041.330.53600.46050	Collection System Maintenance Repair and Equip.	\$20,000	\$6,667	\$2,583	\$4,083
041.330.53600.46075	Lift Station Repair and Maintenance	\$45,000	\$15,000	\$9,768	\$5,232
041.330.53600.52000	Plant Operating Supplies	\$20,000	\$6,667	\$182	\$6,485
041.330.53600.52200	Chlorine & Other Chemicals	\$35,000	\$11,667	\$6,066	\$5,601
TOTAL SEWER SYSTEM		\$357,000	\$119,000	\$139,594	(\$20,594)
<u>Irrigation System</u>					
041.340.53600.34800	Water Quality Testing	\$5,000	\$1,667	\$913	\$754
041.340.53600.43000	Electric	\$50,000	\$16,667	\$15,254	\$1,413
041.340.53600.43300	Effluent (Reclaimed Water) Purchases	\$180,000	\$60,000	\$31,352	\$28,648
041.340.53600.44000	Equipment Rentals & Leases	\$30,000	\$10,000	\$11,403	(\$1,403)
041.340.53600.46000	Plant Maintenance Repair and Equipment	\$80,000	\$26,667	\$32,413	(\$5,746)
041.340.53600.46050	Distribution System Maintenance Repair/Equip.	\$25,000	\$8,333	\$4,173	\$4,160
041.340.53600.61000	Meters New & Replacement	\$60,000	\$20,000	\$21,219	(\$1,219)
TOTAL IRRIGATION SYSTEM		\$430,000	\$143,333	\$116,728	\$26,605
<u>Contribution to Reserves</u>					
041.310.51300.63100	Renewal and Replacement	\$236,400	\$78,800	\$7,228	\$71,572
TOTAL CONTRIBUTIONS TO RESERVES		\$236,400	\$78,800	\$7,228	\$71,572
TOTAL OPERATING EXPENSES		\$3,275,969	\$1,190,170	\$1,036,808	\$153,362
OPERATING INCOME (LOSS)		(\$210,349)	(\$168,296)	\$7,403	\$175,699
<u>NON OPERATING REVENUE (EXPENSES)</u>					
041.300.36900.10200	Non Operating Revenue - Capital Expansion	\$536,349	\$178,783	\$0	(\$178,783)
041.300.22300.10000	Connection Fees - W/S	(\$21,000)	(\$7,000)	\$0	\$7,000
041.300.36100.10000	Interest Income	\$125,000	\$41,667	\$3,024	(\$38,643)
041.310.51300.64000	Capital Improvements	(\$430,000)	(\$143,333)	(\$20,095)	\$123,238
TOTAL NON OPERATING REVENUE (EXPENSES)		\$210,349	\$70,116	(\$17,071)	(\$87,188)
CHANGE IN NET POSITION		\$0	(\$98,180)	(\$9,668)	\$88,512
TOTAL NET POSITION - BEGINNING		\$0		\$26,802,048	
NOTAL NET POSITION - ENDING		\$0		\$26,792,380	

DUNES COMMUNITY DEVELOPMENT DISTRICT

Bridge Fund - Proprietary Fund

Statement of Revenues, Expenses and Changes in Net Position

For the Period Ended January 31, 2021

EXPENSE CODE	DESCRIPTION	BRIDGE FUND BUDGET	PRORATED BUDGET THRU 01/31/21	ACTUAL THRU 01/31/21	VARIANCE
OPERATING REVENUES:					
042.300.34900.10000	Toll Collections/Book Sales	\$1,695,750	\$565,250	\$533,334	(\$31,916)
042.300.36900.10000	Miscellaneous Income	\$14,000	\$4,667	\$16,658	\$11,991
TOTAL OPERATING REVENUES		\$1,709,750	\$569,917	\$549,992	(\$19,925)
OPERATING EXPENSES					
<u>Administrative</u>					
042.310.51300.31100	Engineering	\$5,000	\$1,667	\$0	\$1,667
042.310.51300.31500	Attorney	\$10,000	\$3,333	\$1,588	\$1,745
042.310.51300.32200	Annual Audit	\$6,020	\$6,020	\$175	\$5,845
042.310.51300.34000	Management Fees	\$17,150	\$5,717	\$5,717	(\$0)
042.310.51300.49000	Bank Charges	\$4,500	\$1,500	\$1,259	\$241
042.310.51300.49100	Contingencies	\$5,000	\$1,667	\$760	\$907
TOTAL ADMINISTRATIVE		\$47,670	\$19,903	\$9,499	\$10,404
<u>Toll Facility</u>					
042.320.54900.12000	Salaries	\$505,487	\$174,976	\$180,861	(\$5,884)
042.320.54900.21000	FICA Taxes	\$43,326	\$14,998	\$13,085	\$1,913
042.320.54900.22000	Pension Plan	\$30,434	\$10,535	\$12,663	(\$2,129)
042.320.54900.23000	Insurance Benefits (Medical)	\$84,948	\$28,316	\$16,036	\$12,280
042.320.54900.24000	Workers Compensation Insurance	\$13,320	\$11,544	\$11,544	\$0
042.320.54900.34300	Contractual Support	\$70,000	\$23,333	\$8,079	\$15,254
042.320.54900.34500	Payroll Processing Fee	\$32,000	\$10,667	\$11,155	(\$488)
042.320.54900.34600	Credit Card Processing Fee	\$24,000	\$8,000	\$8,335	(\$335)
042.320.54900.40000	Travel Expenses	\$1,000	\$333	\$0	\$333
042.320.54900.41000	Telephone	\$6,000	\$2,000	\$1,487	\$513
042.320.54900.42500	Printing	\$5,000	\$1,667	\$1,516	\$151
042.320.54900.43000	Utility Services	\$18,000	\$6,000	\$5,279	\$721
042.320.54900.45000	Insurance	\$86,487	\$74,666	\$74,666	\$0
042.320.54900.46000	Repairs & Maintenance	\$85,000	\$28,333	\$22,188	\$6,146
042.320.54900.46002	Repairs & Maintenance-Parkway	\$170,000	\$56,667	\$46,059	\$10,608
042.320.54900.46100	DOT mandated Bridge Inspection (Required in 2021)	\$25,000	\$8,333	\$0	\$8,333
042.320.54900.51000	Office Supplies	\$4,000	\$1,333	\$987	\$346
042.320.54900.52000	Operating Supplies	\$22,000	\$7,333	\$7,881	(\$548)
TOTAL TOLL FACILITY		\$1,226,002	\$469,035	\$421,821	\$47,214
<u>Maintenance Reserves & Community Projects</u>					
042.310.51300.60002	Parkway Capital Expenditures	\$25,000	\$8,333	\$0	\$8,333
TOTAL MAINTENANCE RESERVES & COMMUNITY PROJECTS		\$25,000	\$8,333	\$0	\$8,333
TOTAL OPERATING EXPENSES		\$1,298,672	\$497,272	\$431,321	\$65,951
OPERATING INCOME (LOSS)		\$411,078	\$72,645	\$118,672	\$46,027
<u>NON OPERATING REVENUE (EXPENSES)</u>					
042.300.36100.11000	Interest Income	\$200,000	\$66,667	\$8,040	(\$58,627)
042.320.54900.64000	Capital Improvements	(\$1,700,000)	(\$566,667)	(\$243,149)	\$323,518
042.300.38300.10000	Intergovernmental Transfer	\$1,506,372	\$0	\$0	\$0
042.300.38100.10000	Transfer to General Fund	(\$417,450)	(\$417,450)	(\$417,450)	\$0
TOTAL NON OPERATING REVENUE (EXPENSES)		(\$411,078)	(\$917,450)	(\$652,559)	\$264,891
CHANGE IN NET POSITION		(\$0)	(\$844,805)	(\$533,887)	\$310,918
TOTAL NET POSITION - BEGINNING		\$437,218		\$17,263,258	
NOTAL NET POSITION - ENDING		\$437,218		\$16,729,370	

J.

