

Dunes
Community Development District

October 8, 2021

Dunes Community Development District Agenda

Friday
October 8, 2021
9:30 a.m.

Dunes CDD Administrative Office
101 Jungle Hut Road
Palm Coast, Florida
<https://us02web.zoom.us/j/87064383975>
Call In # (929) 205-6099
Meeting ID # 870 6438 3975

- I. Roll Call & Agenda
- II. Minutes
 - A. Approval of the Minutes of the September 10, 2021 Meeting
- III. Audience Comments
- IV. Public Hearing for the Purpose of Adopting Chapter 4 Stormwater Rules
 - B. Resolution 2022-01, Adopting Stormwater Utility Fees
- V. Reports and Discussion Items
 - C. Discussion on Chapters 1, 2 and 3 Rules
 - D. Acceptance of 2021 Public Facilities Report
 - MalaCompra Drainage Discussion
 - Discussion on Capacity Fee Issues for Commercial Accounts
 - Discussion on Stormwater Utility / Reclaimed Flow
 - Oasis / Beach Walk / Lennar Homes Development Update
 - Investment Update
- VI. Staff Reports
 - Attorney
 - E. Engineer – Report

- Manager
 - Bridge Report for September (will be provided under separate cover)

F. Additional Budget Items Report

VII. Supervisors' Requests and Audience Comments

VIII. Financial Reports

G. Balance Sheet & Income Statement

H. Community Projects Schedule

I. Assessment Receipts Schedule

J. Approval of Check Register

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

X. 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, September 10, 2021, at 9:30 a.m. at the Dunes Administrative Office, 101 Jungle Hut Road, Palm Coast, Florida.

Present and constituting a quorum were:

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

Also present were:

Greg Peugh	District Manager
Ernesto Torres	District Representative
Michael Chiumento	District Counsel
Dave Ponitz	District Engineer (via Zoom)
Sandy Ausbrooks	Bridge Manager (via Zoom)

The following is a summary of the discussions and actions taken at the September 10, 2021 meeting. An audio copy of the proceedings can be obtained by contacting the District Representative.

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Minutes

A. Approval of the Minutes of the August 13, 2021 Meeting

There were no comments on the minutes.

On MOTION by Mr. Vohs seconded by Mr. DeMatteis with all in favor the minutes of the August 13, 2021 meeting were approved as presented.

THIRD ORDER OF BUSINESS

Audience Comments

There were no members of the public present.

FOURTH ORDER OF BUSINESS**Reports and Discussion Items****MalaCompra Drainage Discussion**

Mr. Peugh informed the Board the County has received the permits for gopher tortoise relocation. County cleanup of the MalaCompra drainage ditch is scheduled to begin after silt fence installation. Mr. Crahan asked if the County understood that the request for the cleanup was made because the area presents a safety issue. Mr. Peugh responded that they are aware of the concern.

Discussion on Capacity Fee Issues for Commercial Accounts

Mr. Peugh informed the Board the Hammock Beach Resort is still operating within their allowable water consumption capacity.

Discussion on Stormwater Utility / Reclaimed Flow

Mr. Peugh discussed the stormwater utility under item B.

Regarding reclaimed flow, Mr. Peugh informed the Board the District's contractor put meters on Palm Coast's pump to test the flow and pressure, which resulted in similar results as what the DCDD's meter was reading. District staff will pick a pump and head and ask that Palm Coast install them in an attempt to increase flow.

Oasis / Beach Walk / Lennar Homes Development Update

Mr. Peugh informed the Board that District staff has provided comments to Oasis following review of their development plans. Beach Walk is continuing with site work. Mr. Peugh sent a letter to the County Administrator requesting signs not be allowed on the Parkway, to which there has been no response yet. Lennar has asked the District to accept stormwater for the development.

Investment Update

Mr. Peugh informed the Board he spoke to a representative at Edward Jones who is researching the options the District has for investing funds at a higher return rate.

B. Discussion on Chapter IV Stormwater Rules

Mr. Peugh informed the Board that notices have been published to adopt the Chapter IV - Stormwater Utility rules at the October board meeting and gave an overview of changes that have been made to the rules since the last meeting. A line was added stating that nothing in the rules shall prohibit the District from charging fees to areas outside the boundaries of the District to clarify that new developments can be charged fees by the District if they request to tie into the District's stormwater system. Another line was added to state that the District assumes no responsibility above Elevation 4.0 in the lake system to clarify that the District does not own or maintain the lake banks. Mr. Crahan noted that this does not apply in Ocean Hammock, as the District owns the lake banks, however they still do not maintain them. Mr. Peugh and Mr. Chiumento will reword that portion of the rules. Lastly, the rate schedule will be added to the rules.

Mr. Swinburn asked how the workshop to discuss the stormwater utility fund went. Mr. Peugh responded there were less than 10 residents in attendance. CDM gave a presentation on what the purpose of the stormwater utility fund is and how the charges will be calculated. Most questions were regarding how the fee was calculated for residential and non-residential properties. Overall, the presentation was well received by the they attendees.

C. Discussion on FY26 Bridge Fund Budget

Mr. Peugh presented an estimate of the Fiscal Year 2026 bridge fund budget for discussion purposes to get a feel for what the expenditure increases will look like and what level of revenues will be necessary. The Board requested Staff explore Toll by Plate/Sunpass type options and present those options in Early spring of 2023.

D. Consideration of Designating a Regular Meeting Schedule for FY22

Mr. Peugh presented a proposed meeting schedule for Fiscal Year 2022. The November meeting date was listed as November 19th, however the Board moved it up to November 12th.

On MOTION by Mr. DeMatteis seconded by Mr. Vohs with all in favor the Fiscal Year 2022 meeting schedule was approved as revised.

FIFTH ORDER OF BUSINESS**Staff Reports**

Attorney

Mr. Chiumento informed the Board there has been no response yet from ITT in the attempt to receive a deed to the potential four-way stop property.

E. Engineer - Report

A copy of Mr. Ponitz's report was included in the agenda package for the Board's review.

Manager**F. Bridge Report for August**

Mr. Peugh informed the Board that vehicle trips were up 7.5% and revenue was up about 12% from last year. There are 20,000 bridge pass accounts, 8,660 online users, 4,400 credit card users at the toll booth and 42,190 loyalty cards have been sold.

G. Additional Budget Items Report

Mr. Peugh informed the Board the engineering consultant for the bridge repairs have requested an additional \$29,959.50 due to the extension of the timeline for completion of the repairs. Mr. DeGiovanni noted even with this additional cost, the repairs will remain within the budget originally discussed of \$950,000.

On MOTION by Mr. Vohs seconded by Mr. DeMatteis with all in favor KCA's proposal for additional engineering services related to the bridge repair in the amount of \$29,959.50 was approved.

Mr. Peugh informed the Board CPH, the engineer for CEI services for the toll facility have requested an additional \$37,700 for the 282-day extension of the completion timeline.

On MOTION by Mr. Vohs seconded by Mr. Swinburn with all in favor CPH's proposal for additional engineering services related to the expansion of the toll facilities in the amount of \$37,700 was approved.

The following item was taken out of order.

SEVENTH ORDER OF BUSINESS**Financial Reports****H. Balance Sheet & Income Statement****I. Assessment Receipts Schedule****J. Community Projects Schedule****K. Approval of Check Register**

Mr. Peugh noted the community projects fund schedule shows a \$65,000 balance; however, he believes the account should be close to being emptied out once the financials are updated again. The account will be closed upon receipt of the financial update.

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

SIXTH ORDER OF BUSINESS**Supervisors' Requests and Audience Comments**

There were no requests or comments from members of the public. Mr. DeMatteis requested Lake 18 be treated for shoreline grass.

Mr. Peugh informed the Board that a member of the Hammock Dunes Shoreline Committee asked that the District apply for a grant to assist in restoration of the dunes. The deadline for submitting applications has passed for this year so the consideration will have to wait until next year if the same request is made.

EIGHTH ORDER OF BUSINESS

**Next Meeting Scheduled for October 8, 2021
at 9:30 a.m. at the Dunes CDD Administrative
Office, 101 Jungle Hut Road, Palm Coast,
Florida**

NINTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Vohs seconded by Mr. Swinburn with all in favor the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

B.

**RULES OF THE
DUNES COMMUNITY DEVELOPMENT DISTRICT**

**CHAPTER IV
STORMWATER UTILITY SERVICE**

4.01 PURPOSE. The purpose of these Rules is to establish a dedicated revenue for stormwater management services within the Dunes Community Development District (“District”); providing definitions; providing for and establishing rates, fees and charges for utility service; providing for adjustments; and providing an effective date. The revenue collected will support the District’s management and operation of the stormwater drainage system, including the system of storm and surface water management facilities, inlets, conduits, pipes, manholes, channels, ditches, drainage easements, retention and detention basins, infiltration facilities, and natural waterways. For the purpose of this chapter, Yacht Harbor will not receive charges as the District does not perform stormwater services within this community. Additionally, only administrative fees will be charged for Island Estates as the District’s responsibility for stormwater services within Island Estates is limited and not typical of the rest of the District. Nothing in these Rules shall prohibit the District from charging fees to areas outside the boundaries of the District that drain to the District’s Stormwater Management System.

4.02 NECESSITY. To establish uniform regulations pertaining to service charges related to the stormwater management system owned and operated by the District. Without proper long-term funding of the stormwater management system, the District will experience increased risk of system failure in the future which can impact public health and safety and increase long-range repair/replacement costs.

**RULES OF THE
DUNES COMMUNITY DEVELOPMENT DISTRICT**

PART I

**GENERAL PROVISIONS AND DEFINITIONS APPLICABLE TO THE
DUNES COMMUNITY DEVELOPMENT DISTRICT**

STORMWATER UTILITY SYSTEM

SECTION 1.	GENERAL
SECTION 2.	FINDINGS
SECTION 3.	ABBREVIATIONS AND DEFINITIONS
SECTION 4.	DUTIES AND POWERS OF THE DISTRICT MANAGER
SECTION 5.	STORMWATER MANAGEMENT UTILITY ENTERPRISE FUND ACCOUNT
SECTION 6.	STORMWATER MANAGEMENT UTILITY FEES
SECTION 7.	BILLING AND ENFORCEMENT
SCHEDULE "D"	RATE SCHEDULE

**RULES OF THE
DUNES COMMUNITY DEVELOPMENT DISTRICT**

SECTION 1. GENERAL: The District does hereby establish uniform policies and comprehensive rates, fees, charges, and service schedules for its stormwater utility system affecting all consumers thereof.

SECTION 2. FINDINGS: The Board of Supervisors finds as follows:

- A. That the District maintains a system of storm and surface water management facilities, inlets, conduits, pipes, manholes, channels, ditches, drainage easements, retention and detention basins, infiltration facilities, and natural waterways; and
- B. That those elements of the District storm and surface water management system that provide for the collection, storage, treatment, and conveyance of stormwater benefit and provide services to all developed property within the District; and
- C. That the cost of operating and maintaining the stormwater management system and the financing of existing and future repairs, replacements, improvements, and extensions thereof should, to the extent practicable, be allocated in relationship to the contribution to the need for services; and
- D. That the stormwater management system requires scheduled maintenance, rehabilitation and replacement; and
- E. That real property either uses or benefits from the presence and operation of a stormwater management system; and
- F. That the use of the stormwater management system is dependent on land use, impervious area and other factors that influence runoff; and
- G. That Florida local governments have authority to establish a stormwater management utility (SMU) pursuant to the home rule powers provided in the Florida Constitution and Florida Statutes.

**RULES OF THE
DUNES COMMUNITY DEVELOPMENT DISTRICT**

SECTION 3. ABBREVIATIONS AND DEFINITIONS: The following terms and phrases, when used herein, shall have the meaning ascribed to them in this Section, except where the context clearly indicates a different meaning. Words used in the present terms shall include the future, and the singular number includes the plural, and the plural the singular.

3.1 CONSTRUCTION ACTIVITY: Construction activity means any on-site activity which will result in the creation of a new stormwater discharge, including the building, assembling, expansion, modification or alteration of the existing contours of the site, the erection of buildings or other structures, or any part thereof, or land clearing.

3.2 DEVELOPED REAL PROPERTY: Developed real property means the condition of property altered from its natural state by the addition to or construction on such property of impervious ground cover or other manmade physical improvements such that the hydrology of the property or portion thereof is affected.

3.3 DWELLING UNIT: Dwelling unit means a structure or the part of a structure that is used as a home, residence, or sleeping place, including but not limited to, a single-family homes, town homes, and condominiums.

3.4 EQUIVALENT RESIDENTIAL UNIT (ERU): ERU means the statistical median impervious area of residential developed property per dwelling unit within the District. The numerical value of one (1) ERU shall be three thousand three hundred twenty (3,320) impervious square feet.

3.5 F.A.C.: Stands for the Florida Administrative Code.

3.6 F.S.: Stands for Florida Statutes.

3.7 IMPERVIOUS AREA: Impervious area means any part of any parcel of land that

**RULES OF THE
DUNES COMMUNITY DEVELOPMENT DISTRICT**

has been modified by the action of persons to reduce the land's natural ability to absorb and hold rainfall including areas that have been cleared, graded, paved, graveled or compacted, or covered with structures and excluding all lawns, landscape areas, water and other areas designated by the District Manager or his designee.

3.8 NONRESIDENTIAL PROPERTY: Nonresidential property means all property zoned or used for commercial, industrial, retail, governmental or other nonresidential purposes and all developed real property in the District not classified as residential property as defined in this chapter.

3.9 PERSON: Person means any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or as the owner's agent.

3.10 PREMISES: Premises means any building, lot, parcel of land or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

3.11 RESIDENTIAL PROPERTY: Residential property means all single-family detached residential dwelling structures, single-family attached dwelling structures and condominium units.

3.12 STORMWATER: Stormwater means any surface flow, runoff and drainage consisting entirely of water from any form of natural precipitation and resulting from such precipitation.

3.13 STORMWATER MANAGEMENT SYSTEM: Stormwater management system means all natural and manmade elements used to convey stormwater from the first point of impact with the surface of the earth to a suitable outlet either inside or outside the District. The stormwater management system includes all pipes, channels, streams,

**RULES OF THE
DUNES COMMUNITY DEVELOPMENT DISTRICT**

ditches, wetlands, sinkholes, detention and retention basins, ponds, and other stormwater conveyance and treatment facilities, whether public or private. The District assumes no responsibility above Elevation 4.0 in the lake system for any activities whatsoever. The District does not have any obligation for the maintenance of lake banks above this elevation. Maintenance of those lands located above elevation 4.0 are the sole responsibility of the landowner.

3.14 STORMWATER MANAGEMENT UTILITY FEE: Stormwater management utility fee means the dollar value periodically determined and assigned to each ERU as a charge for stormwater services and expressed as a dollar value per ERU per month.

SECTION 4. DUTIES AND POWERS OF THE DISTRICT MANAGER OR DESIGNEE: The District Manager or Designee has the following authority:

- A. To prepare plans and designs for improvements to the District stormwater management system.
- B. To construct improvements to the District stormwater management system.
- C. To promulgate regulations for the use of the District stormwater management system and provisions to enforce such regulations.
- D. To perform routine maintenance and minor improvements to the District stormwater management system.
- E. To evaluate the quality of water being discharged to the District stormwater management system.
- F. To fund staff and special consultants; contract for services; purchase or lease property or rights to property; construct facilities, and perform utility functions related to the construction, operation and maintenance of the District stormwater

**RULES OF THE
DUNES COMMUNITY DEVELOPMENT DISTRICT**

management system.

SECTION 5. STORMWATER MANAGEMENT UTILITY ENTERPRISE FUND

ACCOUNT: A stormwater management utility enterprise fund account shall be managed and tracked in the District general ledger into which all revenues from stormwater management utility fees, connection charges, grants and other funding sources are deposited and from which all expenses for the stormwater management utility are paid.

SECTION 6. STORMWATER MANAGEMENT UTILITY FEES:

- A. Determination of Equivalent Residential Unit (ERU): For the purposes of this chapter, an equivalent residential unit (ERU) shall be equivalent to 3,320 square feet of impervious area per dwelling unit.
1. The fee for residential developed property (which includes both single-family and condominium properties) is the rate for one (1) ERU multiplied by the number of dwelling units existing on the Premises, (i.e., $\text{Fee} = \text{ERU} \times \text{number of dwelling units}$).
 2. The fee for nonresidential property is the rate for one (1) ERU multiplied by the numerical factor. The numerical factor is obtained by dividing the total impervious area in square feet of the nonresidential property by the square footage for one (1) ERU, as set forth in Section 42. The resulting calculation is $\text{Fee} = \text{ERU rate} \times (\text{parcel impervious area expressed in square feet divided by the square footage for one (1) ERU})$.
- B. Monthly Rates: The stormwater management utility fee to be applied to residential and nonresidential properties shall be established via resolution and listed in Rate Schedule D. Rates may vary by service district or neighborhood

**RULES OF THE
DUNES COMMUNITY DEVELOPMENT DISTRICT**

depending on services provided by the District.

Deleted: received

C. Exemptions and Credits:

1. Except as provided in this section or as exempted by applicable law, no public or private property located in the District shall be exempt from stormwater management utility fees nor shall any public or private property be exempt to receive a credit or offset against such stormwater management utility fees. No exemption, credit, offset or other reduction in stormwater management utility fees shall be granted based on the tax status, economic status, race, religion, age or sex of the owner of the property being served or based on any other condition unrelated to the provision of stormwater management systems and facilities.
2. Roadways shall be exempt from stormwater management utility fees. Private driveways are not considered roadways and are not exempt.
3. Credits. A feepayer may obtain credit against a portion of the monthly stormwater management utility fee by the construction and maintenance of permitted onsite stormwater retention facilities serving the property for which credit is sought or by demonstrating that the properties are not contributing stormwater runoff to or benefitting from the District stormwater management system. Available credits are described in the District's Policies and Procedures Manual
4. Appeals. The District Manager shall be guided by a Policies and Procedures Manual for the purpose of reviewing applications for credits, adjusting fees and hearing and resolving appeals related to this chapter.

Deleted: develop

**RULES OF THE
DUNES COMMUNITY DEVELOPMENT DISTRICT**

SECTION 7. BILLING AND ENFORCEMENT:

- A. Stormwater management service charges will be billed on the regular monthly utility bill received by customers of the District.
- B. Billing to a property will be initiated in the month following issuance of the Certificate of Occupancy on the property.
- C. Stormwater management service charges are billed and collected by the District as a designated and separate item from other utility charges. However, in the event that stormwater management service charges are not paid, the District Manager or Designee may provide for the discontinuance of water, wastewater or reclaimed water utility service to stormwater users who fail or refuse to pay stormwater user fees, including the right not to accept payment of the water utility bill from any user without receiving at the same time payment of any stormwater fees owed by such user and not to re-establish utility services until such time as all past due stormwater fees owed by such user have been paid.
- D. Property owners are ultimately responsible and liable for payments for developed real property and will be billed individually for stormwater management service charges if no other District utility services are provided to the premises. Nothing in this section shall be interpreted as prohibiting property owners from passing these costs to tenants.

Specific Authority: Chapter 190.035(1); 120.54, Florida Statutes

Law Implemented: Chapter 190.031, 190.035(1), 190.036, 190.037, 190.041, 190.012(1)

Florida Statutes

History:

SCHEDULE D

STORMWATER UTILITY FEES

Effective January 1, 2022

1. STORMWATER SERVICE

a. All¹ Residential Dwelling Units Including Master Metered
Accounts

Minimum Monthly Administrative Charge Per Dwelling Unit	\$	5.00
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Stormwater Service Charge ² Per Dwelling Unit	\$	10.00
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b. Non-Residential Accounts

Fixed Monthly Charge Per Equivalent Residential Unit ³	\$	15.00
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Footnotes:

- [1] Residents of Yacht Harbor receive no stormwater services from the District and will therefore not be charged any fees
- [2] Residents of Island Estates receive basic stormwater services from the District and will therefore only be charged the base monthly administrative charge to representing the community-wide benefits received by all residents of the District
- [3] By ordinance, the Equivalent Residential Unit is defined as 3,320 square feet of impervious area on a property

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RESOLUTION 2022-01

A RESOLUTION ADOPTING STORMWATER UTILITY FEES

WHEREAS, the Dunes Community Development District (District) is a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the District owns and operates the Stormwater System; and

WHEREAS, pursuant to Section 190.035, Florida Statutes, The District is authorized to prescribe, fix, establish and collect rates, fees, rentals or other charges, for the facilities and services furnished by the District; and

WHEREAS, the Board of Supervisors finds and determines that it is possible to charge a fee to provide adequate funds for operating costs, maintenance reserves, maintenance expenses and capital projects; and

WHEREAS, the Board finds that the rate structure contained in the attached rule (Schedule D) is just and equitable, and said rate schedule is uniform for users of the same class, as required by Section 190.035 Florida Statutes; and

WHEREAS, the Board has held a public hearing on the 8th day of October 2021, in which members of the general public were accorded the opportunity to be heard on the proposed rate structure:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE DUNES COMMUNITY DEVELOPMENT DISTRICT;

1. The Stormwater Utility Fee is hereby adopted as shown on Exhibit 1, attached, which reflects a Stormwater Utility Fee structure for various stormwater services
2. Fees for use of the District's Stormwater Utility are imposed in accordance with the rule attached hereto for the purpose of providing revenues for the operation, maintenance and capital projects, and are hereby ratified, approved and confirmed. These fees shall become effective on January 1, 2022 and

remain in effect until changed by a subsequent rule adopted by the District.

Adopted this 8th day of October, 2021.

George DeGiovanni
Chairman

Gregory L. Peugh
Secretary

EXHIBIT 1

STORMWATER UTILITY FEES

Effective January 1, 2022

1. STORMWATER SERVICE

- a. All¹ Residential Dwelling Units Including Master Metered Accounts

Minimum Monthly Administrative Charge Per Dwelling Unit	\$	5.00
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Stormwater Service Charge ² Per Dwelling Unit	\$	10.00
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- b. Non-Residential Accounts

Fixed Monthly Charge Per Equivalent Residential Unit ³	\$	15.00
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Footnotes:

- [1] Residents of Yacht Harbor receive no stormwater services from the District and will therefore not be charged any fees
- [2] Residents of Island Estates receive basic stormwater services from the District and will therefore only be charged the base monthly administrative charge to representing the community-wide benefits received by all residents of the District
- [3] By ordinance, the Equivalent Residential Unit is defined as 3,320 square feet of impervious area on a property

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C.

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.

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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.

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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.

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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

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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

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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.

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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.”

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- (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. Furthermore, the Board has adopted certain criteria and limits via Resolution for Emergency Spending by the District Manager that the District Manager shall comply with. These criteria and limits may be amended from time to time by Board Resolution.

- (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.

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- (n) “Purchase” means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.
- (o) “Request for Proposals” or “RFP” is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.
- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
 - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;

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

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

Law Implemented: §§ 190.033, 255.20, 287.017, 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

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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:

- (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.

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.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase

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

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

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

Law Implemented: § 112.08, Fla. Stat.

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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 I 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.

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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 _____, 2021, 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.

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**CHAPTER II
TOLL BRIDGE AND TRANSPORTATION SYSTEM REGULATIONS: ESTABLISHING
PROCEDURES, RATES AND CHARGES FOR TOLLING OPERATIONS AND
TRANSPORTATION SYSTEM MAINTENANCE**

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RATE SCHEDULE ADOPTED - FORM A

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2.1 **PURPOSE.** The purpose of these Rules is to establish comprehensive regulations pertaining to the toll bridge and roadways owned and operated by the Dunes Community Development District (“District”); providing for and establishing rates and charges for the toll facility; providing definitions, including limitations and prohibited uses or practices; providing procedures for hearing disputes involving charges and discontinuation of service; providing for adjustments; providing an effective date.

2.2 **NECESSITY.** To establish uniform and comprehensive regulations pertaining to the toll bridge and roadways owned and operated by the District.

2.3 **DEFINITIONS.** The following terms and phrases, when used herein, shall have the meaning ascribed to them in this Section, except where the context clearly indicates a different meaning. Words used in the present terms shall include the future, and the singular number includes the plural, and the plural the singular.

2.3.1 **BOARD OF SUPERVISORS:** The governing board of the District, whose powers and authority are established by Chapter 190 of the Florida Statutes cited as the “Uniform Community Development District Act of 1980” (hereinafter, “Chapter 190”).

2.3.2 **CUSTOMER:** Any person, firm, association, corporation, governmental agency or similar organization supplied with the use of the toll bridge and roadways owned and operated by the District.

2.3.3 **DISTRICT:** The District as defined below in 2.3.8.

2.3.4 **DISTRICT MANAGER:** The manager of the District whose authority and responsibilities are established by Chapter 190 of the Florida Statutes and as may be prescribed by the Board of Supervisors.

2.3.5 **EASEMENTS:** Rights of ingress, egress, dedications, rights of way,

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conveyances or other property interests necessary or incidental to the installation, extension, repair, maintenance, construction or reconstruction of District's transportation system or any components thereof, over or upon customer's property.

2.3.6 ENGINEER: The appointed head of the Engineering Department of the District or his authorized representatives or a consulting engineering firm retained by the District to perform some or all duties of the engineer.

2.3.7 FINANCE DIRECTOR: The appointed head of Finance of the District, or his authorized representative. The Finance Director may also be the District Manager or his/her designee.

2.3.8 DUNES COMMUNITY DEVELOPMENT DISTRICT: A political subdivision of the State of Florida, created pursuant to Chapter 190 of the Florida Statutes.

2.3.9 RATE SCHEDULE: The schedule or schedules of rates or charges for the particular classification of service adopted and attached as Form A to this Chapter.

2.3.10 SERVICE: Shall be construed to include, in addition to all transportation systems by the customer the readiness and ability on the part of the District to furnish access to its transportation services including tolling facilities and vehicular as well as non-motorized transportation networks use for transportation purposes to the customer.

2.3.11 TERMS "SHALL" AND "MAY": As used herein, the word "may" is permissive, and the word "shall" is mandatory.

2.3.12 DUNES CDD TRANSPORTATION SYSTEM: Shall be defined as the Hammock Dunes Bridge over the Intra-coastal waterway, Hammock Dunes Parkway, Camino Del Mar from A1A easterly to the intersection of Hammock Dunes Parkway, together with any and all appurtenant facilities, approaches, and avenues of access.

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2.4 GENERAL POWERS.

2.4.1 DUNES CDD TRANSPORTATION SYSTEM: The District created and established by the provisions of this part is granted and shall have the right to acquire, hold, construct, improve, maintain, operate, own, and lease all or any part of the Dunes CDD Transportation System, hereinafter referred to as the "System."

2.4.2 CONSTRUCT: It is the express intention of this part that the District, in the construction of the System, be authorized to construct any extensions, additions, or improvements to the System or appurtenant facilities, including all necessary approaches and avenues of access, with such changes, modifications, or revisions of the project as are deemed desirable and proper.

2.4.3 COLLECT TOLLS: To fix, alter, charge, establish, and collect tolls, rates, fees, rentals, and other charges for the services and facilities of the System, which tolls, rates, fees, rentals, and other charges must always be sufficient to comply with any covenants made with the holders of any bonds issued pursuant to this part.

2.4.4 BORROW: To borrow money and make and issue bonds.

2.4.5 CONTRACT: To make contracts of every name and nature and to execute all instruments necessary or convenient for the carrying on of its business, including entering into contracts for the services of consultants to perform planning, engineering, legal, or other appropriate services of a professional nature, subject to the requirements of applicable law.

2.4.6 APPLY FOR GRANTS: Without limitation of the foregoing, to borrow money and accept grants from, and to enter into contracts, including interlocal agreements, leases, or other transactions, with any federal agency, the state, or any political subdivision thereof, any agency of the state, County, or any other public body of the state,

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including pursuant to Florida Statute 348.973. For purposes of the foregoing, the District shall have the right to apply for, receive, and participate in, any and all grants, advances, and technical support provided by any federal agency or the department, the division, the county, or other political subdivision, agency, or instrumentality of the state to local governmental entities, special districts, expressway or transportation authorities, road and bridge districts, special road and bridge districts, metropolitan transportation authorities, and other public subdivisions, agencies, and instrumentalities of the state pursuant to the Florida Transportation Code, in connection with the State Highway System as outlined under §335 Fla. Stat. or otherwise.

2.4.7 PLEDGE: To pledge, hypothecate, or otherwise encumber all or any part of its receipts as security for all or any of the obligations of the District.

2.4.8 NECESSARY: To do all acts and things necessary or convenient for the conduct of its business and the general welfare of the District in order to carry out the powers granted to it by this part or any other law.

2.4.9 BONDS: Bonds may be issued on behalf of the System by the District.

2.4.10 WEBSITE: Maintain a website for payment and information with various terms and conditions.

2.5. APPLICATION FOR ACCOUNT SERVICE. Account Service shall be furnished only upon signed application accepted by District and the conditions of such application are binding upon the customer as well as upon the District. To obtain service, application shall be made at the District in the place or places designated by the District Manager. Applications are accepted by the District with the understanding that there is no obligation on the part of the District to render service other than that which is then available from its existing System. Application for service required by firms, partnerships, associations,

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corporations and others, shall be tendered only by duly authorized parties. When service is rendered under agreement or agreements entered into between the District and an agent of the principal, the use of such service by the principal shall constitute full and complete ratification by the principal of the agreement or agreements entered into between the District and an agent of the principal under which such service is rendered.

2.6 DETERMINATION OF APPLICABLE TOLL RATE: Effective immediately, the District will operate under various rate schedules adopted by the Board of Supervisors. The schedule or schedules of rates or charges for the particular classification of service adopted is attached as Form A to this Chapter. In accordance with §338.155(4), Fla. Stat., the toll rates will be posted at the Toll Bridge Office and the District's official website.

2.7 PAYMENT OF TOLL ON TOLL FACILITIES REQUIRED:

2.7.1 FAILURE TO PAY TOLL. In accordance with §316.1001, Fla. Stat., A person may not use any toll facility without payment of tolls, except as provided in §338.155, Fla. Stat. (and as further explained under 2.8 of these Rules). Failure to pay a prescribed toll is a noncriminal traffic infraction, punishable as a moving violation under Chapter 318, Fla. Stat.

2.7.2 ENFORCEMENT. For the purpose of enforcing this section, the District, defined as a "Governmental Entity" as defined under §334.03(11), Fla. Stat., which owns and operates a toll facility, by rule or ordinance, hereby authorizes a toll enforcement officer to issue a uniform traffic citation for a violation of this section of the Rules of the District. Toll enforcement officer means the designee of a governmental entity, such as the District, whose authority is to enforce the payment of tolls. The District may designate toll enforcement officers pursuant to §316.640, Fla. Stat. The District Manager shall

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designate the Bridge Manager and/or Assistant Bridge Manager or a specific employee as the toll enforcement officer(s) as approved by the Board. The toll enforcement officer shall enforce the collection of tolls pursuant to Florida law.

2.7.3 COMPLIANCE. The District shall adhere to the provisions and requirements

as set forth under Chapter 316.1001, Fla. Stat. as it pertains to this section of the Rules of the District.

2.8 PAYMENT OF TOLL ON TOLL FACILITIES REQUIRED; EXEMPTIONS

2.8.1 EXEMPTIONS. In accordance with Florida Statute §338.155, a person may not use a toll facility without payment of tolls, except:

1. State military personnel while on official military business.
2. A person with a disability as defined under §338.155(3), Florida Statute and/or any disabled person as provided under the Beverly Chapman Act.
3. A person exempt from toll payment by the authorizing resolution for bonds issued to finance the facility.
4. A person exempt on a temporary basis where use of such toll facility is required as a detour route.
5. A law enforcement officer operating an official vehicle while on official law enforcement business.
6. A person operating a fire vehicle while on official business or a rescue vehicle while on official business.
7. A person participating in the funeral procession of a law enforcement officer or firefighter killed in the line of duty.

2.8.2 SUSPENSION OF TOLLS. The District Manager or the District Manager's

Deleted: use photographic evidence from the tolling software cameras or other legally enforceable means to issue citations.

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Deleted: 2.7.3 NOTIFICATION. A citation issued by the toll enforcement officer under this subsection may be issued by mailing the citation by first-class mail or by certified mail to the address of the registered owner of the motor vehicle involved in the violation. Mailing the citation to such address constitutes notification. In the case of joint ownership of a motor vehicle, the traffic citation must be mailed to the first name appearing on the registration, unless the first name appearing on the registration is a business organization, in which case the second name appearing on the registration may be used. A citation issued under this paragraph must be mailed to the registered owner of the motor vehicle involved in the violation within fourteen (14) days after the date of issuance of the citation. In addition to the citation, notification must be sent to the registered owner of the motor vehicle involved in the violation specifying remedies available under Fla. Stat. 318.14(12) and 318.18(7).¹

2.7.4 RESPONSIBILITY. The owner of the motor vehicle involved in the violation is responsible and liable for payment of a citation issued for failure to pay a toll, unless the owner can establish the motor vehicle was, at the time of the violation, in the care, custody, or control of another person. In order to establish such facts, the owner of the motor vehicle is required, within fourteen (14) days after the date of issuance of the citation, to furnish to the District an affidavit setting forth:¹

1. The name, address, date of birth, and, if known, the driver license number of the person who leased, rented, or otherwise had the care, custody, or control of the motor vehicle at the time of the alleged violation; or¹

2. If stolen, the police report indicating that the vehicle was stolen at the time of the alleged violation.¹

Upon the District's receipt of an affidavit the person designated as having care, custody, and control of the motor vehicle at the time of the violation may be issued a citation by the toll enforcement officer for failure to pay a required toll. The affidavit may be admissible in a proceeding pursuant to this section for the purpose of providing that the person identified in the affidavit was in actual care, custody, or control of the motor vehicle. The owner of a leased vehicle for which a citation is issued for failure to pay a toll is not responsible for payment of the citation and is not required to submit an affidavit as specified in this subsection if the motor vehicle involved in the violation is registered in the name of the lessee of such motor vehicle.¹

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designee may suspend the payment of tolls on a toll facility when necessary to implement with the following directives:

1. Assist in emergency evacuation.
2. Allow the use of such facilities by public transit vehicles or by vehicles participating in a funeral procession for an active-duty military service member.
3. Allow the use of an automobile or other vehicle belonging to the Department of Military Affairs used for transporting military personnel, stores, and property, when properly identified, shall, together with any such conveyance and military personnel and property of the state in his or her charge.
4. Allow a person with a disability who has a valid driver license, who operates a vehicle specially equipped for use by persons with disabilities as defined under Florida Statute §338.155(d).
5. The District may follow any directives from federal, state and local authorities as to the suspending of tolls in a natural disaster emergency.
6. Suspension of tolls can be established by the Board of Supervisors for a special event or any other event the Board of Supervisors deems appropriate.
7. The District Manager or his Designee may temporarily suspend tolls due to situations they deem appropriate.

2.8.3 NOTICE. A copy of §338.155, Fla. Stat., shall be posted at the Hammock Dunes Bridge.

2.8.4 NONCRIMINAL TRAFFIC INFRACTION. The failure to pay a prescribed toll shall be deemed a noncriminal traffic infraction and punishable in accordance with §318.18, Fla. Stat. and subject to payment collection and toll enforcement as authorized

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under chapters 316, 318, 320 and 322 of the Florida Statutes.

2.9 LIMITATIONS OF USE

2.9.1 PURPOSE. Tolls purchased from the District shall be used by the customer only for the purpose specified in the application for service.

2.9.2 RESTRICTIONS. The customer shall not sell or otherwise dispose of such use supplied by the District.

2.10 PROTECTION OF DISTRICT PROPERTY

2.10.1 It is the responsibility of every driver over the District's System to ensure all material/equipment is secured on its respective vehicles.

2.10.2 "Responsible Party" is defined as any person who operates and otherwise has control over a motor vehicle at the time of spilling or falling road debris while driving on the Hammock Dunes Bridge or any part of the Dunes CDD Transportation System.

2.10.3 It is the responsibility of the Responsible Party to insure it immediately reports any spilling or road debris or any other foreign materials on District Property to the Hammock Dunes Bridge Management at the following contact: Hammock Dunes Bridge Service Center located at the toll plaza.

2.10.4 In the event of any incident that causes damage to the District property, whether intentionally or negligently, the Responsible Party will be responsible for any and all expenses incurred for cleaning up any spills, debris or material left behind and shall be solely responsible for the cost of any and all property repairs.

2.11 CONTINUITY OF SERVICE. The District will at all times use reasonable diligence to provide continuous service, and having used reasonable diligence, shall not be liable

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to the customer for failure or interruption of continuous service. The District shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accident, litigations, breakdowns, shutdowns for repairs or adjustments, acts of sabotage, enemies of the United States, wars, governmental interference, acts of God or other causes beyond its control.

2.12 CUSTOMER REMOVAL FROM PROPERTY FOR ADVERSE ACTIONS.

2.12.1 Any customer verbally harassing a District employee or engaging in aggressive or abusive behavior will be asked to leave the property immediately by any Supervisor or Manager. Refusal of the customer to leave the property will prompt District personnel to contact local authorities. Any customer physically abusing any District employee will be subject to arrest and prosecution at the employee's request.

2.12.2 Aggressive or abusive behavior includes language (whether verbal or written) that may cause staff to objectively or subjectively feel afraid, threatened or abused and may include threats, personal verbal abuse, derogatory remarks and rudeness. Also, inflammatory statements, remarks of a discriminatory nature and unsubstantiated allegations are considered abusive behavior. Where a customer is aggressive or abusive, the District may proceed utilizing an array of remedies, including, but not limited to, the following:

- a. Advise the customer that the District considers their actions offensive, unnecessary and unhelpful and ask them to stop;
- b. Terminate telephone calls, cancel appointments, revoke meetings or withdraw any further interaction with the customer;

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- c. Terminate all direct contact with the customer;
- d. Notify the Flagler County Sheriff's Office or State Law Enforcement (This will always be the case if physical violence is used or threatened); and
- e. Take any other action the District considers appropriate under the circumstances.

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2.13 TERMINATION OF SERVICE.

2.13.1 All tolling service shall be pursuant to proper permit or application; which procedure accords the District the opportunity to provide for orderly expansion of facilities and regulation thereof in a manner calculated to ensure continuous service to all customers. Inherent in this obligation is the governmental prerogative of necessity to terminate service which is adverse to the continuous, orderly and uninterrupted operation and maintenance of its tolling service. Accordingly, the District reserves the right by unilateral act and in its sole discretion, to refuse service, or to terminate service temporarily, or to discontinue service in all instances when conditions exist which would constitute an emergency of public concern, or when the providing of any service would constitute a threat to the safety, health or welfare of customers generally or a significant portion of the customer population.

2.13.2 When discontinuance or termination of service can be remedied by an act of the customer, District shall provide written notice of remedial action to the customer in order that service may be continued uninterrupted. The customer shall complete remedial action within ten (10) working business days after the District provides customer notice. Acts considered to be remedial by the customer, and for which service may be temporarily terminated, discontinued or interrupted are listed as follows:

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- a. Failure to pay for service as described in Section 14 under these Chapter II, Rules of the District.
- b. Failure of customer to meet provisions of agreements with the District.
- c. Use of service for any other property or purpose than described in the permit or application.
- d. When requested by customer, in which case resumption of service shall be accomplished in accordance with District policy as herein provided.

2.13.3 The District reserves the right by unilateral act and in its sole discretion to refuse service, terminate service temporarily, or to discontinue service without notice under the following circumstances:

- a. Causing, or allowing to exist, a hazardous condition with respect to the location, use of, or access to any tolling service or component.
- b. Alteration or modification of any transmission or tolling component or device used in providing any tolling service to the customer. Any such unauthorized use, if fraudulent, may result in criminal prosecution and may result in restitution of revenue lost to the District as a condition to restoration of service, including costs of repair or restoration of any tolling equipment or components to normal service condition, as shall be determined by District.
- c. Total or partial destruction of, or abandonment of, any structure, including any act for a duration which, in District's sole opinion, may create a hazardous or unsafe condition or constitute a nuisance. The

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District will be authorized to contact the Flagler County Sheriff's Office or any law enforcement agency as needed to investigate and eliminate the problem.

2.14 AMENDMENTS TO RATE SCHEDULE. The Rate schedule are attached hereto as Form A, being identified as: Toll Rates. This Rate Schedule may be amended from time to time by the Board of Supervisors in accordance with Chapter 190, Fla. Stat., and the contractual agreements of the District.

2.15 ROADWAYS.

2.15.1 PURPOSE. The following rules, regulations and procedures will serve as guidance when seeking to improve existing roadways or to develop new roadways that cross the District's land, lots and/or borders. It is intended that these rules and regulations will provide a uniform means for processing and approving requests or applications for construction, development, use and/or maintenance of District roadways.

2.15.2 DEFINITIONS.

2.15.2.(a) CONVEYANCE. See Grant.

2.15.2.(b) DEVELOPER. A party that improves land with labor and/or capital on behalf of and for the District.

2.15.2.(c) EASEMENT. Rights of ingress, egress, dedications, rights of way, conveyances or other property interests necessary or incidental to the installation, extension, repair, maintenance, construction or reconstruction of District's transportation system or any components thereof, over or upon customer's property.