DUNES
COMMUNITY DEVELOPMENT DISTRICT
COMMUNITY PROJECTS FUND

1. Recap of Community Projects Fund Activity Through January 31, 2021

Opening Balance in Community Projects Account		\$0.00
Source of Funds:	Interest Earned	\$96,180.49
	Community Project Fund Receipts	\$500,000.00
Use of Funds:		
Disbursements:	Sidewalk Project	(\$112,684.56)
	Median Landscape Improvements	(\$74,870.60)
	Ocean Rescue Equipment & Storage Project	(\$100,432.17)
	HDP Safety, Street Lighting, Traffic Signs	(\$243,104.64)
	Professional Fees	\$0.00
Adjusted Balance in Construction Account at January 31, 2021		<u><u>\$65,088.52</u></u>

2. Funds Available For Construction at January 31, 2021

Book Balance of Construction Fund at January 31, 2021	\$65,088.52
Construction Funds available at January 31, 2021	<u><u>\$65,088.52</u></u>

3. Investments - SBA

January 31, 2021	<u>Type</u>	<u>Yield</u>	<u>Due</u>	<u>Maturity</u>	<u>Principal</u>
Construction Fund:	Overnight	0.17%		\$65,088.52	\$65,088.52
ADJ: Deposits in Transit					\$0.00
ADJ: Outstanding Requisitions					\$0.00
Balance at 1/31/21					<u><u>\$65,088.52</u></u>

K.

Dunes CDD

Special Assessment Receipts

Fiscal Year Ending September 30, 2021

Date Received	Gross Assessments Received	Discounts/ Penalties	Commissions Paid	Interest Income	Net Amount Received	\$197,000.00 General Fund 100%	\$197,000.00 Total 100%
11/17/20	\$42,240.20	\$1,700.34	\$810.80	\$0.00	\$39,729.06	\$39,729.06	\$39,729.06
12/02/20	\$94,291.39	\$3,772.86	\$1,810.37	\$0.00	\$88,708.16	\$88,708.16	\$88,708.16
12/16/20	\$35,335.78	\$1,376.93	\$679.18	\$0.00	\$33,279.67	\$33,279.67	\$33,279.67
1/5/21	\$7,624.53	\$228.34	\$147.92	\$0.00	\$7,248.27	\$7,248.27	\$7,248.27
1/31/21	\$5,486.08	\$121.22	\$107.30	\$0.00	\$5,257.56	\$5,257.56	\$5,257.56
	\$184,977.98	\$7,199.69	\$3,555.57	\$0.00	\$174,222.72	\$174,222.72	\$174,222.72

Percent Collected 93.90%

L.

DUNES COMMUNITY DEVELOPMENT DISTRICT

Check Run Summary

January 31, 2021

<i>Fund</i>	<i>Check Numbers</i>	<i>Amount</i>
General Fund	6373-6384	\$18,172.41
Water and Sewer	16783-16682	\$366,080.53
Bridge Fund	7656-7690	\$123,238.81
<i>Total</i>		<i>\$507,491.75</i>

AP300R	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										RUN	3/03/21	PAGE	1
*** CHECK DATES 01/01/2021 - 01/31/2021 ***														
DUNES CDD - WATER/SEWER														
BANK D DUNES - WATER/SEWER														
CHECK														
DATE	VEND#	.....INVOICE.....		...EXPENSED TO...		VENDOR NAME		STATUS	AMOUNT	.....CHECK.....				
		DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS			AMOUNT	#		
1/05/21	00835	12/20/20	2930	202012	320	53600	46000		*	198.59				
			JANITORIAL SVCS 12/20											
		12/20/20	2930	202012	330	53600	46000		*	198.58				
			JANITORIAL SVCS 12/20											
ALL SEASON HOME SOLUTION LLC											397.17	016783		
1/05/21	01296	12/16/20	05201180	202012	320	53600	52000		*	1,789.55				
			SUPPLIES											
AMERICAN WATER CHEMICALS, INC.											1,789.55	016784		
1/05/21	01164	12/24/20	76894701	202101	310	53600	41000		*	70.66				
			SVCS THRU 01/22/2021											
BRIGHT HOUSE NETWORKS											70.66	016785		
1/05/21	01499	1/04/21	01042021	202101	300	34300	30100		*	38.89				
			REFUND-CRDT BAL CLSD ACCT											
KONSTANTIN CHERNYSH											38.89	016786		
1/05/21	00305	12/25/20	14359850	202011	320	53600	43100		*	2.33				
			SVCS 11/20											
		12/25/20	14360461	202011	320	53600	43100		*	.29				
			SVCS 11/20											
		12/25/20	14363521	202011	340	53600	43300		*	10,118.75				
			SVCS 11/20											
		12/25/20	14368149	202011	340	53600	43300		*	59.23				
			SVCS 11/20											
CITY OF PALM COAST											10,180.60	016787		
1/05/21	01500	1/04/21	01042021	202101	300	34300	30000		*	39.92				
			REFUND-CLSD ACCT											
ROBERT & ELIZABETH CLEMENS											39.92	016788		
1/05/21	01510	12/23/20	CD623015	202012	320	53600	46000		*	3,085.20				
			SUPPLIES											
CONTROL SOUTHERN INC											3,085.20	016789		
1/05/21	00542	12/16/20	122691	202011	310	51300	31100		*	8,575.00				
			SVCS THRU 11/22/20											
CPH ENGINEERS, INC.											8,575.00	016790		
1/05/21	01501	1/04/21	01042021	202101	300	34300	30100		*	14.69				
			REFUND-CRDT BAL CLSD ACCT											
MARYANN G DONOHUE TTE											14.69	016791		
1/05/21	00127	12/29/20	755172	202012	330	53600	46000		*	8,494.56				
			POWERFLEX											
ENGLEWOOD ELECTRIC SUPPLY CO.											8,494.56	016792		

DUNE -DUNES - SROSINA														

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
1/05/21	00246	12/09/20 456313	202012 340-53600-34800		*	419.00	
		SVCS 12/09/20					
				FLOWERS CHEMICAL LABORATORIES, INC.			419.00 016793
1/05/21	00013	12/30/20 00180-12	202012 330-53600-43000		*	36.00	
		SVCS 12/20					
		12/30/20 01669-12	202012 330-53600-43000		*	54.47	
		SVCS 12/20					
		12/30/20 06441-12	202012 330-53600-43000		*	193.78	
		SVCS 12/20					
		12/30/20 06618-12	202012 330-53600-43000		*	55.01	
		SVCS 12/20					
		12/30/20 06682-12	202012 330-53600-43000		*	13.04	
		SVCS 12/20					
		12/30/20 09639-12	202012 330-53600-43000		*	19.41	
		SVCS 12/20					
		12/30/20 09681-12	202012 330-53600-43000		*	55.27	
		SVCS 12/20					
		12/30/20 10476-12	202012 330-53600-43000		*	14.39	
		SVCS 12/20					
		12/30/20 13564-12	202012 340-53600-43000		*	10.89	
		SVCS 12/20					
		12/30/20 31053-12	202012 330-53600-43000		*	15.20	
		SVCS 12/20					
		12/30/20 35422-12	202012 340-53600-43000		*	3,697.64	
		SVCS 12/20					
		12/30/20 38339-12	202012 320-53600-43000		*	8,387.38	
		SVCS 12/20					
		12/30/20 41474-12	202012 330-53600-43000		*	24.35	
		SVCS 12/20					
		12/30/20 54287-12	202012 330-53600-43000		*	1,083.34	
		SVCS 12/20					
		12/30/20 54554-12	202012 330-53600-43000		*	16.18	
		SVCS 12/20					
		12/30/20 64405-12	202012 330-53600-43000		*	13.75	
		SVCS 12/20					
		12/30/20 80187-12	202012 330-53600-43000		*	15.56	
		SVCS 12/20					
		12/30/20 83014-12	202012 330-53600-43000		*	63.62	
		SVCS 12/20					
		12/30/20 89460-12	202012 330-53600-43000		*	3,273.23	
		SVCS 12/20					
		12/30/20 94444-12	202012 330-53600-43000		*	45.86	
		SVCS 12/20					
				FLORIDA POWER & LIGHT CO.			17,088.37 016795
				DUNE -DUNES - SROSINA			