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2.15.2.(d) FACILITIES. The District owns various forms of Facilities, such as its bridge and roadways, acquired to render actions, operations, or activities more manageable, practicable and easier for the intended user.

2.15.2.(e) GRANT. Differentiated from a mere license, a Grant passes interest to another in the lands of which it embraces and must be conveyed by an instrument in writing.

2.15.2.(f) IMPROVEMENTS. A valuable addition made to property or land or an enhancement in its condition, amounting to more than mere repairs or replacement of waste, which costs labor or capital, and which the District intends will enhance value and utility or to adapt it for new or further purpose.

2.15.2(g) LICENSE. Permission by competent written evidence of authority accorded by the District conferring the right to do some act which without such authorization would be illegal, unauthorized or would be qualified as a trespass or tort.

2.15.2(h) RIGHT OF WAY. The right of passage or of way imposed by law, by agreement or by virtue of which one has a right to pass.

2.15.2(i) ROADWAY. A transportation corridor used for vehicular access, including but not limited to, ditches, spillways, clear areas, widenings for passage, etc.

2.15.2(j) ROADWAY EASEMENT. A transportation corridor used for the construction, use and maintenance of Roadways within the District.

2.15.3 EASEMENTS, LICENSES AND RIGHTS OF WAY. As a

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prerequisite to the construction or installation of any Improvements proposed to be connected or associated to the Facilities of the District, the Developer must agree to Grant or Convey to the District all Easements, Licenses or Rights of way as may be required or necessary by the District as it may pertain or affect the proposed Facilities. The District, in its sole discretion, will consent or disapprove new Roadway construction.

2.15.4 PERMITS. If new Roadway construction or Improvements are approved by the District, Developer must obtain all necessary, required and obligatory permits, licenses, authorization, certifications, document or any other state or local authorities to commence construction Improvements. Developer shall be responsible for proper handling, management, maintenance and operation of labor to facilitate the Roadway Easements within the District. The Developer shall also be solely responsible to obtain all necessary documents for such Roadway Easements or Improvements such as survey, land documents, and lot or landowner written consent, if applicable. Roadways permitted under these rules and approved by the District shall be constructed using appropriate and recognized State and Federal accepted construction standards.

2.15.5 SATISFACTION. Any Grant or Conveyance as defined under 2.15.3 herein, must be in writing and in the form satisfactory to the District in its sole and exclusive discretion.

2.15.6 DEVELOPER'S LAND. Such Grant or Conveyance, when located on the property of the Developer, must be made without any cost, fees or expense to the District. District reserves the right to require such Easement, License or Right of way to the point at which the District deems appropriate, being the point at which the Facilities of District join with consumers.

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2.15.7 **FINALIZATION.** Such Easements, License and Right of way shall be Conveyed and accepted by the District upon completion, approval and acceptance of the work done by Developer. The District shall be held harmless for all permitted labor and activity within the Roadway Easement or Improvements.

2.16 **SEVERABILITY.** If any section, subsection, sentence, clause, phrase, or portion of this Rule is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Specific Authority: §§ 190.011(5); 190.011(15), 120.54, Fla. Stat.

Law Implemented: §§ 190.11, 190.012(d)1, 316, 316.640, 318, 318.14(12), 318.18, 318.18(7), 320, 322, 335, 338.155, 338.155, 338.155(4), 334.03, 334.03(11), 348.973, Fla. Stat.

Revisions:

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“FORM A”

RATE SCHEDULE*

Toll Rates –

CURRENT TOLL FEES as of October 1, 2012

All Vehicles One Way Trip:

2 axles.....	\$2.00
3 axles.....	\$3.00
4 axles.....	\$3.50
5+ axles.....	\$5.00

No toll in the westbound direction.

EXPRESSCARD & DECAL DISCOUNTS

ExpressCard Account holders with prepaid accounts receive discounted travel across the Hammock Dunes Bridge according to the following schedule:

2 axles.....	\$0.50
3 axles.....	\$0.75
4 axles.....	\$0.88
5+ axles.....	\$1.25

No toll in the westbound direction.

*Toll rates are subject to change.

The District may from time to time decide to implement promotional rates as it deems appropriate. The use of promotional programs such as the BridgePass Loyalty Card are completely at the District’s discretion and are implemented and terminated by Board Action.

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Additional Fees –

The District reserves the right to impose a charge for ExpressCards, window decals and/or any form of device used to pay tolls to cross the Hammock Dunes Bridge. The fees would be according to the following schedule:

Personal/ Residential accounts – up to a total of six devices at no charge when the account is first opened. After the device limit is reached, additional devices would be charged a fee up to a maximum of \$5.00 per device.

Business/Corporate accounts – up to a total of ten devices at no charge when the account is first opened. After the device limit is reached, additional devices would be charged a fee up to a maximum of \$5.00 per device.

The District reserves the right to amend this fee at its discretion. Individual cases will be considered for extenuating circumstances.

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**CHAPTER III
WATER, WASTEWATER, STORMWATER AND EFFLUENT REGULATIONS:
ESTABLISHING RATES AND CHARGES FOR UTILITY SERVICE**

3.01 PURPOSE. The purpose of these Rules is to establish comprehensive regulations pertaining to water, wastewater and effluent utilities as well as stormwater facilities owned and operated by the District; providing for and establishing rates and charges for utility service, use or consumption by consumers within the District; providing provisions for extension of mains and services; providing definitions, including limitations and prohibited uses or practices; providing procedures for hearing disputes involving charges and disconnections; providing for adjustments; providing an effective date.

3.02 NECESSITY. To establish uniform and comprehensive regulations pertaining to water, wastewater and effluent utilities as well as stormwater facilities owned and operated by the District.

**PART I
GENERAL PROVISIONS AND DEFINITIONS APPLICABLE TO THE
DUNES COMMUNITY DEVELOPMENT DISTRICT
WATER, WASTEWATER AND EFFLUENT SYSTEMS**

SECTION 1. The Dunes Community Development District does hereby establish uniform policies and comprehensive rates, charges, and service schedules for its water, wastewater and effluent utility system as well as stormwater facilities affecting all consumers thereof.

SECTION 2. CONTENTS

SECTION 3. DEFINITIONS

SECTION 4. GENERAL

SECTION 5. CALCULATION OF EQUIVALENT IRRIGATION CONNECTIONS.

SECTION 6. CALCULATION OF SYSTEM CAPACITY FEES

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SECTION 7.	STANDBY (AVAILABILITY)
SECTION 8.	APPLICATION FOR SERVICE
SECTION 9.	DETERMINATION OF APPLICABLE RATE SCHEDULES
SECTION 10.	WITHHOLDING SERVICE
SECTION 11.	LIMITATIONS OF USE
SECTION 12.	UNAUTHORIZED CONNECTION OR USE
SECTION 13.	BILLING
SECTION 14.	DELINQUENT BILLS; LIENS IN FAVOR OR DISTRICT; PROCEDURES FOR CONTESTING CHARGES.
SECTION 15.	ADJUSTMENT OF BILLS; METER READINGS AND INSPECTIONS
SECTION 16.	ACCESS TO PREMISES
SECTION 17.	INSPECTIONS OF CONSUMER'S INSTALLATION
SECTION 18.	PROTECTION OF DISTRICT PROPERTY
SECTION 19.	CHANGES OF OCCUPANCY; TERMINATION OR TRANSFER OF SERVICE
SECTION 20.	RESUMPTION OF SERVICE
SECTION 21.	CONTINUITY OF SERVICE
SECTION 22.	MAINTENANCE AND STANDARDS
SECTION 23.	METERS
SECTION 24.	ALL WATER AND EFFLUENT THROUGH METER
SECTION 25.	METER TESTING
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SECTION 27.	DAMAGING, TAMPERING WITH, ALTERING, FACILITIES OF UTILITY PLANT OR SYSTEM
SECTION 28.	PRIVATE FIRE SERVICE CONNECTION

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SECTION 29. TERMINATION OF SERVICE

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PART II - WATER, WASTEWATER AND EFFLUENT UTILITIES

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SECTION 34. INSPECTION

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SECTION 37. WASTEWATER SYSTEM PROHIBITIONS

SECTION 38. MANAGEMENT OF FATS, OILS AND GREASES

SECTION 39. REFUNDABLE ADVANCES

SECTION 40. CUSTOMER PROPERTY REQUESTS.

SECTION 41. AFTER HOURS REQUESTS

SECTION 42. SEVERABILITY

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SCHEDULE "A"

SCHEDULE "B"

SCHEDULE "C"

SECTION 3. DEFINITIONS: The following terms and phrases, when used herein, shall have the meaning ascribed to them in this Section, except where the context clearly indicates a different meaning. Words used in the present terms shall include the future, and the singular number includes the plural, and the plural the singular.

3.1 STANDBY (AVAILABILITY) FEE: A fee established to defray the cost of the financing of the capital facilities for potable and irrigation water and effluent distribution lines

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and wastewater collection facilities.

3.2 BACKFLOW: The flow of water or other liquids, mixtures or substances under pressure into the distribution pipes of a potable water supply system from any source or sources other than its intended source.

3.3 BACKFLOW PREVENTION DEVICE: A backflow prevention device shall mean any effective device, method or construction used to prevent backflow into a potable water system.

3.4 BOARD OF SUPERVISORS: The governing board of the District, whose powers and authority are established by Chapter 190 of the Florida Statutes.

3.5 CONNECTION FEES: Those charges of the District required to be paid by a consumer or developer only in Phase I (Hammock Dunes), as a condition precedent to the interconnection of District's utility system with a consumer's property. Fees are as set forth in Section 4.f. of Schedule A herein.

3.6 SYSTEM CAPACITY FEES: Those charges of the District required to be paid by a consumer or developer in support of the District's capital facilities (distribution, collection, transmission and treatment systems) for its water, wastewater and effluent (reclaimed) irrigation water utilities. Fees are as set forth in Section 4.a. of Schedule A for each utility system per ERC, EIC or gallon of System Capacity required by the consumer or developer as determined herein by the District.

3.7 CONSUMER: Any person, firm, association, corporation, governmental agency or similar organization supplied with the availability of water, wastewater, and effluent service by District which term shall also include developers and large users.

3.8 CONSUMER INSTALLATION: All pipes, fixtures, meters, appurtenances of any

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kind and nature used in connection with or forming a part of an installation for utilizing water, wastewater and effluent services for any purpose, located on the consumers' side of "point of delivery", whether such installation is owned outright by a consumer or by contract, lease or otherwise.

3.9 DEVELOPER: Any person, corporation, or other legally recognized entity who engages in the business of making improvements to or upon real property located within the District as owner or legally constituted agent for the owner of such real property.

3.10 DISTRICT: The District as defined in 3.18.

3.11 DISTRICT MANAGER: The manager of the District whose authority and responsibilities are established by Chapter 190 of the Florida Statutes and as may be prescribed by the Board of Supervisors.

3.12 EASEMENTS: Rights of ingress, egress, dedications, rights of way, conveyances or other property interests necessary or incidental to the installation, extension, repair, maintenance, construction or reconstruction of District's utility system or any components thereof, over or upon consumer's property.

3.13 EFFLUENT: As used in these rules effluent is reclaimed water that has received at least secondary treatment and is subject to reuse after flowing out of a wastewater treatment facility.

3.14 EQUIVALENT IRRIGATION CONNECTION (EIC): 850 gallons per day of effluent irrigation water (reclaimed water).

3.15 ENGINEER: The appointed head of the Engineering Department of the District or his authorized representatives or a consulting engineering firm retained by the District to perform some or all duties of the engineer.

3.16 EQUIVALENT RESIDENTIAL CONNECTION (ERC): 250 gallons per day

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(gpd) for potable water service and 225 gallons per day (gpd) for wastewater service.

3.17 FINANCE DIRECTOR: The appointed head of Finance of the District, or his authorized representative. The Finance Director may also be the District Manager or his/her designee.

3.18 DUNES COMMUNITY DEVELOPMENT DISTRICT: A political subdivision of the State of Florida, created pursuant to Chapter 190 of the Florida Statutes.

3.19 MAIN: Shall refer to pipe, conduit or other facility installed to convey water, wastewater or effluent service from individual laterals or to other mains.

3.20 MINIMUM MONTHLY CHARGE: As shown on the applicable rate schedule, the base rate charged per month for provision of utility services to all consumers receiving service, which excludes all commodity charges.

3.20 OFF SITE FACILITIES: Those components of water distribution, effluent, and wastewater collection facilities located outside consumer's "property".

3.22 ON SITE FACILITIES: Those components of water distribution, effluent, and wastewater collection facilities located upon consumer's "property".

3.23 POINT OF DELIVERY: The point where the District pipes are connected with the pipes of the consumer. Unless otherwise indicated, point of delivery for water and effluent service shall be at the discharge side of the water or effluent meter. Unless otherwise indicated point of delivery for wastewater service shall be at the upstream connection of the clean-out which is placed at or about public right of way or utility easement. In the absence of a clean-out the point of delivery is at the wastewater lateral connection to the wastewater main of the District.

3.24 PROPERTY: The land or improvements upon land of which the consumer is owner or over which consumer has control either by contract or possessory interest sufficient to

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authorize consumer to make application for service, or adjacent right of way which services the land or site being developed. District may require proof of such interest prior to the furnishing of service by copy of instrument of conveyance, contract or appropriate verified statement contained in the application for service.

3.25 RATE SCHEDULE: The schedule or schedules of rates or charges for the particular classification of service.

3.26 SERVICE: Shall be construed to include, in addition to all water, wastewater and effluent utilities required by the consumer the readiness and ability on the part of the District to furnish water, wastewater and effluent services including effluent use for irrigation purposes to the consumer.

3.27 SERVICE OR LATERAL LINES: Those pipes of the District that connect to consumer's lines.

3.28 SETTLEMENT OF ACCOUNT: That point in time in which the customer has satisfied all outstanding fees and charges billed for utility service and has notified the District that he is no longer a resident, owner or user of the District's utility system

3.29 SYSTEM CONTRIBUTION: As used in Schedule A, "system contribution" for purposes of meter fee calculation shall be calculated by subtracting the actual costs of installing the meter (labor, parts, materials) from the 5/8" meter fee listed in Section 4.d. of Schedule A.

3.30 TERMS "SHALL" AND "MAY": As used herein, the word "may" is permissive, and the word "shall" is mandatory.

3.31 UTILITY SYSTEM: As used herein, refers to the District's water production and distribution, wastewater collection, treatment and transmission systems, effluent filtration, storage and distribution systems and any component parts thereof.

3.32 STORMWATER SYSTEM: As used herein, refers to the District's stormwater

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collection, conveyance, storage, treatment and disposal system and any component parts thereof.

SECTION 4. GENERAL:

4.1 It is the policy of the District and the requirements of this rule that there is not permitted the individual installation and use of any private wells or septic tanks without the express written consent of the District.

4.2 Consumer is advised that as part of the District's utility system there may be a separate effluent distribution line. To the extent permitted by law and consistent with the public health, each consumer is required to utilize the District's utility system including the effluent distribution facilities and to take proper caution to ensure that there is not permitted a cross connect between the effluent lines and the potable water service line. The availability of effluent may vary from time to time based on a number of factors. Nothing herein shall be construed to require the District to provide effluent for irrigation purposes. Potable water irrigation is available only where effluent is not. Prior to the connection of the effluent and potable service lines to each residential or commercial consumer the Utility Manager shall be notified 24 hours prior to such connection so that an inspection can be made. No connection shall be made without inspection and approval by the District Manager or his Designee. In accordance with the District's Cross Connection Control Program and Department of Environmental Protection Standards, the installation and use of backflow prevention devices may be required. The District shall be responsible for installation of Residential Backflow Preventors only as is necessary. Charges for installation shall be imposed in accordance with Section 9 of these rules.

These regulations apply without modification or change to each and every consumer to whom the District renders service. Nothing contained in this Rule prohibits the District from entering into agreements with developers to provide for the orderly and timely

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provision of service.

SECTION 5. CALCULATION OF EQUIVALENT IRRIGATION CONNECTIONS: For all new connections platted single family lots, subdivisions served by a master effluent meter, multi-story, common or commercial areas Equivalent Irrigation Connections (EIC) shall be calculated by measuring the surface area to be irrigated, calculating the total flow for the irrigated area based upon an application rate of 0.78" per week, and dividing by 850 gallons per day (gpd).

SECTION 6. CALCULATION OF SYSTEM CAPACITY FEES: The District requires that all Consumers or Developers pay a System Capacity Fee based on a pro rata share of the cost of the District's water, wastewater and reclaimed irrigation water infrastructure utilized to serve Consumer or Developer's existing or future facilities. System Capacity Fees are based upon the estimated daily flow of the Consumer's existing or proposed installations. System Capacity Fees are computed by multiplying the charges per ERC, EIC or gallon set forth in the applicable rate schedule by the estimated daily flow determined by the District according to: (i) the District's review of the consumer's engineering design information; (ii) the reasonable estimated usage based on standards set forth in the Florida Administrative Code Rule 64E-6.008 which is herein adopted by reference and made a part of the District's Rules; or (iii) other capacity criteria or standards the District has adopted which are shown in Section 4.a. of Schedule A. System Capacity Fees are payable upon request for approval of a Florida Department of Environmental Protection permit or a building permit. At no time will service commence to a property prior to payment in full of all System Capacity Fees.

The District reserves the right to audit the actual water, reclaimed irrigation water and wastewater flows of Consumers or Developers as it deems appropriate. If the audit determines

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that the actual water, wastewater or reclaimed water flows exceed by fifty percent (50%) the previously purchased system capacity in two or more months in any twelve (12) month period, then additional System Capacity Fees shall be charged by the District. The additional System Capacity Fees shall be based on the number of ERCs, EICs or gallons per day by which the actual flow exceeds the purchased system capacity, based on the System Capacity Fees then in effect. Any additional System Capacity Fees assessed shall be due and payable no later than sixty (60) days after notification by the District. Failure to pay any additional System Capacity Fees shall result in suspension of service until paid. Actual flow shall be determined by a comparison of metered usage for the highest thirty day period during the audit period with the amount of original purchased system capacity. The actual flow measurement shall not include customer identified nonrecurring usage which may result from operational problems, such as service line breaks or meter inaccuracy, or atypical usage, such as pool filling or new lawn watering.

SECTION 7. STANDBY (AVAILABILITY): Prior to the application for service each lot, tract and parcel even though not connected to the utility system will be charged appropriate standby fees in accordance with Section 9 of these rules. For tracts and parcels not subdivided, the subject property will be billed at the appropriate rate multiplied by the acreage. Fractions of acres will be rounded up to the next higher whole number. For all properties that are subdivided it shall be the responsibility of the Owner to notify the DCDD of Plat changes. Bills for standby fees shall be remitted in accordance with Section 13.

Commencing October 1, 1995, as units and property move from standby categorization to active status, standby units will be subtracted from the pool of standby units on the single family lot and acreage equivalency calculations detailed in Section 5.

Standby fees shall be modified and apply to consumers or property served under the

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terms and conditions in Section 9, relating to areas where utility property has been donated to the District pursuant to an agreement, as provided in these Rules.

SECTION 8. APPLICATION FOR SERVICE: Service shall be furnished only upon signed application accepted by District and the conditions of such application are binding upon the consumer as well as upon the District. To obtain service, application shall be made at the District in the place or places designated by the District Manager. Applications are accepted by the District with the understanding that there is no obligation on the part of the District to render service other than that which is then available from its existing utility system and consistent with the agreements between the District and Northshore Hammock, L.P., dated February 12, 1999; between the District and Lowe Ocean Hammock, L.P., dated February 12, 1999 and H.D. Associates, L.P., dated October 16, 2002. The applicant will then be billed monthly in accordance with Section 9 of these rules. The applicant shall furnish to the District at the time of making application the name of the applicant, the ownership or other interest in or to the property or location and the legal description or street address at which service is to be rendered.

Application for service required by firms, partnerships, associations, corporations and others, shall be tendered only by duly authorized parties. When service is rendered under agreement or agreements entered into between the District and an agent of the principal, the use of such service by the principal shall constitute full and complete ratification by the principal of the agreement or agreements entered into between the District and an agent of the principal under which such service is rendered.

At the time of application for service the applicant shall pay the appropriate fees, rates and charges in accordance with Section 9 of these rules for the connection fees, and meter fees. At that time, the District will deduct the amount of the newly activated units as determined under Section 5 from the number of standby units determined in Section 7. If a project is constructed in

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phases, applicant will be required to pay for the number of units or in the case of commercial or industrial, the equivalent residential and irrigation connections based upon meter size and/or unit or acreage equivalencies for each phase. Other appropriate charges as identified in accordance with Section 8 of these rules will apply to the remainder of the property. Prior to the initiation of construction on subsequent phases, applicant is required to pay the required fees and charges in accordance with the provisions of this paragraph.

SECTION 9. DETERMINATION OF APPLICABLE RATE SCHEDULES. Effective October 1, 2000, the District will operate under three (3) rate schedules. Rate schedule “A” shall be applicable to and binding upon all property within the District to which water, wastewater and effluent irrigation service has been made available, as determined by the District, except for situations described in the following paragraph. Golf course effluent irrigation rates, charges and fees shall be determined under rate schedules “A”, “B” and “C” as applicable.

Effective April 9, 1999 and October 16, 2002, and in accordance with section 4 of these rules, the District has entered into agreements with developers of certain areas within its boundaries whereby the developers have agreed to provide funding to the District with which the District’s utility plant can be expanded and service made available to these areas. Because of the donation of funds and/or facilities to serve those areas, it is appropriate to establish this new class of consumer and apply a different standby fee and eliminate the connection fees for those areas. For those areas, the rate schedule “B” shall apply. All other terms and conditions contained in these rules shall apply to the rendering of service to these areas.

SECTION 10. WITHHOLDING SERVICE: The District may withhold service to a consumer who makes application for service at or upon a location for which prior service, including standby charges, has not been paid in full to the date of such application. It shall be the responsibility of the consumer to make inquiry as to the delinquent status of the account and

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bring said account current as a condition precedent to continuation of service. The District shall maintain current records of outstanding accounts and shall make such information available to the public at its offices during normal business hours. Service may also be withheld for service installations which are not complete or are not in compliance with District requirements. Nothing herein shall prevent the District from taking any legal recourse against any delinquent account in accordance with Chapter 190 F.S.

SECTION 11. LIMITATIONS OF USE: Utility service purchased from the District shall be used by the consumer only for the purpose specified in the application for service. The consumer shall not sell or otherwise dispose of such utility service supplied by the District. All utility service furnished by the District to the consumer shall be through District meters and may not be re-metered by the consumer for the purpose of selling or otherwise disposing of such service without the written consent of the District. In no case shall a consumer, except with the written consent of the District, extend water, wastewater or effluent lines across a street, alley, lane, court, property line, avenue, or other public thoroughfare or right of way in order to furnish utility service for adjacent property.

SECTION 12. UNAUTHORIZED CONNECTION OR USE: No person or entity, without prior written consent of the District shall tap or in any manner make connection to or discharge into any pipe, main, fire hydrant, service connection, sewer manhole, storm drain, or sewer lateral belonging to the District water, wastewater effluent or stormwater system for the purpose of taking or using water from the system or from discharging into the wastewater or stormwater system, or for any other purpose. Connections to the District's water, wastewater, effluent or stormwater system for any purpose whatsoever are to be made only as authorized by the District. In the case of any unauthorized use, interconnection, extension, re-metering, sale or disposition of utility service, consumer's utility service shall be subject to discontinuance until

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(1) such unauthorized use or disposition is discontinued, (2) full payment is made for such service, based on appropriate consumer classification and rate schedules and (3) reimbursement in full made to the District for any extra expenses incurred by District as the result of such unauthorized use, including administrative costs, testing, inspections, all attorney fees and costs for trial or appeal. Further, the District shall impose a charge of \$250.00 per day or per incident for the first instance and \$500.00 per day or per incident for any subsequent instances of unauthorized use, interconnection, extension, re-metering, sale or disposition of utility service against any person or entity making such an unauthorized use, interconnection, extension, re-metering, sale or disposition of utility service or Utility Service Agreement. The District shall provide notice to the offending entity of the total amount of such fine in writing and may use any and all means permitted by the Rules of Procedure of the District, Florida law or as otherwise for the collection and enforcement of such fine. In addition, unauthorized use may result in appropriate criminal prosecution by District.

SECTION 13. BILLING: Bills for service shall be rendered monthly or periodically at intervals not to exceed ninety (90) days at the direction of the Board of Supervisors and shall be due when rendered. A bill shall be deemed rendered when mailed United States mail, postage prepaid, or when delivered to the consumer's address shown on the application for service. No partial payment of any bill rendered will be accepted by District unless authorized by the District Manager, in writing indicating the reason therefore, such as a contested billing, consumption, or hardship. It is the Customer's responsibility to keep the Billing Address current as well as any contact information. The District assumes no responsibility in notifying the Customer beyond sending letters to the address on the application for service or Utility Service Agreement or update thereof.

SECTION 14. DELINQUENT BILLS; LIENS IN FAVOR OF DISTRICT;

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PROCEDURES FOR CONTESTING CHARGES: Delinquent utility fees and charges, including charges for effluent and standby charges, shall be deemed liens upon the real property or premises as provided by law, and may be foreclosed as provided by law. All statements and billings for utility services shall be due upon the due date. As a result, the period of delinquency for past due accounts will run from the date statements and billings are rendered. All utility bills shall be paid when rendered to avoid discontinuance of service and the imposition of late payment be added to accounts which have an unpaid balance as of the posted due date indicated on the monthly bill. Water service may be discontinued, if an account remains unpaid fifteen (15) days after the posted due date. Written notice will be given a minimum of five (5) days prior to discontinuance. Any consumer contesting any statement or billing shall first present same to the District utility department with a statement of explanation or contest in writing not more than 30 days after the disputed statement or billing is rendered. If the matter is not then resolved, the utility department shall, within fourteen (14) days of receiving the consumer complaint, forward the billing and written statement to the District Manager. If the matter is not then resolved, the District Manager shall, within seven (7) days of receiving the consumer complaint, notify the consumer in writing that the matter will be heard before a panel consisting of the District Manager or his designee, and a representative of the District staff. Notice shall be given to the aggrieved consumer at least seven (7) days prior to the scheduled hearing by mailing said notice to the address which appears on the consumer's utility billing, or by personal service by leaving a copy of said notice at such address either by delivery to any person upon the premises, by posting in a conspicuous place on or about the main entrance. Refusal by any consumer to accept service of notice thereof shall be noted upon the notice when returned, and shall be deemed a waiver by the consumer of the opportunity for hearing provided herein, in which case the determination of the District Manager shall be final. The hearing shall be

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conducted during normal business hours at District Offices, or the panel and the aggrieved consumer may agree to a time which is mutually convenient to all. If during the hearing process an adjustment to the billing is made, a refund to the consumer shall be rendered either by check or as a credit to the consumer's active account within fourteen (14) days as determined by the District Manager. If, after this hearing, the matter is not resolved, then the consumer may request an appearance before the Board of Supervisors, in which event all documents, transcripts, findings, and statements shall be transmitted forthwith to the District Manager for further disposition. If the matter is not resolved, then the matter shall proceed to the Board of Supervisors. It shall be the duty of the District Manager to notify the consumer of the public hearing at which the consumer is to appear before the Board of Supervisors, by mail or delivery of notice as provided in this Section. The decision of the Board of Supervisors shall be final.

SECTION 15. ADJUSTMENT OF BILLS; METER READINGS AND INSPECTIONS:

When a consumer is determined by District to have been overcharged or undercharged as a result of incorrect meter reading, defective metering, incorrect application of rate schedule fees and charges, or mistake in billing, the amount so determined may be credited or billed to the consumer, as the case may be. The adjustment shall be accomplished over a period not to exceed ninety (90) days, unless otherwise directed by the District Manager and so noted on the account. District may read and inspect meters periodically to determine their condition and accuracy and as a basis for periodic billings. If a consumer requests an inspection or re-reading of a meter more frequently than once per every six months, the District may impose a service charge therefore in accordance with Section 9 of these rules.

SECTION 16. ACCESS TO PREMISES: As a condition to providing service, the consumer shall grant to District or its authorized agents or employees access to consumer's property during all reasonable hours and, in the event of an emergency, at any time, for the

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purposes of reading meters or maintaining, inspecting, repairing, installing or removing District's property, and for any other purposes incident to performance under or termination of any agreement with a consumer or such consumer's predecessor in interest or use of the facilities or services made accessible to the District by the consumer or to be relocated by the District.

SECTION 17. INSPECTIONS OF CONSUMER'S INSTALLATION: District reserves the right to inspect and approve any consumer installation prior to providing service and from time to time thereafter to ensure compliance with applicable laws, Rules of the District, and regulations affecting such installation. No changes to any consumer installation which will materially affect proper operation of District utility system shall be made by a consumer without express written consent of the District Engineer and approval of the District Manager. Consumer shall be responsible for the cost of making changes or repairs resulting from any unauthorized alteration, and the District may require payment or reimbursement therefore as a condition to continued service.

SECTION 18. PROTECTION OF DISTRICT PROPERTY: In the event of any damage to District property located upon consumer's property which arises out of any act of consumer or agents, employees or independent contractors upon the premises, the cost of repairs or replacement shall be the responsibility of the consumer, and full payment or reimbursement to District therefore may be imposed by District for the continuation of service.

SECTION 19. CHANGE OF OCCUPANCY; TERMINATION OR TRANSFER OF SERVICE: It shall be the obligation of the consumer to notify the District of change of occupancy or ownership of property as it relates to standby or connection fees or other circumstances for which termination or transfer of service is requested. The consumer shall be responsible for all service charges incurred to the date upon which written or personal notification is received by District, after which District shall have a reasonable time not to

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exceed seventy-two (72) hours in which to discontinue service. As a convenience to consumers, District will accept telephone notice to discontinue or transfer service, provided written notice is given to District within seventy-two (72) hours thereafter. If no written notice is received within seventy-two (72) hours, the District is not required to discontinue service.

SECTION 20. RESUMPTION OF SERVICE: After termination or discontinuance of service as provided herein, the District may require as a condition precedent to service resumption payment in full or adequate security in the form of security deposits to cover all costs reasonably incurred by District as the result of such termination or discontinuance, including any re-connection fees, meter installation or removal and re-installation costs, inspection costs, or other costs incident thereto in accordance with District's schedule of fees and costs for such services then in effect.

SECTION 21. CONTINUITY OF SERVICE: The District will at all times use reasonable diligence to provide continuous service, and having used reasonable diligence, shall not be liable to the consumer for failure or interruption of continuous service. The District shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accident, litigations, breakdowns, shutdowns for repairs or adjustments, acts of sabotage, terrorism (domestic or foreign) enemies of the United States, wars, governmental interference, acts of God or other causes beyond its control.

SECTION 22. MAINTENANCE AND STANDARDS: All pipes, conduits or other component parts of service installed in or upon the premises of a utility or stormwater system consumer shall conform to District standards of type, quality, quantity and regulations regarding installation. Consumer shall be responsible for maintaining all on site facilities in proper repair, and shall not alter or modify any interconnection of service without first notifying District and securing approval therefore in writing or by permission from an authorized representative of

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District's utility department. Unauthorized alteration or modification of any on site utility service interconnection may result in immediate termination of the affected service and repair or restoration by District or at its direction at the consumer's costs.

SECTION 23. METERS: Each consumer of the District receiving water or effluent service must have a water meter and an effluent meter which measure flow and which the ultimate basis for water and effluent charges. All water and effluent meters shall be furnished by, installed by and remain the property of the District and shall be accessible to and subject to its control. Meters are not transferable to another residence or business site. The consumer shall provide meter space to the District at a suitable and readily accessible location and when the District considers it advisable, within the premises to be served, adequate and proper space for the installation of meters and other similar devices.

Before a meter is installed, all applicable meter fees, connection fees and any other applicable fees and charges must be paid.

The meters to be furnished by the District shall be sized to be compatible with the existing line and main sizes according to District standards and specifications at the consumer's expense. The consumer shall be required to provide a proper service connection and service line in accordance with the District standards and specifications. Meter sizes, other than those originally specified or intended, shall be as approved by the District Engineer and the District Manager.

SECTION 24. ALL WATER AND EFFLUENT THROUGH METER: That portion of the consumer's installation for water and effluent services shall be arranged so that all water and effluent service shall pass through the meters. No person shall make or cause to be made any connection with any main, service pipe, or other pipes, appliances or appurtenance used for or in

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connection with the District's water and effluent systems in such manner as to cause to be supplied water or effluent from such plant to any faucet or other outlet whatsoever without such water or effluent passing through a meter provided by the District and used for measuring and registering the quantity of water or effluent passing through the same, or make or cause to be made, without the consent of the District, any connection with any such plant or any main, pipe service pipe or other instrument or appliance connected with such plant in such manner as to take or use, without the consent of the District, any water or effluent.

SECTION 25. METER TESTING: The District reserves the right to remove the meter and check, repair, or replace it at any time at no cost to the consumer. Should a consumer desire his meter to be checked at any time, he may have this work done by submitting a written request accompanied by a fee in accordance with the rate schedules of the District in effect at the time of such testing. Should the meter be tested and found to be registering over two (2%) percent more than is actually used, the last three months service bill will be adjusted accordingly, the meter will be repaired or replaced, and the fee returned. In any other case, the amount of the fee shall be retained by the District to defray the cost of testing.

SECTION 26. BACKFLOW PREVENTION DEVICE REQUIREMENT, TESTING, REPAIR AND REPLACEMENT: The Florida Administrative Code requires Public Water Systems to maintain a Cross Connection Control (CCC) Plan. The purpose of the CCC Plan is to prevent backflow through cross-connections of the various types of customer connections with the Dunes CDD Public Water System. All potable water service connections served by the District must be equipped with a properly configured and functioning backflow prevention device. All non-single family residential account customers within the District are responsible for installation, testing and repair of the backflow prevention device connected to the public water system.

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An annual test of each testable backflow prevention device is required and shall be performed by a state-certified backflow prevention device tester. The District shall perform or have performed backflow device testing annually and shall charge the customer for applicable services as referenced in Schedule A - Water, Wastewater and Effluent Rates and Charges.

A copy of the annual device test report shall be provided to the customer. When device testing results indicate failure of the test criteria, the District shall provide a written notice to the customer indicating a failed test result was realized. The customer shall be provided ten (10) working days from the date of written notification to repair or replace the device and provide copy of passing test result performed by certified device tester to the District. Should the District fail to receive the certified passing test result within the allotted time, the District shall perform, or have performed by state certified fire device testing and repair company, the necessary device repairs or replacement and re-test activities and charge the billing account on file for all related costs. Failure to comply with the provisions of this notice may result in termination of service.

SECTION 27. DAMAGING, TAMPERING WITH, ALTERING, FACILITIES OF UTILITY PLANT OR SYSTEM INCLUDING THE STORMWATER SYSTEM: No person shall: damage or knowingly cause to be damaged or take any action which reasonably could be expected to damage any meter or water, wastewater or effluent facilities connected with or belonging to a District water, wastewater or effluent system, or stormwater system, or tamper or meddle with any meter or other appliance or any part of such system in such manner as to cause loss or damage to the District; prevent any meter installed for registering water or effluent from registering the quantity which otherwise would pass through the same; alter the index or break the seal of any such meter; in any way hinder or interfere with the proper action of just registration of any such meter; fraudulently use, waste or suffer the loss of water or effluent passing through any such meter, pipe or fitting, or other appliance or appurtenance connection

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with or belonging to such system after such meter, pipe, fitting, appliance or appurtenance has been tampered with, injured or altered. No person shall operate or tamper with any hydrant belonging to the District. Any such damage, tampering with, operating, or tampering with the Facilities of the District will result in the individual or entity being prosecuted to the full extent of the law.

SECTION 28. PRIVATE FIRE SERVICE CONNECTION: A private fire service connection is to be used for fire purposes only and is to have no connection whatsoever with any service lines or outlet that may be used for other than fire purposes. There shall be a backflow preventer installed by the consumer at his expense in each such connection, as authorized by the District.

The consumer shall not draw any water whatsoever through this connection for any purpose except the extinguishing of fires, or for periodic tests of the fire system, which tests shall be made in the presence of a representative of the District. Any authorized representative of the District shall have free access to the building at any reasonable time for the purpose of inspecting any of the equipment.

The consumer shall set in this connection at the point of delivery, a District approved double detector check valve assembly with a by-pass on which shall be set a meter, installed and approved by District at consumer's expense, the purpose of which shall be to indicate whether or not water is being used through this connection and for the further purpose of showing any leakage, if same exists. All meters shall become the property of the District.

Any private fire service connection that incorporates extraneous usages (e.g. fire pump packing flushing, accessible hose or fire line connection, unsecured service outlet, ETC.) shall require review and approval by the District prior to installation. Private fire service connection

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that incorporates such extraneous usages or potable water service shall be subject to the charges set forth in Schedule A Water, Wastewater and Effluent Rates and Charges.

Violation by the consumer of any of the regulations in this section shall justify the District to disconnect said pipe or pipes, or stop the flow of water through same.

The right is reserved by the District to shut off the supply at any time in case of accident, or to make alterations, extensions, connections, or repairs and if possible, the District agrees to provide notice of scheduled service interruption.

The District does not make any guarantee as to a certain pressure in the pipe or in the main supplying same, and shall not be, under any circumstances held liable for loss or damage to the owner for a deficiency or failure in the supply of water, whether occasioned by shutting off of water in case of accident or alteration, extensions, connections or repairs, or for any cause whatsoever.

When fire line valves or connections are used in case of fire or for any other reason whatsoever, the consumer shall immediately notify the District and the District shall forthwith reseal the used valves or connections.

SECTION 29. TERMINATION OF SERVICE: All utility service shall be pursuant to proper permit or application, which procedure accords the District the opportunity to provide for orderly expansion of facilities and regulation thereof in a manner calculated to ensure continuous service to all consumers. Inherent in this obligation is the governmental prerogative of necessity to terminate consumption which is adverse to the continuous, orderly and uninterrupted operation and maintenance of its utility service. Accordingly, the District reserves the right by unilateral act in its sole discretion to refuse service, or to terminate service temporarily, or to discontinue service in all instances when conditions exist which would constitute an emergency

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of public concern, or when the providing of any service would constitute a threat to the safety, health or welfare of consumers generally or a significant portion of the consumer population.

When discontinuance or termination of service can be remedied by an act of the consumer, District shall provide notice of remedial action to the consumer in order that service may be continued uninterrupted. The consumer shall complete remedial action within ten (10) working days after notice is provided. Acts considered to be remedial by the consumer, and for which service may be temporarily terminated, discontinued or interrupted are the following:

- (a) Failure to pay for service as described in Section 14.
- (b) Failure of consumer to meet provisions of agreements with the District.
- (c) Failure to correct deficiencies in piping or other components upon consumer's property after reasonable notice thereof.
- (d) Use of service for any other property or purpose than described in the permit or application.
- (e) When requested by consumer, in which case resumption of service shall be accomplished in accordance with District policy as herein provided.

The District reserves the right by unilateral act in its sole discretion to refuse service, terminate service temporarily, or to discontinue service without notice under the following circumstances:

- (a) Causing, or allowing to exist, a hazardous condition with respect to the location, use of, or access to any utility service or component.
- (b) Alteration or modification of any transmission or metering component or device used in providing any utility service to the consumer. Any such unauthorized use, if fraudulent, may result in criminal prosecution and may result in restitution of revenue lost to the District as a condition to restoration of service, including costs of repair or restoration of any meters or

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components to normal service condition, as shall be determined by District.

(c) Total or partial destruction of, or abandonment of, any structure, including any vacancy for a duration which, in District's opinion, may create a hazardous or unsafe condition or constitute a nuisance.

SECTION 30. AMENDMENTS TO RATE SCHEDULE: Rate schedules are attached hereto as an exhibit, being identified as: Schedule "A", Water, Wastewater and Effluent Rates and Charges; Schedule "B" Water, Wastewater and Effluent Rates and Charges for Contributed Property and Schedule "C" Special Rate Structure. These rate schedules may be amended from time to time by the Board of Supervisors in accordance with Chapter 190, F.S., and the contractual agreements of the District.

PART II WATER, WASTEWATER AND EFFLUENT UTILITIES

SECTION 31. CONSERVATION:

A. Daily Operations: As a provider of irrigation services, the District encourages the conservative and judicious use of water for irrigation purposes within the District. The following water conservation measures shall be in effect at all times:

1. Use of irrigation water is prohibited between the hours of 10:00 a.m. and 4:00 p.m., Saturday through Thursday, and is prohibited entirely on Fridays.
2. Residential Customers: On days other than Fridays, residential customers whose addresses end in even numbers (e.g., 634 Dunes Drive) may irrigate during permitted hours on Tuesdays, Thursdays and Sundays. On days other than Fridays, residential customers whose addresses end in odd numbers (e.g., 635 Dunes Drive) may irrigate during permitted hours on

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Mondays, Wednesdays and Saturdays.