AP300R	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										RUN	3/03/21	PAGE	3
*** CHECK DATES 01/01/2021 - 01/31/2021 ***														
DUNES CDD - WATER/SEWER														
BANK D DUNES - WATER/SEWER														
CHECK														
DATE	VEND#	.....INVOICE.....	...EXPENSED TO...					VENDOR NAME	STATUS		AMOUNT	....CHECK.....		
		DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS				AMOUNT	#	
1/05/21	01502	1/04/21	01042021	202101	300	34300	30000		*		9.58			
			REFUND-CLSD ACCT											
								RICHARD & REBECCA FURBEE				9.58	016796	
1/05/21	00028	11/30/20	33127	202011	320	53600	52000		*		134.71			
			SUPPLIES											
		12/07/20	33150	202012	310	53600	52000		*		102.28			
			SUPPLIES											
								HAMMOCK HARDWARE & SUPPLY, INC.				236.99	016797	
1/05/21	00515	12/17/20	4848627	202012	320	53600	52200		*		3,414.83			
			CALCIUM CHLORIDE											
								HAWKINS, INC.				3,414.83	016798	
1/05/21	00298	11/20/20	65922	202011	310	53600	52010		*		105.86			
			SUPPLIES											
		12/15/20	95987	202012	320	53600	46050		*		11.92			
			SUPPLIES											
								HOME DEPOT CREDIT SERVICES				117.78	016799	
1/05/21	01503	1/04/21	01042021	202101	300	34300	30100		*		14.69			
			REFUND-CRDT BAL CLSD ACCT											
								VINCENT J. KEANE				14.69	016800	
1/05/21	01504	1/04/21	01042021	202101	300	34300	30100		*		29.38			
			REFUND-CRDT BAL CLSD ACCT											
								FRANK & NINFA LA SPISA				29.38	016801	
1/05/21	01247	12/20/20	11370578	202012	310	53600	44000		*		157.54			
			COPIER LEASE											
								LEAF				157.54	016802	
1/05/21	01505	1/04/21	01042021	202101	300	34300	30000		*		120.63			
			REFUND-CLSD ACCT											
								LENNART & ROBERTA LINDEGREN				120.63	016803	
1/05/21	01506	1/04/21	01042021	202101	300	34300	30000		*		107.27			
			REFUND-CLSD ACCT											
								GORDON & ANNE MACKENZIE				107.27	016804	
1/05/21	01507	1/04/21	01042021	202101	300	34300	30000		*		64.44			
			REFUND-CLSD ACCT											
								ALAN & PAMELA MANDELBLOOM				64.44	016805	
1/05/21	01138	12/15/20	65141143	202012	320	53600	52200		*		513.67			
			CO2 BULK											
								NUCO2				513.67	016806	
DUNE -DUNES - SROSINA														

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
1/05/21	01508	1/04/21 01042021	202101 300-34300-30000 REFUND-CLSD ACCT	WILLIAM & CAROL ONKSEN	*	53.20	53.20	016807
1/05/21	00569	12/17/20 25174	202012 330-53600-34900 RINSE DEWATERING BOX	ORMOND SEPTIC SYSTEMS	*	1,800.00	1,800.00	016808
1/05/21	01171	1/01/21 012021	202101 310-51300-40000 VEHICLE ALLOWANCE	GREGORY L. PEUGH	*	500.00	500.00	016809
1/05/21	01245	1/01/21 012021	202101 310-51300-40000 VEHICLE ALLOWANCE 01/21	DAVID C. PONITZ	*	300.00	300.00	016810
1/05/21	01511	11/09/20 41109202	202011 320-53600-46000	PRO CONTROLS & AUTOMATION	*	434.23	434.23	016811
		11/09/20 41109202	202011 330-53600-46000		*	434.23	434.23	
		11/09/20 41109202	202011 340-53600-46000		*	434.24	434.24	
1/05/21	01509	1/04/21 01042021	202101 300-34300-30000 REFUND-CLSD ACCT	ROBERT SHAGAWAT	*	99.16	99.16	016812
		1/04/21 01042021	202101 300-34300-30000 REFUND-CLSD ACCT		V	99.16	99.16	
1/05/21	00491	11/03/20 1183	202011 310-51300-54000 MEMBERSHIP RENEWAL	SOUTHEAST DESALTING ASSOCIATION	*	40.00	40.00	016813
1/05/21	01205	12/02/20 12501	202012 310-51300-51000 SUPPLIES		*	217.81	217.81	
		12/07/20 71202	202012 310-51300-51000 SUPPLIES		*	8.57	8.57	
		12/17/20 39501	202012 300-20700-10000 SUPPLIES		*	140.97	140.97	
		12/17/20 39501	202012 320-54900-52000 SUPPLIES		*	140.97	140.97	
		12/17/20 39501	202012 300-13100-10000 SUPPLIES		*	140.97	140.97	
		12/18/20 26001	202012 310-51300-51000 SUPPLIES	STAPLES BUSINESS CREDIT	*	125.86	125.86	016814

*** CHECK DATES 01/01/2021 - 01/31/2021 ***
 DUNES CDD - WATER/SEWER
 BANK D DUNES - WATER/SEWER

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
1/05/21	00020	12/21/20	76378 202012 320-53600-46050 SUPPLIES		*	220.50	
		12/23/20	76412 202012 320-53600-46050 SUPPLIES		*	1,669.42	
		12/23/20	76412 202012 330-53600-46050 SUPPLIES		*	1,698.03	
		12/23/20	76412 202012 340-53600-46050 SUPPLIES		*	484.70	
				SUNSTATE METER AND SUPPLY, INC.			4,072.65 016815
I/05/21	00955	1/16/20	75999 202011 340-53600-46000 DIXON GALVANIZED STEEL		*	319.58	
		11/09/20	69956-1 202011 330-53600-46075 3INCH TRACTOR EXHAUST SIL		*	179.70	
		11/16/20	56794 202011 330-53600-46000 MONITOR/RELAY		*	640.11	
		11/16/20	68953 202011 320-53600-52000 MICROFLEX DIAMOND GRIP		*	227.64	
		11/19/20	74553 202011 330-53600-46000 KEE SAFETY STRAIGHT COUP		*	149.03	
		11/19/20	96888 202011 330-53600-46000 ATC REPEAT CYC		*	70.21	
		11/30/20	36868 202011 310-51300-51000 2021 CALENDARS		*	178.66	
		12/03/20	58366 202012 320-53600-46000 R&G S/STEEL INSECT		*	112.99	
		12/03/20	58576 202012 320-53600-46000 ELITEXION MECHANIC ENG		*	15.98	
		12/03/20	85593 202012 330-53600-46000 ATC REPEAT CYC		*	70.21	
		12/09/20	79869 202012 310-51300-51000 REFUND		*	66.99-	
				SYNCB/AMAZON			1,897.12 016816
I/05/21	00214	12/16/20	448405 202012 310-53600-52000 GRIPS FOR STAINLESS PROBE		*	52.50	
				USA BLUEBOOK			52.50 016817
1/05/21	01289	1/02/21	2325 202101 310-51300-49100 WEB MAINT 01/2021		*	146.00	
				VGLOBALTECH			146.00 016818
1/14/21	00478	12/18/20	598865 202012 310-51300-63100 AUTO PARTS		*	138.49	
				BUNNELL AUTO SUPPLY CO. INC.			138.49 016819
				DUNE -DUNES - SROSINA			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
1/14/21	00112	12/29/20	42955-01 202101 310-53600-52000 SVCS 01/21	CULLIGAN WATER PRODUCTS	*	9.52	9.52 016820
1/14/21	01265	12/31/20	151779 202012 310-53600-44000 COPIER LEASE	DOCUMENT TECHNOLOGIES	*	96.69	177.43 016821
		12/31/20	151780 202012 310-53600-44000 COPIER LEASE		*	38.81	
		12/31/20	152130 202012 310-53600-44000 COPIER LEASE		*	41.93	
1/14/21	01520	12/20/20	3494 202012 320-53600-46000 REPAIRS	DOER PRODUCTS & SERVICES INC	*	13,386.00	13,386.00 016822
1/14/21	01512	1/13/21	01132021 202101 300-34300-30100 REFUND-CRDT BAL CLSD ACCT	EBE FAMILY BEACH HOUSE LLC	*	125.10	125.10 016823
1/14/21	00047	12/01/20	71994133 202011 310-51300-42000 DELIVERIES THRU 11/20/20	FEDEX	*	52.51	201.29 016824
		12/08/20	72063890 202012 310-51300-42000 DELIVERIES THRU 12/02/20		*	32.14	
		12/22/20	72219017 202012 310-51300-42000 DELIVERIES THRU 12/18/20		*	87.31	
		12/29/20	72294989 202012 310-51300-42000 DELIVERIS THRU 12/18/20		*	29.33	
1/14/21	01379	12/23/20	RI104731 202101 310-53600-44000 SVCS 12/22/20-03/21/21	FP MAILING SOLUTIONS	*	122.37	122.37 016825
1/14/21	00013	12/22/20	04682-12 202012 330-53600-43000 SVCS 12/20		*	45.60	
		12/22/20	49253-12 202012 330-53600-43000 SVCS 12/20		*	16.64	
		12/22/20	90108-12 202012 330-53600-43000 SVCS 12/20		*	11.98	
		12/22/20	90294-12 202012 330-53600-43000 SVCS 12/20		*	28.66	
		12/22/20	91016-12 202012 330-53600-43000 SVCS 12/20		*	26.40	
				FLORIDA POWER & LIGHT CO.			129.28 016826
				DUNE -DUNES - SROSINA			

AP300R	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										RUN	3/03/21	PAGE	7
*** CHECK DATES 01/01/2021 - 01/31/2021 ***														
DUNES CDD - WATER/SEWER														
BANK D DUNES - WATER/SEWER														
CHECK														
DATE	VEND#	.....INVOICE.....	...EXPENSED TO...					VENDOR NAME	STATUS		AMOUNT	....CHECK.....		
		DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS				AMOUNT	#	
1/14/21	01513	1/13/21	01132021	202101	300	34300	30100		*		29.38			
			REFUND-CRDT BAL CLSD ACCT											
								ERNIE & ELAINE FREILER				29.38	016827	
1/14/21	00382	1/01/21	561	202101	310	51300	34000		*		1,837.50			
			MGMT FEES 01/21											
								GOVERNMENTAL MANAGEMENT SERVICES				1,837.50	016828	
1/14/21	01514	1/13/21	01132021	202101	300	34300	30100		*		31.96			
			REFUND-CRDT BAL CLSD ACCT											
								DAVID & PENNY GRZYB				31.96	016829	
1/14/21	00722	12/23/20	037C9121	202012	320	53600	52000		*		88.45			
			SUPPLIES											
		1/04/21	037C9212	202101	320	53600	46000		*		52.35			
			SUPPLIES											
								HARRINGTON				140.80	016830	
1/14/21	00515	12/10/20	4845984	202012	320	53600	52200		*		1,035.36			
			CALCIUM CHLORIDE											
		12/10/20	4846691	202012	320	53600	52200		*		1,820.98			
			SODIUM HYDROXIDE											
								HAWKINS, INC.				2,856.34	016831	
1/14/21	01380	12/31/20	57277	202012	310	51300	42500		*		1,395.86			
			SVCS 12/20											
								INFOSEND INC				1,395.86	016832	
1/14/21	00233	1/02/21	902607	202012	310	53600	46100		*		274.55			
			SUPPLIES											
								LOWES				274.55	016833	
1/14/21	01515	1/13/21	01132021	202101	300	34300	30000		*		21.90			
			REFUND-CLSD ACCT											
								JOSEPH H. MCINTYRE, JR				21.90	016834	
1/14/21	00357	1/07/21	22101034	202101	340	53600	46000		*		2,388.75			
			SUPPLIES											
								MILLER-LEAMAN INC				2,388.75	016835	
1/14/21	01045	12/31/20	FL134362	202012	320	53600	46000		*		1,826.89			
			SUPPLIES											
								MOTION INDUSTRIES, INC				1,826.89	016836	
1/14/21	00688	12/24/20	350570	202012	320	53600	52200		*		659.85			
			HYPOCHLORITE SOLUTIONS											

DUNE -DUNES - SROSINA

*** CHECK DATES 01/01/2021 - 01/31/2021 ***
DUNES CDD - WATER/SEWER
BANK D DUNES - WATER/SEWER

DATE CHECK	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		12/24/20	350570 202012 330-53600-52200		*	329.93	
			HYPOCHLORITE SOLUTIONS				
		12/31/20	350955 202012 320-53600-52200		*	694.30	
			HYPOCHLORITE SOLUTIONS				
		12/31/20	350955 202012 330-53600-52200		*	347.15	
			HYPOCHLORITE SOLUTIONS				
		1/07/21	351354 202101 320-53600-52200		*	673.63	
			HYPOCHLORITE SOLUTIONS				
		1/07/21	351354 202101 330-53600-52200		*	336.82	
			HYPOCHLORITE SOLUTIONS				
				ODYSSEY MANUFACTURING COMPANY			3,041.68 016837
I/I472I 01398	-	1/04/21	21353982 202012 320-53600-34800		*	194.00	
			SVCS 12/20				
				PACE ANALYTICAL SERVICES, LLC			194.00 016838
1/14/21 00698	-	1/06/21	71776 202101 310-53600-46100		*	46.81	
			VEHICLE REPAIRS/MAINT				
				PALM COAST AUTO REPAIR			46.81 016839
1/14/21 01351	-	12/29/20	7159098 202012 320-53600-46000		*	10,252.78	
			SUPPLIES				
		12/31/20	7159130 202012 320-53600-46000		*	3,958.00	
			SUPPLIES				
		12/31/20	7159131 202012 320-53600-46000		*	8,728.00	
			SUPPLIES				
		12/31/20	7159133 202012 340-53600-46000		*	4,992.00	
			SUPPLIES				
				POWER & PUMPS INC			27,930.78 016840
1/14/21 01511	-	1/07/21	10107202 202101 320-53600-46000		*	654.23	
			MAINT/REPAIRS				
		1/07/21	10107202 202101 330-53600-46000		*	654.23	
			MAINT/REPAIRS				
		1/07/21	10107202 202101 340-53600-46000		*	654.24	
			MAINT/REPAIRS				
				PRO CONTROLS & AUTOMATION			1,962.70 016841
1/14/21 01516	-	1/13/21	01132021 202101 300-34300-30100		*	29.95	
			REFUND-CRDT BAL CLSD ACCT				
				JOSEPH REILLY			29.95 016842
1/14/21 01517	-	1/13/21	01132021 202101 300-34300-30100		*	38.89	
			REFUND-CRDT BAL CLSD ACCT				
				ROSS & CHRISTINE RODGERS			38.89 016843
				DUNE -DUNES - SROSINA			