3. Common Area Customers shall present a conservation plan to the Board for consideration and approval to address the specific circumstances of the common areas.
4. Golf Course Customers: Golf Course customers shall be limited to an average 500,000 gpd of irrigation during the time when conservation measures are in effect.
5. Irrigation of newly planted turf, sod or landscaping is exempt from the requirements of this rule, provided that notice of such use is provided in writing to the District prior to planting. Such exemption shall remain in effect for a period of thirty days. Each account shall be entitled to one exemption per calendar year except by affirmative vote of the Board of Supervisors.

Any and all utility customers whose irrigation usage exceeds the limits included in this section may be charged double commodity rates (i.e., the commodity rate then in effect shall be multiplied by two) for the overage. Failure to abide by conservation measures imposed by this rule may result in discontinuance of irrigation service in the sole discretion of the District.

B. Emergency Operations: When the District's supply of irrigation water becomes critically low and/or the District's ability to produce irrigation water is reduced, the District Manager, in consultation with the District Engineer, may determine that the District implement the following emergency water conservation measures:

1. Residential Customers' irrigation shall be limited to two days per week, during the hours permitted under A.1 above;
2. Golf Course Customers' irrigation shall be limited to a specified volume

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per week. The specified volume shall be determined at the time emergency operations are instituted.

The District will operate under these emergency measures until the District Manager, in consultation with the District Engineer, determine that the District's irrigation storage levels have become acceptable and/or the District's ability to produce irrigation water has returned to normal levels.

Utility customers will be provided notice of implementation of emergency operations as soon as possible upon a determination of necessity by the District. Advance notice is not required. Notice may be provided by posting signs, mailing notice to customers, various forms of electronic communication, or any other manner deemed reasonable by the District Manager.

In order to provide for local implementation of the water conservation rule for landscape irrigation of the St. Johns River Water Management District, the District hereby adopts the St. Johns River Water Management District Rule 40C-2.042(2)(a) and (b), F.A.C. with the following exceptions:

40C-2.042 (2)(a)1. g. – Delete this section.

Violation of any provision of this rule shall be subject to the following penalties:

First violation	Written Warning
Second violation	\$50.00
Subsequent violation	Fine not to exceed \$500

Each day in violation of this Ordinance shall constitute a separate offense. Failure to abide by conservation measures imposed by this rule may result in discontinuance of irrigation service in the sole discretion of the District. In addition, the District may take any other appropriate legal action, including, but not limited to, injunctive action to

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enforce the provisions of this Article.

SECTION 32. GENERAL; DECLARATION OF POLICY: The District owns, operates and maintains water, wastewater and effluent systems which serve residents within the District. New development may require the extension of mains to provide service, as well as expansion of facilities to accommodate new development. In some instances, the District in anticipation of expansion of its systems due to growth and development has already provided mains for service thereof. The cost of providing extensions, notifications, and expansions of facilities is to be borne by property owners, builders or developers within the District's area to defray the costs of these extensions, notifications, and expansions. The allocable share of each is to be charged as described herein. It is the declared policy of the District by this Rule to establish a uniform method of determining charges for availability of services so that all such contributions shall be non-discriminatory among the various consumers served by the District's systems and shall be applied as nearly as possible with uniformity to all consumers and prospective consumers within District's service areas. District specifically reserves its rights to fix and determine rates, charges and contributions required for the provisions, consumption, operation, maintenance, extension, and expansion of its utility services as provided herein and as authorized by law including but not limited to the ability to enter into developer agreements to ensure the orderly and timely provision of service. Each consumer is hereby notified that the District, in the exercise of its governmental responsibility to provide for the welfare of all consumers of its utility services, has the authority and responsibility to amend its schedules of rates, charges, and contributions from time to time to ensure the perpetuation of service.

SECTION 33. EASEMENTS AND RIGHTS OF WAY: As a prerequisite to the

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construction or installation of any effluent, water distribution or wastewater collection lines or appurtenances proposed to be connected to the facilities of the District, the developer shall agree to grant to the District all easements or rights of way required by the District and pertaining to the proposed facilities. Such grant or conveyance shall be in the form satisfactory to the District. Such conveyances, when located on the property of developer, shall be made without cost to the District. District reserves the right to require such easement or right of way to the point at which the meter is proposed to be installed or at the point of delivery of service, being the point at which the facilities of District join with consumers. Such easements and right of way shall be conveyed and accepted upon completion, approval and acceptance of the work done by developer.

SECTION 34. INSPECTION: The District shall inspect the installation of all effluent, water distribution or wastewater collection facilities installed by developer or developer's contractors at the point of delivery, which facilities are proposed to be transferred to the District for ownership, operation and control. These facilities must meet the same infiltration criteria as that of District owned systems. Such inspections are intended to assure that effluent, water and wastewater lines and/or lift stations are installed in accordance with approved designs and are further consistent with the criteria and specifications governing the kind and quality of such installation. Representatives of the District may be present at tests of component parts of effluent or water distribution or wastewater collection systems for the purpose of determining that the facilities, as constructed, conform to the District's criteria for exfiltration, infiltration, pressure testing, line and grade. Such tests will be performed by developer or developer's contractor, but only under the direct supervision of the engineer of record or his authorized inspector. The results of such testing shall be certified by the engineer of record. The District shall be notified at least 48 hours prior to any inspections or testing performed in accordance

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with these regulations.

SECTION 35. TRANSFER OF CONTRIBUTED PROPERTY - BILLS OF SALE: Each developer who has constructed portions of the effluent and water distribution and wastewater collection system prior to interconnection with District's existing facilities, shall convey such component parts of the effluent and water distribution and wastewater collection system to District by bill of sale in form satisfactory to the District, together with such evidence as may be required by District that the effluent and water distribution and wastewater collection system proposed to be transferred to District is free of all liens and encumbrances, prior to the District providing service to the property.

Any facilities in the category of consumers lines, plumbers lines or consumers installation, located on the discharge side of the effluent or water meter or on the consumer's side of the point of delivery of service shall not be transferred to District and shall remain the property of developer, a subsequent owner-occupant or their successors and assigns. Such consumer's lines, plumbers lines or consumers installation shall remain the maintenance responsibility of developer or subsequent consumers.

District shall not be required to accept title to any component part of the effluent or water distribution or wastewater collection system as constructed by developer until the District Engineer has approved the construction of said lines, accepted the tests to determine that such construction is in accordance with the criteria established by District and the Board of Supervisors has evidenced its acceptance of such lines for District's ownership, operation and maintenance.

Developer shall maintain accurate cost records establishing the construction costs of all utility facilities constructed by developer and proposed to be transferred to District. Such cost

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information shall be furnished to District concurrently with the bill of sale and such cost information shall be a prerequisite for the acceptance by District of the portion of the effluent or water distribution and wastewater collection system construction by developer. District may refuse connection and deny the commencement of service to any consumer seeking to be connected to portions of the effluent or water distribution and wastewater collection system installed by developer until such time as the provisions of this paragraph have been fully met by developer or developer's successors or assigns.

SECTION 36. IMPROVEMENTS AND EXTENSIONS TO EFFLUENT, WATER AND WASTEWATER SYSTEM AND UTILITY INSPECTION FEES: The District shall be responsible for the financing, construction and operation of major mains, lift stations, force mains and related appurtenances hereinafter referred to as major facilities as identified in the District's Utility Master Plan; provided however that the District may enter into agreements with one or more developers to provide for the funding of such facilities. Any other distribution or collection facilities not specifically identified in said plan will be the responsibility of the landowner and/or developer hereinafter referred to as "subdivision facilities." The subdivision facilities will be designed in accordance with District standards and the developer may choose one of the two following procedures for the design and construction of subdivision facilities:

1. Developer may request the District, through its consulting engineers to design the subdivision facilities and shall advance the funds to the District as required to pay engineering invoices incurred by the District in said design. Such advances will be non-reimbursable and may be required to be posted in total prior to the District's authorization for its engineers to commence the work.

Upon the completion of the design the District will solicit competitive bids and award same in accordance with the provisions of Chapter 190 F.S. for the construction of the

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subdivision facilities. The award will be contingent upon the developer advancing to the District funds in the amount of the accepted bid plus 25% for engineering, legal and contingencies. Upon the completion of the subdivision facilities, any monies remaining will be returned to developer within 30 days of receipt of the engineer's certification of completion.

2. Developer may choose his own engineer to design the subdivision facilities in accordance with District rules and regulations and in accordance with the District's design criteria specified in the Manual of Design Standards and Specifications for Dunes Community Development District (Water, Wastewater and Effluent Reuse Construction) 1994 (latest edition) which by reference is incorporated herein, and submit same to the District for review which upon the submittal, developer will pay to the District a permit fee in accordance with Section 4.h.of Schedule A of these rules.

Upon the completion of the design and approval of same by the District, developer may contract directly with a company who has knowledge, professional licenses and expertise in the installation of effluent and water distribution and wastewater collection facilities to install the subdivision facilities. District shall be notified prior to the commencement of construction and will make periodic inspections of the work. Developer agrees to pay to the District an amount equal to 6% of the 110% of the contract amount which will be used to pay engineering, legal, and administrative expenses. District will utilize the amount posted by developer to pay the actual inspection cost and upon completion and certification of the subdivision improvements, any amounts remaining will be reimbursed to the developer within 30 days of receipt of the engineer's certification of completion.

SECTION 37. WASTEWATER SYSTEM PROHIBITIONS: The District is responsible for the financing, construction, and operation of sanitary sewer collection system gravity mains, lift stations, force mains, wastewater treatment facility and related appurtenances hereinafter

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referred to as the District Sanitary Sewer System (DSSS). No user of the DSSS shall contribute or cause to be contributed, either directly or indirectly, any pollutant or wastewater which shall cause pass through or interference of the DSSS, and no user shall interfere with the operation or performance of the DSSS. These general prohibitions apply to all such users of the DSSS, whether the user is subject to national categorical pretreatment standards or any other national, state, or local pretreatment standards or requirements.

Further, a user may not contribute any of the following substances into the DSSS: any liquids, solids or gases having nature or quantity sufficient, either alone or by interaction with other substances, to cause fire or explosion or be injurious in any other manner; solid or viscous substances which may cause obstruction to the pipe flow or other interference with the operation of the wastewater treatment facilities, such as, but not limited to, grease, garbage with particles greater than one-half inch, sand, spent lime, stone or marble dust, metal, glass, grass clippings, rags, spent grains/ hops, waste paper, wood, plastics, gas, tar, asphalt residues, lubricating oil, mud, or glass grinding or polishing wastes; any wastewater having a pH less than 5.5 or greater than 9.0 or wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment, or personnel of the DSSS; any wastewater containing toxic pollutants in sufficient quantity, either singularly or by interaction with other pollutants, that may injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of the DSSS effluent, or exceed the limitation set forth in a categorical pretreatment standard; any noxious or malodorous liquids, gases, or solids which, either singularly or by interaction with other wastes, are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for maintenance and repair; any substance which may cause the DSSS effluent or any other product, such as residues, sludge, or scum, to be unsuitable for reclamation and reuse or to interfere with the reclamation process,

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sludge use or disposal criteria; any substance which will cause the DSSS to violate its NPDES or DEP permit, or causes the DSSS to violate sludge disposal permits, or causes the DSSS to exceed water quality based effluent limitations of the receiving waters; any wastewater having a temperature which will inhibit biological activity in the DSSS resulting in interference, but in no event wastewater with a temperature at the introduction into the DSSS which exceeds 40 degrees Celsius; any pollutants, including oxygen demanding pollutants (BOD, etc.), released at a flow rate and/or pollutant concentration which a user knows or has reason to know will cause interference to the DSSS; any wastewater containing any radioactive wastes; any wastewater which causes a hazard to human life or creates a public nuisance; any petroleum-based product, including petroleum distillates and other petrochemicals, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through; trucked or hauled pollutants, except as designated by the utility manager; hazardous wastes as defined in 40 CFR 261; any intentional introduction of wastewater derived from a source other than the District public water supply system, unless authorized by the utilities manager or agreement authorized by the District Board of Supervisors; any swimming pool discharge; any intentional introduction of stormwater runoff or surface water inflow; any pollutants which result in the presence of toxic gases, vapors, or fumes within the DSSS in a quantity that will cause acute worker health and safety problems.

When the District determines that any user is contributing to the DSSS any of the above enumerated substances in such amounts as to interfere with the operation of the DSSS, the utility manager shall advise the user of the impact of the contribution to the DSSS, develop effluent limitations for such user to correct the interference with the DSSS, and implement an appropriate schedule for monitoring the effluent to ensure compliance with this Section.

SECTION 38. MANAGEMENT OF FATS, OILS AND GREASES:

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If the District determines that a source has caused or is likely to cause a discharge of oil, grease, or sand into the DSSS, the District will require the installation, operation, and maintenance of an interceptor at the source to minimize or eliminate such discharges. The facility owner for such source will be responsible for installing and operating the required interceptor in compliance with these Rules. For purposes of implementing these Rules, restaurants, grills, hotel kitchens, bars, cafeterias, clubs, grocery stores, delicatessens, and multi-family condominium facilities, are presumed likely to discharge oil, grease, or sand into the DSSS.

Facilities likely to discharge fats, oil, and grease, which are newly proposed or constructed, or existing facilities which shall be expanded or renovated to include a food service facility where such facilities did not previously exist, shall be required to install an approved, properly operated and maintained oil and grease interceptor.

The District will review development plans, existing and proposed building uses to determine whether a grease interceptor is required. The design and installation specifications for required interceptors shall be prepared by licensed Engineer and shall be constructed by licensed Contractor in conformance with the Florida Plumbing Code, Florida Administrative Code, and other applicable Federal, State and Local laws, rules, and regulations. The Engineer shall also provide the owner with the interceptor manufacturer's operation and maintenance manual. The manual shall be maintained and available at owner facility for review by District personnel.

Any person required to install or continue using an interceptor under this Section shall be required to operate and maintain the interceptor in good working condition and in accordance with these Rules at the owner's sole cost.

Cleaning and maintenance shall be performed by the user. Cleaning shall include the complete removal of all contents, including floating materials, wastewater, and bottom sludge and solids.

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Decanting, back-flushing, or discharging of removed wastes back into the oil and grease interceptor from which the waste was removed or any other oil and grease interceptor, for the purpose of reducing the volume to be hauled and disposed is prohibited.

The permittee must clean and maintain the interceptor in accordance with the manufacturer's operation manual or as further described in these Rules if more stringent. All Devices shall be pumped out completely at a minimum frequency of **once every ninety (90) days**, or more frequently as needed to prevent carry over of oil and grease into the collection system. Any pumping frequency will be adjusted in writing should it be determined by the Utilities Manager or designee that based on flows, quantity of oil and grease in the discharge, volume of business, hours or operations and seasonal variations, a more frequent pumping schedule is required to maintain compliance with other sections of this rule provision. All Devices shall be deep cleaned **annually** to include pressure cleaning or scraping of the walls, baffles, cross pipes, inlet, and outlet tees and inspected by the user.

Pumpage from oil and grease interceptors and oil/water separators shall be tracked by a manifest that confirms pumping, hauling, and disposal of waste. This manifest shall contain the following information:

Generator Information: Name, Signature, Contact Person, Address, Telephone No.,
Date, Time, and Volume pumped

Transporter Information: _____ Company Name, Address, Telephone No., Driver Name/
Signature, _____

Date, Time and Volume Pumped

Disposal Site Information:	Company Name, Facility Permit #, Address, Telephone No.
	Contact Person(s), Location of Disposal Site/Facility
	Delivery Date, Time and Volume Treated
	Driver Name, Signature, and Vehicle No.
	Name and Signature of Operator Verifying Disposal

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The Owner must keep cleaning, maintenance, transport and disposal manifests and repair records for three years thereafter. The permittee must provide the District with access to such records upon reasonable notice during normal business hours.

The permittee must grant the District access to the permittee's facility to allow the District to conduct inspections, at a frequency based generally on the interceptor device pumping and cleaning frequencies described in these Rules.

Any user in the Fats, Oil and Grease Program found in violation of the provisions in these Rules shall be served by the District with written notice by personal delivery by an authorized District employee or by registered or certified mail that states the nature of the violation and providing a reasonable time limit for satisfactory correction of the violation. The affected user shall permanently cease all violations within the period specified in the notice.

The District Board of Supervisors by resolution may adopt other reasonable fees as deemed necessary to carry out the requirements set forth in this rule provision. These fees relate solely to the matters covered by the rule provision and are separate from all other fees, fines, and penalties assessed by the District. These fees are charged to recover the direct costs incurred by the District to implement and enforce the Fats, Oil and Grease Program.

SECTION 39. REFUNDABLE ADVANCES: The District may require, in addition to the contribution provisions set forth herein, a refundable advance by developer to further temporarily defray the cost of any off site extension of effluent and water and/or wastewater mains and pumping stations necessary to connect the developer's property with the terminus of the District's effluent and water and wastewater facilities adequate in size to provide service to the subject property. However, this Rule recognizes instances in which a developer may be required to advance the hydraulic share applicable to other undeveloped property in order that off

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site facilities may be constructed to serve developer's property and at the same time be sized in accordance with the District's master plan. All amounts expended by developer, over and above developer's hydraulic share for off site facilities shall be refunded to developer in accordance with the terms and conditions of a refunding agreement which the District will execute with developer. The refund agreement shall provide for a plan of refund based upon the connection of other properties, to the extent of their hydraulic share, which properties will be served by the off site facilities installed by developer. Notwithstanding the provisions of this section, the District will limit the life of such refund agreement to a term to be negotiated in said refunding agreement. The District at its sole option may include interest upon the refund of developer's advance and provide for same in the refunding agreement.

SECTION 40. CUSTOMER PROPERTY REQUESTS: In the event the District must perform work for customers, the District has the right to charge the actual labor rate of the District employees, actual material costs, and equipment used at the latest FEMA Equipment Rates as published. The District at its sole discretion will decide if they will perform the work. In the event it is not clear where the repair must be made (whether customer or District property) the District shall provide the diagnosis of the repair at the District's own cost. The District at its sole discretion may decide to use contractors to perform this work and the customer will be charged for this work.

SECTION 41. AFTER HOURS CUSTOMER REQUESTS: For afterhours customer requests, the District shall charge a Minimum of \$500.00 per trip to the Customer's Property. Failure to pay for any of these services will result in the District shutting off water, sewer and reclaimed water service.

SECTION 42. SEVERABILITY: If any section, subsection, sentence, clause, phrase, or portion of this Rule is for any reason held invalid or unconstitutional by any court of competent

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jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Specific Authority: Chapter 190.035(1); 120.54, Florida Statutes

Law Implemented: Chapter 190.031, 190.035(1), 190.036, 190.037, 190.041, 190.012(1) Florida Statutes

History - Adopted March, 1989; Revised October, 1993; Revised October, 1995; Revised October, 1996; Revised February 12, 1999; Revised April 14, 2000; Revised August 11, 2000; Revised October 13, 2000; Revised January 11, 2002; Revised October 11, 2002.; Revised August 13, 2004; Revised April 13, 2007; Revised February 13, 2009; Revised December 20, 2013; Revised

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APPENDIX A
PERTINENT DEVELOPER AGREEMENTS**

D.

Public Facilities Report

October 2021



**Dunes Community Development District
101 Jungle Hut Road
Palm Coast, FL 32137**

Developed in Accordance with Florida Statutes 189.415

**Prepared: David C. Ponitz, P.E.
Utility Manager
Dunes Community Development District
101 Jungle Hut Road
Palm Coast, FL 32137**

I. PURPOSE AND SCOPE

This Special District Public Facilities Report has been prepared for the Dunes Community Development District (the District) to comply with the requirements of 189.415, Florida Statutes. This report is intended to provide a general description of all public facilities owned and operated by the District along with facility expansion program needs underway or proposed within the next five (5) years.

II. GENERAL INFORMATION

The District, located in Palm Coast, Florida and established in 1985, provides stormwater management, wastewater treatment and collection, water treatment and distribution and reclaimed water service to the residents of the District. The District is approximately 5.5 miles in length and encompasses approximately 2,200 acres. The District is comprised of four communities: Hammock Dunes (908 acres), Ocean Hammock (435 acres), Hammock Beach (364 acres) and Yacht Harbor Village (92 acres). The District owns and operates a 1,440,000 gallon per day (GPD) water treatment plant, a 710,000 GPD wastewater treatment plant, a reclaimed water treatment and distribution system serving a public access landscape irrigation service area comprised of residential and common areas and golf courses totaling approximately 1,000 acres having a rated disposal capacity of 7.74 Million GPD, the stormwater management system, the Hammock Dunes Toll Bridge, the roadways Camino del Mar and Hammock Dunes Pkwy and all the structures, piping, pumps, and appurtenances necessary to operate and maintain these systems.