AP300R	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										RUN	3/03/21	PAGE	9
*** CHECK DATES 01/01/2021 - 01/31/2021 ***														
DUNES CDD - WATER/SEWER														
BANK D DUNES - WATER/SEWER														
CHECK														
DATE	VEND#	.....INVOICE.....	...EXPENSED TO...					VENDOR NAME	STATUS		AMOUNT	.....CHECK.....		
		DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS				AMOUNT	#	
1/14/21	01518	1/13/21	01132021	202101	300	34300	30000		*		3.77			
			REFUND-CLSD ACCT											
								YEVGENY & NATALIYA ROGOVA				3.77	016844	
1/14/21	01519	1/13/21	01132021	202101	300	34300	30100		*		14.69			
			REFUND-CRDT BAL CLSD ACCT											
								CHRISTIAN SABARDINE				14.69	016845	
1/14/21	00661	12/31/20	197103	202012	310	51300	54000		*		35.72			
			ASSESSMENT BILLING 12/20											
								SUNSHINE STATE ONE CALL OF FLORIDA				35.72	016846	
1/14/21	01498	1/01/21	11365540	202101	310	53600	41000		*		375.00			
			SVCS 01/2021											
								TIME WARNER CABLE				375.00	016847	
1/14/21	01249	12/29/20	1513543	202012	310	51300	63100		*		6,824.00			
			SUPPLIES											
								VOLITION CONTROLS CORP.				6,824.00	016848	
1/21/21	00535	1/14/21	308	202101	340	53600	46050		*		175.00			
			IRRIG REPAIRS											
								ALL AMERICAN MAINTENANCE OF FLAGLER				175.00	016849	
1/21/21	00355	1/01/21	28728975	202101	310	53600	41000		*		419.90			
			SVCS 01/21											
								AT&T MOBILITY				419.90	016850	
1/21/21	00770	1/13/21	38203	202012	320	53600	46000		*		545.33			
			INSTALL TEMP POWER-SERVER											
								ECONOMY ELECTRIC COMPANY				545.33	016851	
1/21/21	00610	1/20/21	01202021	202101	310	53600	54100		*		45.00			
			TESTS FOR CEU'S											
								FWPCOA				45.00	016852	
1/21/21	00515	12/23/20	4852418	202012	320	53600	52200		*		2,760.77			
			CALCIUM CHLORIDE											
		12/31/20	4855279	202012	320	53600	52200		*		2,874.99			
			CALCIUM CHLORIDE											
								HAWKINS, INC.				5,635.76	016853	
1/21/21	01319	1/14/21	311905	202012	310	51300	31100		*		2,094.40			
			SVCS 12/20											
		1/15/21	312091	202012	310	51300	64011		*		3,182.95			
			SVCS 12/20											
								MEAD & HUNT				5,277.35	016854	

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AP300R	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										RUN	3/03/21	PAGE	10
*** CHECK DATES 01/01/2021 - 01/31/2021 ***														
DUNES CDD - WATER/SEWER														
BANK D DUNES - WATER/SEWER														
CHECK	VEND#	.....INVOICE.....		...EXPENSED TO...			VENDOR NAME		STATUS	AMOUNT	....CHECK.....		
DATE		DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS			AMOUNT	AMOUNT	#	
1/21/21	00357	1/08/21	22101040	202101	340	53600	46000		*		993.88			
SUPPLIES														
MILLER-LEAMAN INC												993.88	016855	
1/21/21	01138	12/21/20	65159627	202012	320	53600	52200		*		343.07			
CO2 BULK														
NUCO2												343.07	016856	
1/21/21	00569	1/06/21	25200	202101	330	53600	34900		*		1,800.00			
RINSE DEWATERING BOX														
ORMOND SEPTIC SYSTEMS												1,800.00	016857	
1/21/21	00497	1/07/21	2690731	202101	320	53600	46000		*		105.39			
CHV CHARITY HYD OIL														
PORT CONSOLIDATED												105.39	016858	
1/21/21	00603	1/15/21	110021	202101	310	53600	44000		*		44.00			
COPIER LEASE														
SMART TECHNOLOGIES												44.00	016859	
1/21/21	00137	12/22/20	37421	202012	310	51300	51000		*		288.91			
SUPPLIES														
		1/04/21	15949	202101	310	51300	51000		*		39.98			
SUPPLIES														
STAPLES CREDIT PLAN												328.89	016860	
1/21/21	00131	1/21/21	01212021	202101	300	15100	10000		*		200,000.00			
TXFER EXCESS FUNDS TO SB														
STATE BOARD OF ADMINISTRATION												200,000.00	016861	
1/21/21	00020	1/11/21	76600	202101	310	53600	52010		*		150.81			
SUPPLIES														
SUNSTATE METER AND SUPPLY, INC.												150.81	016862	
1/21/21	01287	1/15/21	69643922	202101	310	53600	52100		*		380.75			
FUEL														
WEX BANK												380.75	016863	
1/28/21	00333	12/20/20	501774-2	202103	310	51300	54000		*		252.00			
MEMBERSHIP RENEWAL 2021														
AMERICAN WATER WORKS ASSOCIATION												252.00	016864	
1/28/21	01195	1/16/21	9971	202102	310	51300	54000		*		93.00			
SVCS 02/21														
ANSWER ALL ANSWERING SERVICE												93.00	016865	
DUNE -DUNES - SROSINA														

DUNE -DUNES - SROSINA

AP300R	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										RUN	3/03/21	PAGE	11
*** CHECK DATES 01/01/2021 - 01/31/2021 ***														
DUNES CDD - WATER/SEWER														
BANK D DUNES - WATER/SEWER														
CHECK														
DATE	VEND#	.....INVOICE.....	...EXPENSED TO...					VENDOR NAME	STATUS		AMOUNT	....CHECK.....		
		DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS				AMOUNT	#	
1/28/21	01164	1/16/21	33514802	202102	310-53600-41000				*		633.63			
			SVCS 02/21											
								BRIGHT HOUSE NETWORKS				633.63	016866	
1/28/21	00423	1/21/21	10002	202101	330-53600-46000				*		274.98			
			SVCS 01/21											
		1/21/21	10002	202101	320-53600-46000				*		274.97			
			SVCS 01/21											
								CENTRAL FLORIDA CONTROLS, INC.				549.95	016867	
1/28/21	00542	1/15/21	122767	202012	310-51300-31100				*		675.00			
			SVCS THRU 12/20/20											
								CPH ENGINEERS, INC.				675.00	016868	
1/28/21	00047	1/05/21	72361656	202012	310-51300-42000				*		194.79			
			DELIVERIES THRU 12/28/20											
		1/12/21	72428183	202101	310-51300-42000				*		269.54			
			DELIVERIES THRU 01/07/21											
								FEDEX				464.33	016869	
1/28/21	00610	1/20/21	43682020	202102	310-51300-54000				*		150.00			
			MEMBERSHIP 02/21-02/22											
								FWPCOA				150.00	016870	
1/28/21	00515	1/07/21	4857564	202101	320-53600-52200				*		2,304.65			
			CALCIUM CHLORIDE											
		1/14/21	4862378	202101	320-53600-52200				*		1,573.93			
			CALCIUM CHLORIDE											
								HAWKINS, INC.				3,878.58	016871	
1/28/21	00298	12/31/20	2020903	202012	310-53600-52010				*		181.77			
			SUPPLIES											
		1/06/21	6063729	202101	310-53600-52000				*		91.41			
			SUPPLIES											
								HOME DEPOT CREDIT SERVICES				273.18	016872	
1/28/21	01247	1/20/21	11472146	202101	310-53600-44000				*		217.55			
			COPIER LEASE											
								LEAF				217.55	016873	
1/28/21	01138	1/07/21	65303454	202101	320-53600-52200				*		767.51			
			CO2 BULK											
		1/08/21	65310555	202101	320-53600-52200				*		180.01			
			CO2 BULK											
								NUCO2				947.52	016874	

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DATE CHECK	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT #
1/28/21	00688	1/06/21	352369 202101 320-53600-52200 SUPPLIES		*	253.33	
		1/06/21	352369 202101 330-53600-52200 SUPPLIES		*	126.67	
		1/14/21	351912 202101 320-53600-52200 HYPOCHLORITE SOLUTIONS		*	649.78	
		1/14/21	351912 202101 330-53600-52200 HYPOCHLORITE SOLUTIONS		*	324.89	
		1/21/21	352325 202101 320-53600-52200 HYPOCHLORITE SOLUTIONS		*	612.68	
		1/21/21	352325 202101 330-53600-52200 HYPOCHLORITE SOLUTIONS		*	306.34	
ODYSSEY MANUFACTURING COMPANY							2,273.69 016875
I/28/21	01171	2/01/21	0221 202102 310-51300-40000 VEHICLE ALLOWANCE 02/21		*	500.00	
GREGORY L. PEUGH							500.00 016876
1/28/21	01245	2/01/21	0221 202102 310-51300-40000 VEHICLE ALLOWANCE 02/21		*	300.00	
DAVID C. PONITZ							300.00 016877
1/28/21	01511	1/21/21	10121202 202101 320-53600-46000 SVCS 01/21		*	941.80	
		1/21/21	10121202 202101 330-53600-46000 SVCS 01/21		*	941.80	
		1/21/21	10121202 202101 340-53600-46000 SVCS 01/21		*	941.80	
PRO CONTROLS & AUTOMATION							2,825.40 016878
1/28/21	00020	1/19/21	76737 202101 320-53600-61000 SUPPLIES		*	67.57	
SUNSTATE METER AND SUPPLY, INC.							67.57 016879
1/28/21	00955	12/07/20	38557 202012 310-53600-52010 DRILL DOCTOR		*	136.38	
		12/10/20	46595 202012 330-53600-46000 ELITEXION MECHANIC ENGINE		*	110.59	
		12/10/20	95665 202012 330-53600-46000 RED HOT BLUE GLUE PVC		*	33.66	
		12/10/20	97463 202012 310-53600-52000 BATTERYMINDER		*	322.98	
		12/14/20	84399 202012 310-53600-52055 DISPOSABLE MASKS		*	87.98	
		12/21/20	37468 202012 330-53600-46000 HARPER TRUCKS 700IBS CAP		*	169.98	

DUNE -DUNES - SROSINA

CHECK DATE	VEND#	.....INVOICE.....	...EXPENSED TO...	VENDOR NAME			STATUS	AMOUNT	....CHECK..... AMOUNT #
DATE		DATE INVOICE	YRMO DPT ACCT# SUB SUBCLASS						
12/21/20	84984	202012	320-53600-46000				*	41.80	
			PT COUPLING PROGRIP						
12/22/20	53645	202012	330-53600-46000				*	433.23	
			PIC GAUGE SPEARS						
12/24/20	78478	202012	300-13100-10000				*	76.63-	
			DAZZLING DISPLAYS						
12/24/20	78478	202012	300-20700-10000				*	76.63	
			DAZZLING DISPLAYS						
12/24/20	78478	202012	320-54900-52000				*	76.63	
			DAZZLING DISPLAYS						
12/24/20	84989	202012	300-20700-10000				*	161.28	
			KITCHEN&HOME SPONGE MOP						
12/24/20	84989	202012	300-13100-10000				*	161.28-	
			KITCHEN&HOME SPONGE MOP						
12/24/20	84989	202012	320-54900-52000				*	161.28	
			KITCHEN&HOME SPONGE MOP						
12/29/20	58549	202012	300-20700-10000				*	284.95	
			ACCBANKER D450						
12/29/20	58549	202012	300-13100-10000				*	284.95-	
			ACCBANKER D450						
12/29/20	58549	202012	320-54900-52000				*	284.95	
			ACCBANKER D450						
12/30/20	49845	202012	310-51300-51000				*	2.32-	
			REFUND						
12/30/20	63384	202012	320-53600-46000				*	58.10	
			SPEARS 839 SERIES						
12/31/20	73357	202012	310-51300-51000				*	6.50-	
			REFUND						
1/01/21	78395	202101	310-51300-51000				*	3.58-	
			REFUND						
1/05/21	34896	202101	330-53600-46075				*	110.08	
			CRAMER 10071						
1/05/21	47443	202101	310-51300-51000				*	222.84	
			BUSH BUSINESS FURNITURE						
1/05/21	78658	202101	310-53600-52010				*	76.95	
			BLUEPRINT FILE						
1/07/21	57635	202101	300-20700-10000				*	319.80	
			HYGENIX DISPOSABLE MASKS						
1/07/21	57635	202101	300-13100-10000				*	319.80-	
			HYGENIX DISPOSABLE MASKS						
1/07/21	57635	202101	320-54900-52000				*	319.80	
			HYGENIX DISPOSABLE MASKS						
1/07/21	68538	202101	300-20700-10000				*	19.98	
			PROF PARTS WAREHOUSE						
1/07/21	68538	202101	300-13100-10000				*	19.98-	
			PROF PARTS WAREHOUSE						

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
		1/07/21 68538	202101 320-54900-52000		*	19.98	
		PROF PARTS WAREHOUSE					
			SYNCB/AMAZON				2,654.81 016881
1/28/21 01382	1/25/21 6654	202101 320-53600-46000			*	1,850.00	
		INSTALL CAMERAS					
			WEBWATCHDOGS				1,850.00 016882
TOTAL FOR BANK D						366,080.53	
TOTAL FOR REGISTER						366,080.53	

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*** CHECK DATES 01/01/2021 - 01/31/2021 ***
DUNES CDD - BRIDGE FUND
BANK E DUNES - BRIDGE

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
1/05/21	00255	1/04/21 7439	202101 320-54900-46000		*	50.00	
		SVCS 01/2021					
				ABOVE THE REST PEST CONTROL			50.00 007656
1/05/21	00252	12/20/20 2931	202012 320-54900-46000		*	493.00	
		SVCS & EXTRA VISIT					
				ALL SEASON HOME SOLUTION LLC			493.00 007657
1/05/21	00173	12/18/20 4873-122	202012 320-53600-46000		*	194.02	
		PURCHASES					
		12/18/20 4873-122	202012 310-51300-49100		*	532.88	
		PURCHASES					
		12/18/20 4873-122	202012 310-51300-42000		*	23.29	
		PURCHASES					
		12/18/20 4873-122	202012 310-51300-54000		*	477.50	
		PURCHASES					
		12/18/20 4873-122	202012 310-53600-54100		*	520.00	
		PURCHASES					
		12/18/20 4873-122	202012 320-54900-34300		*	281.84	
		PURCHASES					
		12/18/20 4873-122	202012 300-13100-10000		*	1,747.69	
		PURCHASES					
		12/18/20 4873-122	202012 300-20700-10000		*	1,747.69-	
		PURCHASES					
				BUSINESS CARD			2,029.53 007658
1/05/21	00022	12/28/20 122020	202012 300-13100-10000		*	123.75	
		REIMB-PURCHASES					
		12/28/20 122020	202012 320-54900-52000		*	454.96	
		REIMB-PURCHASES					
		12/28/20 122020	202012 300-20700-10000		*	123.75-	
		REIMB-PURCHASES					
		12/28/20 122020	202012 310-53600-52000		*	123.75	
		REIMB-PURCHASES					
				CASH			578.71 007659
1/05/21	00132	12/25/20 14359476	202011 320-54900-43000		*	648.14	
		SVCS 11/20					
				CITY OF PALM COAST			648.14 007660
1/05/21	00189	12/29/20 56018	202012 320-54900-52000		*	98.80	
		SUPPLIES					
				COASTAL SUPPLIES			98.80 007661
1/05/21	00014	12/28/20 02998-12	202012 320-54900-43000		*	201.62	
		SVCS 12/20					