The general description of the boundaries of the four (4) communities serviced by the District is as follows: Hammock Dunes is generally bounded on the north by Jungle Hut Road; to the east by the Atlantic Ocean; to the west by State Road A1A north of Island Estates and by the Intracoastal Waterway in Island Estates; and to the south by the southernmost point of Island Estates west of State Road A1A and to the south by Varn Park east of State Road A1A. Ocean Hammock and Hammock Beach are bounded to the south by Jungle Hut Road, to the east by the Atlantic Ocean, to the north by Malacompra Road, and to the west by State Road A1A. Yacht Harbor Village is bounded by State Road A1A to the east, the Hammock Dunes Toll Bridge to the south, the Intracoastal Waterway to the west, and Jungle Hut Road to the north.

Development within the District has proceeded in accordance with a planned, phased approach. The District is largely comprised of single-family residential, multi-family residential, common areas (roadway islands, scenic sidewalk routes, etc.) and recreational areas (e.g. golf courses). The phases of development are as follows:

Phase I, Hammock Dunes:

This development phase encompasses the Hammock Dunes and Island Estates communities, which account for approximately 1,256 residential units, of which 1,152 are platted and/or permitted and 104 are planned but not platted/permitted. There are 727 single-family residential home sites (688 platted/permitted and 39 planned) and 529 condominiums units (464 platted/permitted and 65 planned). This phase has a total area of approximately 908 acres. There is an estimated total of 578 acres of residential and common areas requiring irrigation. The 96-acre Hammock Dunes Golf Course also requires irrigation. The infrastructure has been completed and the development is at approximately 89.3% of build-out (1,029 residential units

out of planned/permitted total of 1,152 units). The transportation and utility infrastructure elements are complete except for small improvements solely serving new planned but not platted/permitted developments.

Phase II, Ocean Hammock and Phase III, Hammock Beach:

Phase II encompasses the Ocean Hammock community, which accounts for approximately 609 residential units. This phase has a total area of approximately 435 acres. The 124-acre Ocean Hammock Golf Course runs throughout both the Ocean Hammock and Hammock Beach communities. The Phase II (Ocean Hammock) portion includes approximately 314 single-family residential home sites, 20 hotel units and 275 condominiums units.

Phase III encompasses the Hammock Beach community, which accounts for approximately 975 residential units. This phase has a total area of approximately 364 acres. The Hammock Beach and Ocean Hammock communities have approximately 201 acres under irrigation. The 124-Acre Ocean Hammock Golf Course, which runs throughout both the Ocean Hammock and Hammock Beach communities, is irrigated as well. The Phase III (Hammock Beach) portion includes approximately 489 single-family residential home sites and 486 condominiums units. The infrastructure is complete, and the combined Phase II and III development is at approximately 83.5% of build-out (1,323 residential units out of a potential of 1,584 units). The transportation and utility infrastructure are complete.

Phase IV, Yacht Harbor Village:

This development phase encompasses the Yacht Harbor Village community, which accounts for approximately 293 residential units. This phase has a total area of approximately 92 acres. This development includes 205 single-family residential home sites and 88 condominiums units. The infrastructure has been completed and the development is at approximately 50.5% of build-out (148 residential units out of a potential of 293 units). The transportation and utility infrastructure are complete. This phase also includes a marina with 210 boat slips.

III. EXISTING PUBLIC FACILITIES

A. Potable Water Facilities

1. The District's raw water supply is realized from three (3) wells having submersible well pumps rated to deliver 615 gallons per minute each for a total pumping capacity of 2.66 million gallons per day (MGD). Two of the District's wells are located adjacent to its water and wastewater treatment facility on 101 Jungle Hut Road and a third well is located at 302 Hammock Park Lane. Water from these wells is treated by a reverse osmosis water treatment facility. The original water treatment facility, completed and placed into operation in August 2007, had a rated treatment capacity of 0.72 (MGD). Prior to construction of the water treatment facility, the District previously purchased potable water from the City of Palm Coast. The District and the City of Palm Coast have a current Interlocal Agreement in place that provides conditions for an existing interconnection between the two potable water systems in the event of emergencies or other planned system maintenance activities. The existing potable water interconnections were utilized as a source for meeting potable water demands between April 30 – May 3, 2021 to perform unscheduled repairs of

the water treatment plant concentrate main damaged by an underground boring contractor working in the vicinity of Jungle Hut Rd.

2. The District's water treatment facility is currently rated and permitted to produce up to 1,440,000 gallons per day (gpd) or 1.44 MGD of potable water. The Dunes CDD water treatment plant capacity was increased from 0.72 MGD to 1.44 MGD in May 2015. The District also realizes a potable water storage capacity of 750,000 gallons with a ground storage tank located at the water treatment facility. In April 2019, the District prepared and submitted an updated Capacity Analysis Report (CAR) for the water plant and related facilities to the Florida Department of Environmental Protection (FDEP) as is required every five (5) years. The FDEP accepted the District's updated CAR findings that illustrated the District's potable water supply, treatment, pumping and storage facilities are sufficiently sized to meet the projected service area finished water demand for the next ten (10) year operating and planning horizon. It is further anticipated that the current 1.44 MGD treatment plant capacity is sufficiently sized to meet the future potable water needs of the District's fully built-out community as currently planned.
3. The District has a Consumptive Use Permit (CUP) from the St. Johns River Water Management District (SJRWMD) that extends to the year 2024. This permit was modified most recently in August 2016. For calendar year 2021, the CUP allows the District to withdraw up to 318.28 Million Gallons (MG) annually, or 872,000 GPD, on an annual average day basis, for potable water production and use. Groundwater withdrawals utilized to produce the current annual average day potable water demand for the District's water service area is approximately 552,000 GPD or 64% of the current year CUP allocation. Groundwater withdrawal allocations contained in the CUP increase incrementally each year based on projected growth rates expected to occur within the District's water service area. The current permit provides an allowable groundwater withdrawal allocation of 891,000 GPD (annual average) in the year 2024.

In July 2019, the District prepared and submitted a Ten (10) - Year Compliance Report to the St. John's River Water Management District (SJRWMD) in accordance with CUP Condition 33. Noting the current District water supply service area is well-defined, future increases in water demand are anticipated to be predominantly attributed to the rate of in fill of the remaining vacant/ undeveloped lots and parcels within the District's water service area. Future DCDD water demand projections contained in the recently completed Water Plant Facilities CAR are based on an average service connection growth rate of 1.7% for most recent 5 and 10 – year periods analyzed. The projected future raw water demand for public supply type use based on this recent average growth rate is not anticipated to exceed the DCDD's current groundwater allocations contained in the CUP through the 2024 permit horizon. The District expects that the permitted groundwater withdrawal allocations from the source water supply wells to be enough to meet our potable water production needs through 2024.

4. Water distribution facilities are located throughout the District and consist of approximately 150,000 linear feet of various sized piping ranging from 2, 4, 6, 8, 10, 12, and 16-inch diameter pipes together with valves and fittings. Individual service to residential clusters or neighborhoods is served by mains less than ten (10) inches in diameter. Generally, potable watermain facilities are located within the road right

of ways and are offset from the edge of the pavement. When potable water facilities are located outside of District owned property or lie outside of road rights of way, easements are granted by the developers to the District authorizing the District to access these facilities for maintenance and operational purposes. The District also currently owns and operates approximately 260 fire hydrants and 250 isolation valves serving the potable water distribution system.

5. The most current annual average daily demand for potable water treatment and production is approximately 483,000 GPD. The use is comprised of residential consumption, non-residential consumption, potable irrigation, and system flushing. The current annual period average daily demand represents 34% of the total rated production capacity of the treatment plant.

B. Wastewater, Reclaimed Water, and Irrigation Water Facilities

1. Wastewater collection facilities are located throughout the District and consists of approximately 113,555 linear feet of 8, 10, and 12-inch diameter gravity sewers, 617 wastewater manholes, 23 lift stations with various sized pumps having pumping rates ranging from 40 to 500 gallons per minute, 1 small, grinder lift station serving an Island Estates gate booth and approximately 47,256 linear feet of force mains ranging from 3 to 12-inches in diameter.
2. The Wastewater Treatment Facility, designed and recently expanded to accommodate 710,000 GPD of domestic wastewater, is located on a dedicated utility site of 23 acres located at 101 Jungle Hut Road. Treatment processes include pretreatment (screening and flow measurement), flow equalization, secondary wastewater treatment (sequencing batch reactors), filtration, high-level disinfection along with digestion and solids dewatering and disposal. In April 2019, the District prepared and submitted an updated Capacity Analysis & Expansion Project Update Report for the wastewater plant to the Florida Department of Environmental Protection (FDEP) as is required every five (5) years. Noting the wastewater plant recently permitted facility expansion project was well underway, the FDEP requested an abbreviated CAR along with an accompanying report on the expansion project construction status.

The FDEP accepted the District's updated CAR and project status findings that illustrated the District's recently expanded wastewater facilities are sufficiently sized to meet the projected service area wastewater flows for the next five (5) year operating and planning horizon. The projected annual average daily flow (AADF) is not expected to exceed the current design capacity of 0.71 MGD within a 5 year horizon. The new design capacity of 0.71 MGD, realized upon completion of the DCDD WWTF Expansion and Improvement Project in September 2019, provides necessary capacity for anticipated future year flows and shall not need evaluated until next scheduled permit renewal with FDEP in 2024. Current annual average daily wastewater treatment plant flow is approximately 416,000 GPD or 58% of the permitted capacity.

3. Wastewater Disposal/Reclaimed facilities, capable of providing 3,200,000 GPD of reclaimed water for irrigation service are located at the utility site. These facilities consist of 3.2 MGD sand media filtration and high-level disinfection capacity, and 17.8 million gallons of reclaimed water storage in four on-site lined lagoons.

4. In addition to processing the wastewater into reclaimed water for irrigation of residential lots, common areas and two golf courses, the District purchases highly disinfected reclaimed water suitable for public access reuse from the City of Palm Coast. The District utilizes its 12-inch reclaimed transmission main, which connects the District and the City of Palm Coast's wastewater treatment plants. The District has an interlocal agreement with the City of Palm Coast for procurement of reclaimed water up to a maximum of 2.6 MGD. The most recent annual period average daily flow received from the City of Palm Coast is approximately 1.49 MGD.
5. During periods when peak irrigation demands are realized within the Dunes CDD service area, the District has the capability to supplement the usual District and Palm Coast wastewater facilities reclaimed water sources with brackish groundwater from the Floridian aquifer. The District operates an on-site irrigation supply well which withdraws groundwater from the Floridian Aquifer which is then blended with reclaimed water stored in the on-site lagoons. The District's SJRWMD Consumptive Use Permit (CUP) (No. 51136) authorizes the District to withdraw groundwater up to an annual average of 970,000 GPD from the aquifer to supplement the reclaimed water sources. This resource can only be tapped after the use of reclaimed water has been maximized. In addition to the withdrawal allocation limit, the salt content of this brackish water source further restricts its use. The current annual average groundwater withdrawal rate is approximately 108,000 GPD (or 11% of the allocation). In August of 2016, the SJRWMD modified the District's CUP to allow the use of up to 970,000 GPD of surface water from the storm water collection/retention system as another supplemental irrigation source. This resource greatly enhances our ability to meet peak irrigation demands. The current annual average daily withdrawal from the storm water system is 70,000 GPD.
6. There are essentially two types of public access irrigation water use: golf course irrigation and landscape irrigation for residential and common areas. Three (3) irrigation water pump stations are employed at the District utility site to transmit reclaimed water to users. The Residential Pump Station owned and operated by the District provides reuse water service to residential and common areas; the Ocean Hammock Golf Course and Hammock Dunes Golf Course pump stations, each of which is owned and operated by the respective golf course management entity, provides reuse irrigation service to each respective golf course facility. Currently, the irrigation pumping facilities meet an annual average daily demand of approximately 1,982,000 GPD (Golf Courses: 479,000 GPD; Residential: 1,503,000 GPD).

The residential reclaimed water distribution system consists of approximately 125,148 linear feet of 1.5 through 16-inch diameter reclaimed water main, one reclaimed water booster station, 146 reclaimed valves, and the Residential pump station. As indicated previously, the District neither owns nor operates the golf course irrigation pumping stations or their distribution systems.

7. The District has installed numerous reuse flushing points and reclaimed water flushing hydrants throughout the District to maintain water quality in the reclaimed water distribution system. Although reuse water is treated to advanced secondary treatment standards that include high level disinfection and filtration, the District utilizes a secondary, disk filtration system located at the wastewater plant and downstream of the residential reuse pumping station to improve irrigation water

quality provided for residential landscape irrigation. The current rated capacity of the disk filtration system, upgraded in 2020, is approximately 6,600 gallons per minute or 9 MGD. The residential pump station currently delivers approximately 4,000 gallons per minute during maximum peak irrigation demand periods.

8. Several of the development parcels have been designed with community irrigation services. That is, the Homeowners Association (HOA) control the irrigation water for the individual lots and common areas within HOA. A portion of the reclaimed water service in the District is supplied via a master irrigation meter. Approximately eighteen (18) neighborhoods have master meters.

C. Storm Water Management

1. The Storm Water Management System originally completed and permitted consists of approximately 179 acres of created lakes. In September 2019, the District purchased mitigation bank credits and received a permit modification from the St. Johns River Water Management District (SJRWMD) for marsh mitigation. The lakes and marshes are connected to each other by drainage pipes and various drainage channels. The District owns and operates all public storm drain systems within the District including catch basins, piping, inlet structures, outlet structures, and water control structures.
2. Currently the District owns the wet areas of the storm water management system. The St. Johns River Water Management District has transferred the permits for operations and maintenance of the storm water management systems to the District.

D. Toll Bridge

1. The toll bridge consists of a two-lane high-level fixed structure across the Atlantic Intracoastal Waterway. The bridge is a sixty-five (65) feet above the mean high water of the Atlantic Intracoastal Waterway and approximately 2,600 feet in length. This facility connects Interstate 95 via Palm Coast Parkway with State Road A1A.
2. The toll plaza associated with the toll bridge is located on the west side of the bridge and consists of two tollbooths and administration offices.
3. A connector road, Camino del Mar, which connects the toll bridge with State Road A1A is also owned and maintained by the District. In January 2015, the Dunes CDD accepted ownership of Hammock Dunes Parkway from Camino del Mar to 16th Road.
4. The District, in late 2018, commissioned a traffic engineering consulting firm, Kisinger Campo & Associates, to perform an intersection traffic capacity and level of service analysis for the intersection of Hammock Dunes Pkwy. and Camino Del Mar along with Hammock Dunes Bridge. This report included a Highway Capacity Software (HCS) evaluation which indicated the Design Year 2045 AM and PM peak hour level of service (LOS) for the current two-lane configuration along the Hammock Dunes Bridge was found to be acceptable LOS D.

IV. CURRENTLY PROPOSED EXPANSIONS NEXT FIVE YEARS

A. Potable Water, Wastewater, and Irrigation Utilities

1. Potable Water

The water treatment plant capacity was increased in May 2015 from 0.72 MGD to 1.44 MGD. It is not expected that additional capacity will be necessary to serve the potable water needs of the community. In April 2019, the District prepared and submitted an updated Capacity Analysis Report (CAR) for the water plant and related facilities to the Florida Department of Environmental Protection (FDEP) as is required every five (5) years. The FDEP accepted the District's updated CAR findings that illustrated the District's potable water supply, treatment, pumping and storage facilities are sufficiently sized to meet the projected service area finished water demand for the next ten (10) year operating and planning horizon. It is further anticipated that the current 1.44 MGD treatment plant capacity is sufficiently sized to meet the future potable water needs of the District's fully built-out community as currently planned.

2. Wastewater

The Dunes Community Development District (CDD) currently owns and operates a recently expanded 0.71 million gallon per day (MGD) wastewater treatment plant (WWTP). The new design capacity of 0.71 MGD, realized upon completion of the DCDD WWTF Expansion and Improvement Project (Phase 1) in September 2019, provides necessary capacity for anticipated future year flows and shall not need evaluated until next scheduled permit renewal with FDEP in 2024. Current annual average daily wastewater treatment plant flow is approximately 416,000 GPD or 58% of the permitted capacity.

However, the Dunes CDD planned and completed design of improvements to provide an additional 0.21 MGD plant capacity (for total capacity of 0.92 MGD) which includes adding an additional equalization basin, sequential batch reactor basin and sludge digester basin. The design and permitting of the wastewater treatment plant expansion and improvements was completed in 2017. Construction of Phase 1 wastewater facility expansion improvements is completed.

B. Storm Water Management System

The storm water management infrastructure has been completed and requires no expansion to serve the final build out population. The District has accepted responsibility for the ongoing maintenance of the storm water system throughout the District. Preliminary planning and design of improvements necessary to enhance the District's ability to harvest this resource to supplement reclaimed water to meet peak irrigation demands commenced in 2017.

The District is currently developing a Stormwater Utility for funding appropriate level of service attributes for maintaining reliable stormwater system elements and function. An engineering study was performed to assess the overall needs of the stormwater facilities and infrastructure and to analyze long-term sustainability of the stormwater system and its resources. The DCDD also developed a Stormwater Geographic Information System (GIS) database to provide a digital inventory and pertinent attributes of the District's stormwater infrastructure. This GIS database

provides an interactive tool that references and maps the configuration and attributes of the existing stormwater collection system. The GIS database will also serve as a significant resource for assessing the disposition of various system components and is intended to be utilized to determine future rehabilitation and replacement program needs, priorities, and eventual costs.

C. Reclaimed Water System

The DCDD and the City of Palm Coast have an existing agreement that spells out the conditions of reclaimed water that is provided by the City of Palm Coast to the DCDD. The agreement includes a provision for the use of the DCDD's reclaimed water transmission main by the City for discharge of effluent to the Intracoastal Waterway (ICWW) especially during periods of wet weather. The City desires to increase its capability to discharge effluent to the ICWW and the DCDD desires to increase the amount of reclaimed water that may be attained from the City. Because of the potential to increase a long term, sustainable supply of irrigation water to the community, DCDD maintains ongoing discussions with the City as new service improvements or projects are contemplated. If feasible, the DCDD may consider partnering with the City in a project to expand the supply of reclaimed water to the DCDD while enhancing the City's capacity to discharge additional amounts of effluent to the ICWW during wet weather. DCDD is also looking at harvesting stormwater from its stormwater system to supplement reuse water for landscape irrigation. A study is underway to assess the feasibility and long-term sustainability of this water resource. The City of Palm Coast's recent replacement of the reuse transmission pumping equipment at their treatment facility did not appear to increase the amount of flow received at the DCDD's storage facility.

A capital improvement project was completed in 2020 to replace and upgrade the existing disk filtration system located downstream of the residential reuse pumping station to improve irrigation water quality provided for landscape irrigation. The capacity of the newly installed three (3) skid configured system is rated @ 2200 GPM each for a total capacity of 6600 GPM. The equipment upgrade provides an increased capacity to more effectively filter our reclaimed water that is distributed from our lined storage pond system. The upsized equipment exceeds peak irrigation demands realized from time to time with one skid unit either out of service or in a typical backwash cleaning cycle.

D. Toll Bridge - Hammock Dunes Parkway & Camino Del Mar Intersection

A new, modern toll collection system is complete. A recent study of the existing toll collection facility (building and site) concluded that improvements to the building were necessary and additional parking was needed to improve service to customers and provide parking for staff. An architectural engineering consultant completed design and permitting related activities for the improvements recommended in the study. The project is currently under construction and is scheduled to be completed on or around April 2022.

Staff received the 2021 biennial inspection of the Hammock Dunes Bridge prepared by a traffic and roadway engineering consulting firm, Kisinger Campo & Associates, (KCA) dated July 13, 2021. The report indicates a Sufficiency Rating of 87.3 and a Health Index of 98.6. These benchmarks show little to no change as the 2019 Inspection when the Sufficiency Rating and Health Index were 91.1 and 98.8, respectively. Various incidental repairs and corrective work order recommendations were identified in the previous biennial inspection reports. The District, in November 2019, issued an engineering work authorization to KCA to perform design related activities for bridge repair needs to include cathodic protection, concrete repairs, joint replacements, ladder removal, fender and embankment repairs along with other miscellaneous repair activities outlined in the 2019 and

2017 inspection reports. Plans and specifications were completed for Hammock Dunes Bridge Rehabilitation Project and the project was advertised for receipt of bids in September 2020. The project was awarded to the most responsive bidder in November 2020. A notice to proceed was issued to the contractor in February 2021 with completion of bridge rehabilitative construction activities scheduled for September 2021 and during fiscal period where funding appropriations were planned and budgeted.

The District, in late 2018, also commissioned KCA to perform an intersection traffic capacity and level of service analysis for the intersection of Hammock Dunes Pkwy. and Camino Del Mar. The report “Final Traffic Technical Memorandum – Intersection of Hammock Dunes Pkwy at Camino Del Mar Intersection” dated May 22, 2019, included actual traffic counts for the intersection, a signal warrant analysis, and estimated level of service values based on traffic growth projections for various intersection configuration scenarios along with consideration for the existing bridge design configuration.