DUNE -DUNES - SROSINA

DATE CHECK	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		12/28/20	04979-12 202012 320-54900-43000 SVCS 12/20		*	103.25	
		12/28/20	05950-12 202012 320-54900-43000 SVCS 12/20		*	457.11	
		12/30/20	06601-12 202012 320-54900-43000 SVCS 12/20		*	90.15	
		12/30/20	07438-12 202012 320-54900-46002 SVCS 12/20		*	68.91	
		12/30/20	25021-12 202012 320-54900-46002 SVCS 12/20		*	38.61	
		12/30/20	56431-12 202012 320-54900-46002 SVCS 12/20		*	33.58	
		12/30/20	84435-12 202012 320-54900-46002 SVCS 12/20		*	29.19	
				FLORIDA POWER & LIGHT CO.			1,022.42 007662
I/0572I 00278	-	1/11/20	94877 202011 320-54900-51000 ASPRIN		*	66.90	
		11/14/20	49337 202011 320-54900-52000 POWDER FREE DIS GLOVES		*	161.88	
		11/16/20	36684 202011 320-54900-52000 WOSTAR DIS GLOVES		*	96.00	
		11/17/20	563348 202011 320-54900-51000 NON-LATEX RUBBE		*	19.17	
		11/17/20	73575 202011 320-54900-51000 30 ROLLS BPA FRE ROLLXY		*	36.99	
		11/20/20	74373 202011 320-54900-52000 WOSTAR DIS GLOVES		*	293.24	
		12/04/20	95387 202012 300-20700-10000 AMERICAN FLAG		*	41.71-	
		12/04/20	95387 202012 300-13100-10100 AMERICAN FLAG		*	41.71	
		12/04/20	95387 202012 310-51300-49100 AMERICAN FLAG		*	41.71	
				SYNCB/AMAZON			715.89 007663
I/0572I 0006I	-	12/23/20	85113130 202101 320-54900-46000 SVCS 01/2021		*	321.44	
				WASTE MANAGEMENT INC. OF FLORIDA			321.44 007664
1/05/21 00346	-	12/23/20	69234897 202012 300-13100-10000 FUEL		*	251.00	
		12/23/20	69234897 202012 310-53600-52100 FUEL		*	251.00	
		12/23/20	69234897 202012 320-54900-46000 FUEL		*	25.00	

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
		12/23/20	69234897 202012 300-20700-10000		*	251.00-	
			FUEL				
				WEX BANK			276.00 007665
1/14/21	00363	1/08/21	1602 202101 320-54900-46002		*	7,260.00	
			PRESSURE WASH SIDEWALKS				
				A PLUS PRESSURE CLEANING			7,260.00 007666
1/14/21	00354	1/04/21	900 202101 320-54900-46002		*	7,997.00	
			MAINT 01/21				
				AFFORDABLE LAWN & LANDSCAPING			7,997.00 007667
1/14/21	00185	1/04/21	306 202101 320-54900-46000		*	1,100.00	
			MAINT 01/21				
				ALL AMERICAN MAINTENANCE OF FLAGLER			1,100.00 007668
1/14/21	00184	12/28/20	012021 202101 300-13100-10000		*	199.30	
			INS 01/21				
		12/28/20	012021 202101 310-53600-23000		*	199.30	
			INS 01/21				
		12/28/20	012021 202101 320-54900-23000		*	31.49	
			INS 01/21				
		12/28/20	012021 202101 300-20700-10000		*	199.30-	
			INS 01/21				
				AMERICAN HERITAGE LIFE INS COMPANY			230.79 007669
1/14/21	00336	1/04/21	34097001 202101 320-54900-41000		*	371.86	
			SVCS 01/2021				
				BRIGHT HOUSE NETWORKS			371.86 007670
1/14/21	00364	11/30/20	198468 202011 320-54900-46000		*	102.84	
			SVCS 11/20				
				CITY ELECTRIC SUPPLY CO			102.84 007671
1/14/21	00101	12/29/20	220392-0 202101 320-54900-52000		*	57.00	
			SVCS 01/21				
				CULLIGAN WATER PRODUCTS			57.00 007672
1/14/21	00366	1/01/21	0434635- 202101 300-13100-10000		*	927.05	
			INS 01/21				
		1/01/21	0434635- 202101 300-13100-10100		*	144.99	
			INS 01/21				
		1/01/21	0434635- 202101 320-54900-23000		*	387.30	
			INS 01/21				
		1/01/21	0434635- 202101 320-53800-23000		*	144.99	
			INS 01/21				