Conclusions and recommendations contained in the referenced Technical Memorandum are summarized as follows: The intersection is currently operating at an acceptable LOS capacity and additional capacity is anticipated to be needed by year 2025. Additional intersection capacity may be achieved with the installation of turn lanes and/ or traffic signalization. A full traffic signalization is currently warranted at the intersection based on current traffic volumes. The intersection is expected to operate well below capacity in design year 2045 with proposed signalization and new turn lanes in place as depicted in the report. Initial capacity analysis for the Hammock Dunes Bridge found that the existing 2-lane configuration appears adequate through 2045 design year. The technical memorandum also included recommendations for considering a west side widening of Hammock Dunes Parkway to lessen cost and impacts to existing facilities. The District has authorized and completed preliminary design of proposed signal and intersection improvements for determination of future right of way acquisition limits which will likely entail land requirements from Flagler County. Also recommended was a further evaluation of bridge capacity by performing a corridor analysis that includes both adjacent intersections at Palm Harbor Parkway and Camino Del Mar.

V. RENEWAL/REPLACEMENT OF FACILITIES

Potable Water System

Several renewal and replacement projects are included in the District’s Capital Improvement Program (CIP). Recent potable water supply and treatment systems related project implementation schedules are listed below:

1. Supervisory Control and Data Acquisition (SCADA) Upgrade / Replacement Project (FY 21/22)
2. Replace Chlorine Chemical Storage Tanks (FY 21/22)
3. Design and Construct a metal roof/ building enclosure to house the water distribution system high service pumps and control equipment (FY 20/21 – design completed)
4. WTP Reverse Osmosis (RO) Membrane Replacement – Skids 1 & 2 (FY 20/21 - completed)
5. Construct Material Storage Area/ Structure for Sand/ Dirt/ Gravel (FY 20/21 – design completed)

6. Performance of AWIA Risk & Resiliency Assessment – Water Treatment and Distribution System (FY 20/21 - completed)
7. Preparation of AWIA Emergency Response Plan for the Water Treatment Plant and Distribution System (FY 21/22)
8. Other future year projects contained in District's Five (5) Year CIP include: Water Treatment Plant Scrubber, Water Distribution System Improvements (Hammock Beach, Yacht Harbor Village), Fence Replacement for Water & Wastewater Plant Site, and an Evaluation for a Fixed Base Gateway Automated Meter Reading System.

Wastewater & Reclaimed (Reuse) Systems

Several renewal and replacement projects are included in the District's Capital Improvement Program (CIP). Projects related to the wastewater treatment, collection and reclaimed distribution systems are scheduled for implementation as listed below:

1. Reclaimed System Transmission Pump at Palm Coast WWTP 1 (FY 21/22)
2. Addition of auxiliary, stationary, emergency bypass pumping units at one wastewater pumping stations (FY 20/21 CIP – Priority #4 Facilities - completed). Additional units (2 remaining) are scheduled to be added at various wastewater pumping stations in the 5-year CIP.
3. Pump Station Rehabilitation Project LS 8 Madeira (Electrical/ Mechanical/ Piping) (FY 21/22)
4. Other future year projects contained in District's Five (5) Year CIP include: Improvements to the reclaimed pumping and transmission system for increasing the reclaimed water delivery from the City of Palm Coast, Pump Station Rehabilitation Projects (Electrical/ Mechanical/ Piping -priority conditions based assessment), Bulk Chemical Tank Replacements, Influent & Reject Pumping Station Piping Upgrades, Residential Reclaimed Pump Station/ HVAC Improvements, Reclaimed Water System Split North - South Valve Installation.

Bridge and Hammock Dunes Parkway & Camino Del Mar

Several renewal and replacement projects are included in the District's Capital Improvement Program (CIP). Projects related to the Hammock Dunes Bridge and Hammock Dunes Parkway systems are scheduled for implementation as listed below:

1. Toll Plaza Improvements (Construction - FY 21/22)
2. Camino Del Mar Intersection Signalization Engineering / ROW Acquisition
3. Construction - Bridge Rehabilitation Activities - Cathodic Protection, Ladder Removal & 2019 Bridge Inspection Findings/ Repairs (FY 20/21 - completed)
4. Other future year projects contained in District's Five (5) Year CIP include: Milling & Resurfacing Hammock Dunes Pkwy & Camino Del Mar; Intersection Improvements – Signalization Final Design and Construction.

Stormwater System

Several renewal and replacement projects are included in the District's Capital Improvement Program (CIP). Projects related to the Districts stormwater system are scheduled for implementation as listed below:

1. Prepare Stormwater Geographic Information System (GIS) (FY 20/21 - completed)
2. Other future year projects contained in District's Five (5) Year CIP include:
Stormwater Utility Setup Carryover, Development of a Stormwater Inventory/
Cleaning / Inspection Program, Determination of appropriate Levels of Service
standards, and evaluate future funding mechanisms.

E.

- 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 for repair.

Bi-Annual (2021) Bridge Inspection activities were also completed the week of May 26, 2021, by KCABI and final report was prepared and forwarded by bridge inspector/ engineer on July 13, 2021. Inspection results indicated acceptable Sufficiency Rating of 87.3 (previous report 91.1) and Health Index of 98.6 (previous report 98.8) with no appreciable change noted between 2019-2021. The bridge deck and superstructure received good ratings and the substructure received a satisfactory rating for overall performance rating as good. Report findings also conclude there is no indication that deterioration, geometric changes, or additional dead load have occurred that would warrant the requirement of a new or updated load rating analysis.

Final plans and bid documents were completed with costs estimated by the Engineer at \$ 1.131 Million. In October 2020, the Board approved a 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/ Kisinger Campo Construction Services (KCCS) for Construction Engineering and Inspection (CEI) Services for project oversight in the 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 Engineer approved the Contractor's Project Work Schedule illustrating the project to be substantially complete by late July 2021. Change Order 1 was issued on July 14, 2021, in the amount of \$10,000 for additional work and time (30 days) related to cathodic protection continuity due to epoxy coated reinforcing steel used in original construction. The Engineer and District authorized Pay Application No. 4 in the amount of \$181,794 for work completed during period to include maintenance of traffic, cathodic protection, and restoration of spalled concrete areas on structure. The project is approximately 60% complete. Engineer approved Contractor's Slab Jacking Procedure and Equipment Plan in accordance with the specifications.

Standby, Emergency Pumps

This is a multi-year budgeted project for provision of additional emergency backup pumping equipment to maintain sewer service to our customers during extended power outage periods. Priority 1 & 2 Facilities completed.

Priority 3 Facilities (2019-20): Lift Station (LS) -10, 34 Island Estates and LS-15, Ocean Way S: Status: Final walk through with consultant and staff held on June 2. Received Operation & Maintenance Manual from Contractor/ Pump Supplier. Awaiting receipt of record drawings and final pay request for project closeout.

Priority 4 Facilities (2020-21): LS-16, Ocean Way N Status: Quotations received from three (3) interested contractors ranging from \$47,245 to \$61,000. A purchase order was issued to RCM Utilities, LLC located in Eustis, FL in the amount of \$47,245. Contractor mobilized and completed work during the first week of August. Pump start-up was successful and occurred on August 25, 2021, with contractor, engineer, pump supplier and utility staff attending. A final punch list was prepared by Engineer and forwarded to Contractor. Punchlist work completed 9/22/21. Project closeout items pending include final pay request, release of liens, warranty, and preparation of record drawings.

WTP Reverse Osmosis (RO) Membrane Evaluation - Replacement

The current water treatment plant RO Skids 1 & 2 have been in operation since 2007. An engineering evaluation of various membrane manufacturer products was performed. RFP was issued on March 15, 2021, to select membrane manufacturer / installer teams for membrane manufacturer/ installer team interest, pricing, and qualifications. Staff issued purchase order to highest ranked proposer, Aerex Industries, Inc., in the amount of \$138,000. Toray brand membranes delivered to WTP site on July 13, 2021. Membrane removal and installation activities for Skids 1 & 2 began shortly after and were completed on July 23, 2021. New membranes are in operation with normalization records and water quality testing completed. Final payment in the amount of \$138,000 was issued to the vendor. Project closeout items received 9/14/21 to include final payment confirmation, manufacturer - installer warranties and additional performance test results. Project is complete.

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. Virtual meeting held with consultant and attorney on May 28, 2021, for review of draft stormwater rule, rate schedule and frequently asked questions flyer for proposed stormwater utility program. Proposed Chapter 4 Stormwater Rules were forwarded to Board of Supervisors on June 11, 2021. A customer flyer was developed to share program information with homeowner associations, customers, and community. A workshop was held on August 16 at the Ocean View Room at Atlantic Grill Lodge where CDM Smith, District Manager, and select Board Members presented the District's stormwater utility and program. The current revision of Chapter 4 - Stormwater Rules forwarded to District Supervisors on 9/16/22 for eventual review and discussion at the October 2021 Board of Supervisors Meeting.

Hammock Dunes Bridge Toll Facility Improvements

Contractor Pay Application Request No. 7 in the amount of \$36,500 was approved. Base Bid portion of project (Generator & Fuel Tank Removal/ Replacement/ Start-up) is 100% complete. A Notice to Proceed was issued to the Contractor on 1/4/2021 for the Additive Alternate Bid portion (Building & Site Renovations). The Contractor provided a preliminary project schedule with tentative project substantial completion to occur (1/22). Contractor received Building Permit issued by Flagler Co. on March 5, 2021. The Contractor provided an updated project schedule with tentative project substantial completion to occur (4/22). Received and authorized Pay Request No. 8 in the amount of \$15,778. Contractor's most recent two week look ahead includes continued installation of stone and Storm Tech System, stabilization of laydown area, installation of accessibility ramp and clean up of grounds around temporary office trailer. Project completion remains at 20%.

WTP Risk & Resilience (R&R) Assessments / Emergency Response Plans

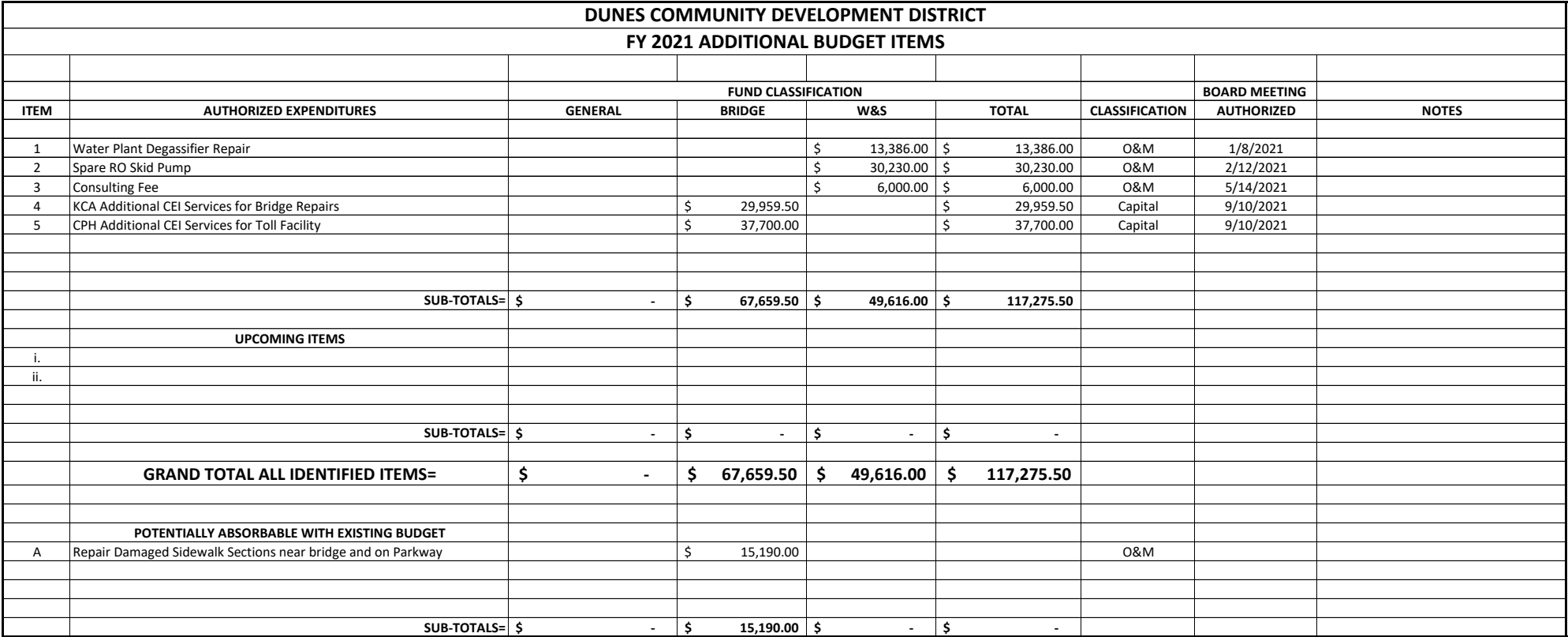
The America's Water Infrastructure Act (AWIA) of 2018 requires community potable water utilities serving populations greater than 3,300 to complete and submit certifications for Risk & Resilience Assessments (RRAs) and Emergency Response Plans (ERPs). AWIA certifications are required by the United States Environmental Protection Agency (EPA). Dunes Community Development District (Dunes CDD) owns and operates a community water system (CWS) serving a population of greater than 3,300 and is required to complete an RRA. The RRA deadline for Dunes CDD Utility Division is June 30, 2021, with subsequent certification of Emergency Response Plan due six (6) months afterward.

Consultant (Mead & Hunt) prepared - Technical Memorandum (TM) along with the AWIA Small System RRA Checklist and Spreadsheet provided on March 16, 2021. Staff recently responded to correspondence received from the FDEP confirming that the required R&R Assessment activity is on schedule and completed the on-line EPA Certification on June 16, 2021, as required. Awaiting receipt of final R&R Assessment report and executive summary along with draft Emergency Response Plans for various priority risk arenas determined during the assessment. Meeting held with consultant Thursday September 2, 2021, to discuss and coordinate remaining deliverables. Nothing new to report.

Water/ Wastewater/ Consumptive Use Permit Regulatory Activities

Additional comments for WWTF Permit Revision for capacity rating increase to 0.92 MGD forwarded to FDEP for consideration. Comments are related to desired plant instrumentation modifications and reclaimed water system operating protocol updates to align with current operation practices.

F.



G.

DUNES
COMMUNITY DEVELOPMENT DISTRICT

Unaudited Financial Statements
as of
August 31, 2021

Board of Supervisors Meeting
October 8, 2021

DUNES COMMUNITY DEVELOPMENT DISTRICT

BALANCE SHEET

August 31, 2021

	Major Fund
	General
<u>ASSETS:</u>	
Cash	\$939
Assessments Receivable	\$0
Due from other Funds	\$1,586
Investments	\$220,239
TOTAL ASSETS	<u>\$222,765</u>
<u>LIABILITIES AND FUND BALANCES:</u>	
Liabilities:	
Accounts Payable	\$10,622
Due to Other Funds	\$327
TOTAL LIABILITIES	<u>\$10,950</u>
Fund Balances:	
Assigned:	
Current year's expenditures	\$65,460
Unassigned	\$146,355
TOTAL FUND BALANCES	<u>\$211,815</u>
TOTAL LIABILITIES & FUND BALANCE	<u>\$222,765</u>

DUNES COMMUNITY DEVELOPMENT DISTRICT

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the Period Ended August 31, 2021

EXPENSE CODE	DESCRIPTION	GENERAL FUND BUDGET	PRORATED BUDGET THRU 08/31/21	ACTUAL THRU 08/31/21	VARIANCE
REVENUES:					
001.300.31900.10000	Maintenance Taxes	\$197,000	\$197,000	\$197,037	\$37
001.300.36100.11000	Interest Income	\$1,056	\$968	\$345	(\$623)
TOTAL REVENUES		\$198,056	\$197,968	\$197,382	(\$586)
EXPENDITURES:					
<u>Administrative</u>					
001.310.51300.11000	Supervisor Fees	\$14,000	\$12,833	\$11,000	\$1,833
001.310.51300.21000	FICA Expense	\$1,071	\$982	\$842	\$140
001.310.51300.31100	Engineering/Software Services	\$20,000	\$18,333	\$0	\$18,333
001.310.51300.31500	Attorney	\$11,000	\$10,083	\$9,140	\$943
001.310.51300.32000	Collection Fees/Payment Discount	\$12,000	\$12,000	\$10,768	\$1,232
001.310.51300.32200	Annual Audit	\$3,440	\$3,440	\$3,440	\$0
001.310.51300.34000	Management Fees	\$9,800	\$8,983	\$8,983	(\$0)
001.310.51300.35100	Computer Time	\$1,000	\$917	\$917	\$0
001.310.51300.40000	Travel Expenses	\$2,000	\$1,833	\$0	\$1,833
001.310.51300.42000	Postage & Express Mail	\$3,000	\$2,750	\$2,732	\$18
001.310.51300.42500	Printing	\$2,500	\$2,292	\$1,730	\$562
001.310.51300.45000	Insurance	\$17,297	\$14,495	\$14,495	\$0
001.310.51300.48000	Advertising Legal & Other	\$1,500	\$1,375	\$3,498	(\$2,123)
001.310.51300.49000	Bank Charges	\$600	\$550	\$1,142	(\$592)
001.310.51300.49100	Contingencies	\$4,000	\$3,667	\$3,606	\$60
001.310.51300.51000	Office Supplies	\$2,000	\$1,833	\$411	\$1,423
001.310.51300.54000	Dues, Licenses & Subscriptions	\$1,000	\$917	\$175	\$742
001.320.53800.12000	Salaries	\$139,918	\$129,155	\$126,468	\$2,686
001.320.53800.21000	FICA Taxes	\$12,416	\$11,461	\$9,068	\$2,393
001.320.53800.22000	Pension Expense	\$11,193	\$10,332	\$10,313	\$20
001.320.53800.23000	Health Insurance Benefits	\$27,631	\$25,329	\$18,651	\$6,678
001.320.53800.24000	Workers Comp Insurance	\$3,600	\$3,600	\$4,462	(\$862)
001.320.53800.64000	Capital Improvements	\$150,000	\$137,500	\$85,075	\$52,425
TOTAL ADMINISTRATIVE		\$450,967	\$414,660	\$326,916	\$87,745
<u>General System Maintenance</u>					
001.320.53800.43000	Electric (7 Aerators)	\$15,000	\$13,750	\$10,176	\$3,574
001.320.53800.46500	Lake Maintenance	\$88,000	\$80,667	\$64,386	\$16,280
001.320.53800.46200	Landscaping	\$35,000	\$32,083	\$30,852	\$1,231
001.320.53800.52100	Grass Carp	\$3,000	\$2,750	\$0	\$2,750
001.320.53800.46700	Storm Drain System Maintenance	\$40,000	\$36,667	\$948	\$35,719
001.320.53800.46000	Building Maintenance	\$23,000	\$21,083	\$44,308	(\$23,225)
001.320.53800.46300	Tree & Shrub Removal	\$11,000	\$10,083	\$8,500	\$1,583
001.320.53800.49200	R&M-Floating Fountains	\$10,000	\$9,167	\$2,026	\$7,141
001.320.53800.49300	R&R-Equipment	\$5,000	\$4,583	\$498	\$4,085
TOTAL GENERAL SYSTEM MAINTENANCE		\$230,000	\$210,833	\$161,694	\$49,140
TOTAL EXPENDITURES		\$680,967	\$625,493	\$488,609	\$136,884
Excess (deficiency) of revenues over (under) expenditures		(\$482,910)	(\$427,525)	(\$291,227)	\$136,298
<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)	(\$10,075)	\$126,223	\$136,298
FUND BALANCE - BEGINNING		\$65,460		\$85,592	
FUND BALANCE - ENDING		\$0		\$211,815	

DUNES COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF NET POSITION - PROPRIETARY FUNDS