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DATE CHECK	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
		1/01/21	0434635- 202101 300-20700-10000 INS 01/21		*	144.99-	
		1/01/21	0434635- 202101 300-15500-10000 INS 01/21		*	927.05	
		1/01/21	0434635- 202101 310-53600-23000 INS 01/21		*	927.05-	
				FIRST UNUM LIFE INSURANCE COMPANY			1,459.34 007673
I/I472I 00357	-	-	-	-	-	-	-
		1/01/21	012021 202101 300-13100-10000 INS 01/21		*	7,729.32	
		1/01/21	012021 202101 300-13100-10100 INS 01/21		*	1,549.31	
		1/01/21	012021 202101 320-54900-23000 INS 01/21		*	4,367.63	
		1/01/21	012021 202101 320-53800-23000 INS 01/21		*	1,549.31	
		1/01/21	012021 202101 300-20700-10000 INS 01/21		*	1,549.31-	
		1/01/21	012021 202101 300-15500-10000 INS 01/21		*	7,729.32	
		1/01/21	012021 202101 310-53600-23000 INS 01/21		*	7,729.32-	
		1/01/21	012021 202101 300-13100-10000 INS 01/21		V	7,729.32-	
		1/01/21	012021 202101 300-13100-10100 INS 01/21		V	1,549.31-	
		1/01/21	012021 202101 320-54900-23000 INS 01/21		V	4,367.63-	
		1/01/21	012021 202101 320-53800-23000 INS 01/21		V	1,549.31-	
		1/01/21	012021 202101 300-20700-10000 INS 01/21		V	1,549.31	
		1/01/21	012021 202101 300-15500-10000 INS 01/21		V	7,729.32-	
		1/01/21	012021 202101 310-53600-23000 INS 01/21		V	7,729.32	
				FLORIDA BLUE			.00 007674
I/I472I 00145	-	-	-	-	-	-	-
		1/01/21	562 202101 310-51300-34000 MGMT FEES 01/2021		*	1,429.17	
				GOVERNMENTAL MANAGEMENT SERVICES			1,429.17 007675
1/14/21 00317	-	-	-	-	-	-	-
		1/06/21	22990 202101 320-54900-42500 LOYALTY CARDS		*	758.00	
		1/06/21	22991 202101 320-54900-42500 CARDS		*	758.00	
				G2 I.D. SOURCE, INC.			1,516.00 007676
				DUNE -DUNES - SROSINA			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
1/14/21	00290	1/11/21 205234	202101 320-54900-46002	REMOVE PINE TREES	*	2,300.00	
				JASON SHAW TREE SERVICE			2,300.00 007677
1/14/21	00180	2/01/21 COM62533	202102 300-13100-10000	WC INS 02/21	*	1,186.86	
		2/01/21 COM62533	202102 300-13100-10100	WC INS 02/21	*	222.68	
		2/01/21 COM62533	202102 320-54900-24000	WC INS 02/21	*	817.21	
		2/01/21 COM62533	202102 320-53800-24000	WC INS 02/21	*	222.68	
		2/01/21 COM62533	202102 300-20700-10000	WC INS 02/21	*	222.68-	
		2/01/21 COM62533	202102 310-53600-24000	WC INS 02/21	*	1,186.86	
		2/01/21 COM62533	202102 300-20700-10000	WC INS 02/21	*	1,186.86-	
				PREFERRED GOVERNMENTAL INSURANCE			2,226.75 007678
1/14/21	00263	12/31/20 1220	202012 320-54900-64006	TOLL FACILITY IMPROVEMENT	*	47,637.72	
				S.E. CLINE CONSTRUCTION, INC.			47,637.72 007679
1/14/21	00365	1/12/21 RTS22482	202101 320-54900-46002	REFLECTIVE ALUMINUM SIGN	*	132.77	
				SMARTSIGN			132.77 007680
1/14/21	00318	1/10/21 USA01418	202101 320-54900-46002	MECHANICAL SWEEPING-PKWY	*	300.00	
		1/10/21 USA01418	202101 320-54900-46000	MECHANICAL SWEEPING-BRIDG	*	675.00	
				USA SERVICES OF FLORIDA, INC.			975.00 007681
1/21/21	00366	2/01/21 04346350	202102 300-13100-10000	INS 02/21	*	927.05	
		2/01/21 04346350	202102 300-13100-10100	INS 02/21	*	144.99	
		2/01/21 04346350	202102 320-54900-23000	INS 02/21	*	387.30	
		2/01/21 04346350	202102 320-53800-23000	INS 02/21	*	144.99	
		2/01/21 04346350	202102 300-20700-10000	INS 02/21	*	144.99-	
		2/01/21 04346350	202102 300-15500-10000	INS 02/21	*	927.05	
				DUNE -DUNES - SROSINA			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		2/01/21	04346350 202102 310-53600-23000		*	927.05-	
		INS 02/21		FIRST UNUM LIFE INSURANCE COMPANY			1,459.34 007682
I/21/21	00367	1/01/21	96794573 202101 300-13100-10000		*	7,729.32	
		INS 01/21					
		1/01/21	96794573 202101 300-13100-10100		*	1,549.31	
		INS 01/21					
		1/01/21	96794573 202101 320-54900-23000		*	4,367.63	
		INS 01/21					
		1/01/21	96794573 202101 320-53800-23000		*	1,549.31	
		INS 01/21					
		1/01/21	96794573 202101 300-20700-10000		*	1,549.31-	
		INS 01/21					
		1/01/21	96794573 202101 300-15500-10000		*	7,729.32	
		INS 01/21					
		1/01/21	96794573 202101 310-53600-23000		*	7,729.32-	
		INS 01/21					
		1/13/21	96794573 202102 300-13100-10000		*	7,729.32	
		INS 02/21					
		1/13/21	96794573 202102 300-13100-10100		*	1,549.31	
		INS 02/21					
		1/13/21	96794573 202102 320-54900-23000		*	4,367.63	
		INS 02/21					
		1/13/21	96794573 202102 320-53800-23000		*	1,549.31	
		INS 02/21					
		1/13/21	96794573 202102 300-20700-10000		*	1,549.31-	
		INS 02/21					
		1/13/21	96794573 202102 300-15500-10000		*	7,729.32	
		INS 02/21					
		1/13/21	96794573 202102 310-53600-23000		*	7,729.32-	
		INS 02/21		HUMANA HEALTH PLAN INC			27,292.52 007683
I/21/21	00340	1/08/21	22587 202012 300-13100-10000		*	1,651.10	
		IT MONITORING 12/20					
		1/08/21	22587 202012 300-13100-10100		*	40.00	
		IT MONITORING 12/20					
		1/08/21	22587 202012 310-51300-49100		*	40.00	
		IT MONITORING 12/20					
		1/08/21	22587 202012 310-53600-41000		*	1,651.10	
		IT MONITORING 12/20					
		1/08/21	22587 202012 320-54900-34300		*	1,967.59	
		IT MONITORING 12/20					
		1/08/21	22587 202012 300-20700-10000		*	40.00-	
		IT MONITORING 12/20					
				DUNE -DUNES - SROSINA			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		1/08/21 22587	202012 300-20700-10000		*	1,651.10-	
		IT MONITORING 12/20					
				MPOWER DATA SOLUTIONS			3,658.69 007684
1/28/21 00185	1/19/21 309	202101 320-54900-64000			*	1,125.00	
		ANNUAL WINTER MIX					
				ALL AMERICAN MAINTENANCE OF FLAGLER			1,125.00 007685
I/28/21 00173	1/18/21 4873-012	202101 310-51300-49100			*	967.48	
		PURCHASES					
	1/18/21 4873-012	202101 310-51300-42000			*	31.87	
		PURCHASES					
	1/18/21 4873-012	202101 310-51300-54000			*	226.56	
		PURCHASES					
	1/18/21 4873-012	202101 320-54900-46002			*	890.49	
		PURCHASES					
	1/18/21 4873-012	202101 320-54900-34300			*	271.22	
		PURCHASES					
	1/18/21 4873-012	202101 300-13100-10000			*	1,666.53	
		PURCHASES					
	1/18/21 4873-012	202101 300-13100-10100			*	1,862.99	
		PURCHASES					
	1/18/21 4873-012	202101 310-51300-49000			*	80.97	
		PURCHASES					
	1/18/21 4873-012	202101 310-51300-49100			*	212.99	
		PURCHASES					
	1/18/21 4873-012	202101 320-53800-46000			*	1,650.00	
		PURCHASES					
	1/18/21 4873-012	202101 320-53600-46000			*	440.62	
		PURCHASES					
	1/18/21 4873-012	202101 300-20700-10000			*	1,862.99-	
		PURCHASES					
	1/18/21 4873-012	202101 300-20700-10000			*	1,666.53-	
		PURCHASES					
				BUSINESS CARD			4,772.20 007686
I/28/21 00338	1/25/21 9893	202012 310-51300-31500			*	861.62	
		SVCS THRU 12/15/20					
	1/25/21 9893	202012 310-51300-31500			*	861.62	
		SVCS THRU 12/15/20					
	1/25/21 9893	202012 310-51300-31500			*	861.61	
		SVCS THRU 12/15/20					
	1/25/21 9893	202012 300-13100-10000			*	861.62	
		SVCS THRU 12/15/20					
	1/25/21 9893	202012 300-13100-10100			*	861.62	
		SVCS THRU 12/15/20					

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CHECK DATE	VEND#INVOICE.....	EXPENSED TO...	VENDOR NAME			STATUS	AMOUNTCHECK.....
		DATE INVOICE	YRMO DPT ACCT# SUB SUBCLASS						AMOUNT #
		1/25/21 9893	202012 300-20700-10000				*	861.62-	
		SVCS THRU 12/15/20							
		1/25/21 9893	202012 300-20700-10000				*	861.62-	
		SVCS THRU 12/15/20							
CHIUMENTO DWYER HERTEL GRANT								2,584.85	007687
1/28/21	00356	1/15/21 3128947	202101 300-20700-10000				*	20.00-	
		COBRASECURE 01/21							
		1/15/21 3128947	202101 300-13100-10000				*	20.00	
		COBRASECURE 01/21							
		1/15/21 3128947	202101 300-13100-10100				*	20.00	
		COBRASECURE 01/21							
		1/15/21 3128947	202101 300-20700-10000				*	20.00-	
		COBRASECURE 01/21							
		1/15/21 3128947	202101 320-53800-23000				*	20.00	
		COBRASECURE 01/21							
		1/15/21 3128947	202101 310-53600-23000				*	20.00	
		COBRASECURE 01/21							
		1/15/21 3128947	202101 320-54900-23000				*	20.00	
		COBRASECURE 01/21							
EMPLOYEE BENEFITS CORPORATION								60.00	007688
1/28/21	00318	1/23/20 USA01447	202101 320-54900-46000				*	675.00	
		MECHANICAL SWEEPING-BRDGE							
		1/23/21 USA01447	202101 320-54900-46002				*	300.00	
		MECHANICAL SWEEPING-PKWAY							
USA SERVICES OF FLORIDA, INC.								975.00	007689
1/28/21	00346	1/23/21 69769587	202101 300-13100-10000				*	186.24	
		FUEL							
		1/23/21 69769587	202101 310-53600-52100				*	186.24	
		FUEL							
		1/23/21 69769587	202101 320-54900-46000				*	94.80	
		FUEL							
		1/23/21 69769587	202101 300-20700-10000				*	186.24-	
		FUEL							
WEX BANK								281.04	007690
TOTAL FOR BANK E								123,238.81	
TOTAL FOR REGISTER								123,238.81	