	9/30/20 Major Funds		7/31/21 Major Funds		8/31/21 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:	2094.63						
Cash - Operating Account	\$627,330	\$196,034	\$286,894	\$155,998	\$312,525	\$124,044	\$436,569
Cash - On Hand	---	\$2,800	---	\$2,800	---	\$2,800	\$2,800
Petty Cash	---	\$539	---	\$1,191	---	\$1,047	\$1,047
Investments:							
State Board - Surplus Funds	\$3,940,943	\$11,303,042	\$4,377,981	\$10,659,192	\$4,150,176	\$10,727,174	\$14,877,351
State Board - Community Projects	---	\$96,234	---	\$65,132	---	\$65,138	\$65,138
Receivables							
Utility Billing	\$279,600	---	\$283,339	---	\$274,632	---	\$274,632
Unbilled Accounts Receivable	\$127,858	---	---	---	---	---	\$0
Due from Other Funds	---	\$5,937	\$533	\$168,572	---	\$5,260	\$5,260
Noncurrent Assets:							
Prepays	\$11,877	\$5,071	---	---	\$1,534	\$14,209	\$15,742
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)	\$4,588,225	---	\$4,588,225	---	\$4,588,225	---	\$4,588,225
Maintenance Building (Net)	\$42,593	---	\$42,593	---	\$42,593	---	\$42,593
Equipment (Net)	\$767,837	\$42,142	\$767,837	\$42,142	\$767,837	\$42,142	\$809,979
Roadways (Net)	---	\$1,440,913	---	\$1,440,913	---	\$1,440,913	\$1,440,913
Bridge Facility (Net)	---	\$4,835,808	---	\$4,835,808	---	\$4,835,808	\$4,835,808
Improvements Other than Buildings (Net)	\$14,420,222	---	\$14,420,222	---	\$14,420,222	---	\$14,420,222
Meters in the Field/Inventory (Net)	\$0	---	\$0	---	\$0	---	\$0
Construction in Progress	\$7,420,023	\$574,803	\$7,420,023	\$574,803	\$7,420,023	\$574,803	\$7,994,826
TOTAL ASSETS	\$33,102,997	\$18,588,323	\$33,065,110	\$18,031,550	\$32,855,230	\$17,918,338	\$50,773,567
LIABILITIES:							
Current Liabilities:							
Accounts Payable	\$149,073	\$186,030	\$62,645	\$30,015	\$67,607	\$12,915	\$80,522
Due to Other Funds	\$6,074	---	\$145,814	---	\$6,519	---	\$6,519
Due to Pension Fund	---	\$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	\$804,173	---	\$779,673	---	\$779,673	---	\$779,673
Deferred Toll Revenue ⁽²⁾	---	\$543,720	---	\$502,958	---	\$502,958	\$502,958
TOTAL LIABILITIES	\$964,016	\$729,750	\$992,829	\$532,973	\$858,496	\$515,873	\$1,374,369
NET POSITION							
Net Invested in Capital Assets	\$28,114,388	\$6,978,665	\$28,114,388	\$6,978,665	\$28,114,388	\$6,978,665	\$35,093,053
Restricted for Community Projects ⁽¹⁾	---	\$96,096	---	\$65,121	---	\$0	\$0
Unrestricted	\$4,024,593	\$10,783,812	\$3,957,894	\$10,454,791	\$3,882,346	\$10,423,799	\$14,306,145
TOTAL NET POSITION	\$32,138,981	\$17,858,573	\$32,072,281	\$17,498,577	\$31,996,734	\$17,402,465	\$49,399,198

⁽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 August 31, 2021

EXPENDITURE CODE	DESCRIPTION	WATER/SEWER FUND BUDGET	PRORATED BUDGET THRU 08/31/21	ACTUAL THRU 08/31/21	VARIANCE
OPERATING REVENUES:					
041.300.34300.30000	Water Revenue	\$969,987	\$889,155	\$974,270	\$85,115
041.300.34300.50000	Sewer Revenue	\$894,301	\$819,776	\$826,509	\$6,733
041.300.34300.76000	Irrigation/Effluent	\$1,147,185	\$1,051,586	\$1,061,526	\$9,940
041.300.34300.10000	Meter Fees	\$20,000	\$18,333	\$27,043	\$8,709
041.300.34300.10100	Connection Fees - W, S & I (75 units)	\$20,000	\$18,333	\$66,500	\$48,167
041.300.36900.10000	CPC Effluent Agreement	\$40	\$37	\$0	(\$37)
041.300.34900.10200	Backflow Preventor/Misc.	\$100	\$92	\$2,874	\$2,782
041.300.36900.10000	Misc. Income / Penalty	\$14,007	\$12,840	\$27,972	\$15,133
TOTAL OPERATING REVENUES		\$3,065,620	\$2,810,152	\$2,986,694	\$176,542
OPERATING EXPENSES					
<u>Administrative</u>					
041.310.51300.31100	Engineering	\$50,000	\$45,833	\$62,161	(\$16,328)
041.310.51300.31500	Attorney	\$35,000	\$32,083	\$4,766	\$27,317
041.310.51300.32200	Annual Audit	\$7,740	\$7,740	\$7,740	\$0
041.310.51300.34000	Management Fees	\$22,050	\$20,213	\$20,213	\$0
041.310.51300.40000	Travel Expenses	\$15,000	\$13,750	\$15,399	(\$1,649)
041.310.51300.42000	Postage & Express Mail	\$6,000	\$5,500	\$4,470	\$1,030
041.310.51300.42500	Printing & Mailing Utility Bills	\$17,500	\$16,042	\$16,559	(\$517)
041.310.51300.48000	Advertising Legal & Other	\$2,500	\$2,292	\$2,552	(\$260)
041.310.51300.49000	Bank Charges	\$10,000	\$9,167	\$5,065	\$4,102
041.310.51300.49100	Contingencies	\$15,000	\$13,750	\$7,740	\$6,010
041.310.51300.51000	Office Supplies and Equipment	\$15,000	\$13,750	\$11,362	\$2,388
041.310.51300.54000	Dues, Licenses & Subscriptions	\$18,000	\$16,500	\$7,767	\$8,733
041.310.51300.54200	Permits Fees WTP & WWTP	\$15,000	\$13,750	\$9,100	\$4,650
041.310.51300.55000	Land Leases & Easement Fees	\$12,500	\$12,500	\$11,717	\$783
041.310.53600.12000	Salaries	\$857,928	\$791,933	\$794,005	(\$2,071)
041.310.53600.12100	Consulting Fees	\$0	\$0	\$3,000	(\$3,000)
041.310.53600.21000	FICA Taxes	\$76,132	\$70,276	\$59,438	\$10,838
041.310.53600.22000	Pension Plan	\$68,634	\$63,355	\$66,999	(\$3,644)
041.310.53600.23000	Insurance Benefits (Medical)	\$195,572	\$179,274	\$88,900	\$90,374
041.310.53600.24000	Workers Compensation Insurance	\$19,080	\$19,080	\$23,706	(\$4,626)
041.310.53600.25000	Unemployment Benefits	\$5,000	\$4,583	\$1,375	\$3,208
041.310.53600.25000	Bad Debt Expense	\$1,000	\$917	\$0	\$917
041.310.53600.41000	Telephone	\$50,000	\$45,833	\$34,039	\$11,795
041.310.53600.41002	Payment Processing Service	\$9,000	\$8,250	\$10,286	(\$2,036)
041.310.53600.44000	Equipment Rentals & Leases	\$7,000	\$6,417	\$5,311	\$1,106
041.310.53600.45000	Insurance	\$112,433	\$96,366	\$96,366	\$0
041.310.53600.46100	Repair and Maintenance for Vehicles	\$20,000	\$18,333	\$8,569	\$9,765
041.310.53600.52000	Supplies/Equipment General	\$7,000	\$6,417	\$5,058	\$1,358
041.310.53600.52010	Tools	\$6,000	\$5,500	\$6,292	(\$792)
041.310.53600.52055	Uniforms/Supplies/Services	\$12,000	\$12,000	\$12,573	(\$573)
041.310.53600.52100	Fuel for Vehicles	\$9,500	\$8,708	\$8,511	\$197
041.310.53600.54100	Training & Travel Expenses	\$9,000	\$8,250	\$7,167	\$1,083
TOTAL ADMINISTRATIVE		\$1,706,569	\$1,568,362	\$1,418,205	\$150,156

DUNES COMMUNITY DEVELOPMENT DISTRICT

Water and Sewer Fund-Proprietary Fund

Statement of Revenues, Expenses and Changes in Net Position

For the Period Ended August 31, 2021

EXPENDITURE CODE	DESCRIPTION	WATER/SEWER FUND BUDGET	PRORATED BUDGET THRU 08/31/21	ACTUAL THRU 08/31/21	VARIANCE
<u>Water System</u>					
041.320.53600.34800	Water Quality Testing	\$25,000	\$22,917	\$12,690	\$10,226
041.320.53600.43000	Electric	\$125,000	\$114,583	\$98,938	\$15,645
041.320.53600.43100	Bulk Water Purchases	\$20,000	\$18,333	\$7,099	\$11,235
041.320.53600.44000	Equipment Rentals & Leases	\$1,000	\$917	\$0	\$917
041.320.53600.46000	Plant Maintenance Repair and Equipment	\$90,000	\$82,500	\$140,043	(\$57,543)
041.320.53600.46050	Distribution System Maintenance Repair and Equip.	\$25,000	\$22,917	\$30,298	(\$7,382)
041.320.53600.52000	Plant Operating Supplies	\$20,000	\$18,333	\$17,165	\$1,168
041.320.53600.52200	Chlorine & Other Chemicals	\$190,000	\$174,167	\$180,139	(\$5,972)
041.320.53600.61000	Meters New & Replacement	\$50,000	\$45,833	\$29,849	\$15,985
TOTAL WATER SYSTEM		\$546,000	\$500,500	\$516,221	(\$15,721)
<u>Sewer System</u>					
041.330.53600.34800	Water Quality Testing	\$15,000	\$13,750	\$18,299	(\$4,549)
041.330.53600.34900	Sludge Disposal	\$33,000	\$30,250	\$55,592	(\$25,342)
041.330.53600.43000	Electric	\$51,000	\$46,750	\$57,332	(\$10,582)
041.330.53600.44000	Equipment Rentals & Leases	\$3,000	\$2,750	\$0	\$2,750
041.330.53600.46000	Plant Maintenance Repair and Equipment	\$135,000	\$123,750	\$148,700	(\$24,950)
041.330.53600.46050	Collection System Maintenance Repair and Equip.	\$20,000	\$18,333	\$4,089	\$14,245
041.330.53600.46075	Lift Station Repair and Maintenance	\$45,000	\$41,250	\$38,682	\$2,568
041.330.53600.52000	Plant Operating Supplies	\$20,000	\$18,333	\$4,844	\$13,490
041.330.53600.52200	Chlorine & Other Chemicals	\$35,000	\$32,083	\$27,152	\$4,931
TOTAL SEWER SYSTEM		\$357,000	\$327,250	\$354,688	(\$27,438)
<u>Irrigation System</u>					
041.340.53600.34800	Water Quality Testing	\$5,000	\$4,583	\$1,332	\$3,251
041.340.53600.43000	Electric	\$50,000	\$45,833	\$58,279	(\$12,446)
041.340.53600.43300	Effluent (Reclaimed Water) Purchases	\$180,000	\$165,000	\$112,925	\$52,075
041.340.53600.44000	Equipment Rentals & Leases	\$30,000	\$27,500	\$26,657	\$843
041.340.53600.46000	Plant Maintenance Repair and Equipment	\$80,000	\$73,333	\$68,428	\$4,905
041.340.53600.46050	Distribution System Maintenance Repair/Equip.	\$25,000	\$22,917	\$11,259	\$11,658
041.340.53600.61000	Meters New & Replacement	\$60,000	\$55,000	\$35,289	\$19,711
TOTAL IRRIGATION SYSTEM		\$430,000	\$394,167	\$314,170	\$79,997
<u>Contribution to Reserves</u>					
041.310.51300.63100	Renewal and Replacement	\$236,400	\$216,700	\$97,999	\$118,701
TOTAL CONTRIBUTIONS TO RESERVES		\$236,400	\$216,700	\$97,999	\$118,701
TOTAL OPERATING EXPENSES		\$3,275,969	\$3,006,979	\$2,701,283	\$305,696
OPERATING INCOME (LOSS)		(\$210,349)	(\$196,827)	\$285,411	\$482,238
<u>NON OPERATING REVENUE (EXPENSES)</u>					
041.300.36900.10200	Non Operating Revenue - Capital Expansion	\$536,349	\$491,653	\$0	(\$491,653)
041.300.22300.10000	Connection Fees - W/S	(\$21,000)	(\$19,250)	\$0	\$19,250
041.300.36100.10000	Interest Income	\$125,000	\$114,583	\$6,240	(\$108,343)
041.310.51300.64000	Capital Improvements	(\$430,000)	(\$394,167)	(\$433,899)	(\$39,732)
TOTAL NON OPERATING REVENUE (EXPENSES)		\$210,349	\$192,820	(\$427,659)	(\$620,479)
CHANGE IN NET POSITION		\$0	(\$4,007)	(\$142,247)	(\$138,241)
TOTAL NET POSITION - BEGINNING		\$0		\$26,281,475	
NOTAL NET POSITION - ENDING		\$0		\$26,139,228	

DUNES COMMUNITY DEVELOPMENT DISTRICT

Bridge Fund - Proprietary Fund

Statement of Revenues, Expenses and Changes in Net Position

For the Period Ended August 31, 2021

EXPENSE CODE	DESCRIPTION	BRIDGE FUND BUDGET	PRORATED BUDGET THRU 08/31/21	ACTUAL THRU 08/31/21	VARIANCE
<u>OPERATING REVENUES:</u>					
042.300.34900.10000	Toll Collections/Book Sales	\$1,695,750	\$1,554,438	\$1,764,732	\$210,295
042.300.36900.10000	Miscellaneous Income	\$14,000	\$12,833	\$20,524	\$7,691
TOTAL OPERATING REVENUES		\$1,709,750	\$1,567,271	\$1,785,257	\$217,986
<u>OPERATING EXPENSES</u>					
<u>Administrative</u>					
042.310.51300.31100	Engineering	\$5,000	\$4,583	\$0	\$4,583
042.310.51300.31500	Attorney	\$10,000	\$9,167	\$2,944	\$6,223
042.310.51300.32200	Annual Audit	\$6,020	\$6,020	\$6,020	\$0
042.310.51300.34000	Management Fees	\$17,150	\$15,721	\$15,721	(\$0)
042.310.51300.49000	Bank Charges	\$4,500	\$4,125	\$4,837	(\$712)
042.310.51300.49100	Contingencies	\$5,000	\$4,583	\$1,680	\$2,903
TOTAL ADMINISTRATIVE		\$47,670	\$44,199	\$31,202	\$12,998
<u>Toll Facility</u>					
042.320.54900.12000	Salaries	\$505,487	\$466,603	\$465,194	\$1,409
042.320.54900.21000	FICA Taxes	\$43,326	\$39,993	\$34,354	\$5,639
042.320.54900.22000	Pension Plan	\$30,434	\$28,093	\$28,557	(\$463)
042.320.54900.23000	Insurance Benefits (Medical)	\$84,948	\$77,869	\$43,080	\$34,789
042.320.54900.24000	Workers Compensation Insurance	\$13,320	\$13,320	\$16,447	(\$3,127)
042.320.54900.34300	Contractual Support	\$70,000	\$64,167	\$26,680	\$37,487
042.320.54900.34500	Payroll Processing Fee	\$32,000	\$29,333	\$30,409	(\$1,076)
042.320.54900.34600	Credit Card Processing Fee	\$24,000	\$22,000	\$27,297	(\$5,297)
042.320.54900.40000	Travel Expenses	\$1,000	\$917	\$0	\$917
042.320.54900.41000	Telephone	\$6,000	\$5,500	\$4,131	\$1,369
042.320.54900.42500	Printing	\$5,000	\$4,583	\$6,143	(\$1,560)
042.320.54900.43000	Utility Services	\$18,000	\$16,500	\$16,072	\$428
042.320.54900.45000	Insurance	\$86,487	\$74,760	\$74,760	\$0
042.320.54900.46000	Repairs & Maintenance	\$85,000	\$77,917	\$58,842	\$19,075
042.320.54900.46002	Repairs & Maintenance-Parkway	\$170,000	\$155,833	\$140,851	\$14,983
042.320.54900.46100	DOT mandated Bridge Inspection (Required in 2021)	\$25,000	\$22,917	\$0	\$22,917
042.320.54900.51000	Office Supplies	\$4,000	\$3,667	\$2,241	\$1,426
042.320.54900.52000	Operating Supplies	\$22,000	\$20,167	\$16,219	\$3,947
TOTAL TOLL FACILITY		\$1,226,002	\$1,124,139	\$991,276	\$132,863
<u>Maintenance Reserves & Community Projects</u>					
042.310.51300.60002	Parkway Capital Expenditures	\$25,000	\$22,917	\$0	\$22,917
TOTAL MAINTENANCE RESERVES & COMMUNITY PROJECTS		\$25,000	\$22,917	\$0	\$22,917
TOTAL OPERATING EXPENSES		\$1,298,672	\$1,191,255	\$1,022,478	\$168,777
OPERATING INCOME (LOSS)		\$411,078	\$376,016	\$762,779	\$386,763
<u>NON OPERATING REVENUE (EXPENSES)</u>					
042.300.36100.11000	Interest Income	\$200,000	\$183,333	\$16,097	(\$167,236)
042.320.54900.64000	Capital Improvements	(\$1,700,000)	(\$1,558,333)	(\$817,535)	\$740,799
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)	(\$1,792,450)	(\$1,218,888)	\$573,562
CHANGE IN NET POSITION		(\$0)	(\$1,416,434)	(\$456,108)	\$960,325
TOTAL NET POSITION - BEGINNING		\$437,218		\$17,181,072	
TOTAL NET POSITION - ENDING		\$437,218		\$16,724,964	

H.

DUNES
COMMUNITY DEVELOPMENT DISTRICT
COMMUNITY PROJECTS FUND

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

Opening Balance in Community Projects Account		\$0.00
Source of Funds:	Interest Earned	\$96,229.51
	Community Project Fund Receipts	\$500,000.00
Use of Funds:		
Disbursements:	Sidewalk Project	(\$112,684.56)
	Median Landscape Improvements	(\$140,008.14)
	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 August 31, 2021		<u><u>\$0.00</u></u>

2. Funds Available For Construction at August 31, 2021

Book Balance of Construction Fund at August 31, 2021	\$0.00
Construction Funds available at August 31, 2021	<u><u>\$0.00</u></u>

3. Investments - SBA

August 31, 2021	<u>Type</u>	<u>Yield</u>	<u>Due</u>	<u>Maturity</u>	<u>Principal</u>
Construction Fund:	Overnight	0.10%		\$65,137.54	\$65,137.54
					ADJ: Deposits in Transit (\$65,137.54)
					ADJ: Outstanding Requisitions <u>\$0.00</u>
					Balance at 8/31/21 <u><u>\$0.00</u></u>

I.

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
2/28/21	\$2,749.83	\$35.73	\$54.28	\$0.00	\$2,659.82	\$2,659.82	\$2,659.82
3/31/21	\$4,849.74	\$3.95	\$96.92	\$0.00	\$4,748.87	\$4,748.87	\$4,748.87
4/21/21	\$0.00	\$0.00	(\$118.95)	\$0.00	\$118.95	\$118.95	\$118.95
5/5/21	\$1,884.14	(\$43.91)	\$38.56	\$0.00	\$1,889.49	\$1,889.49	\$1,889.49
6/8/21	\$551.14	(\$16.51)	\$11.35	\$0.00	\$556.30	\$556.30	\$556.30
6/22/21	\$2,004.37	(\$90.26)	\$41.89	\$0.00	\$2,052.74	\$2,052.74	\$2,052.74
7/12/21	\$0.00	\$0.00	\$0.00	\$19.82	\$19.82	\$19.82	\$19.82
	\$197,017.20	\$7,088.69	\$3,679.62	\$19.82	\$186,268.71	\$186,268.71	\$186,268.71

Percent Collected 100.01%

J.

DUNES COMMUNITY DEVELOPMENT DISTRICT

Check Run Summary

August 31, 2021

<i>Fund</i>	<i>Check Numbers</i>	<i>Amount</i>
General Fund	6477-6488	\$16,152.58
Water and Sewer	17453-17540	\$272,826.01
Bridge Fund	7891-7919	\$258,359.42
<i>Total</i>		<i>\$547,338.01</i>

AP300R	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										RUN	9/21/21	PAGE	1	
*** CHECK DATES 08/01/2021 - 08/31/2021 ***														DUNES CDD - GENERAL FUND	
														BANK F DUNES - GENERAL FUND	
CHECK DATE	VEND#	.....INVOICE.....		...EXPENSED TO...			VENDOR NAME		STATUS	AMOUNT	....CHECK.....		
		DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS			AMOUNT		#		
8/05/21	00218	8/02/21	8028	202108	320	53800	46000		*	120.00					
		SVCS 08/21													
ABOVE THE REST PEST CONTROL											120.00	006477			
8/05/21	00118	8/01/21	3518/226	202108	320	53800	46000		*	216.00					
		QTRLY MONITOR-SEP/OCT/NOV													
ALARMPRO INC.											216.00	006478			
8/05/21	00107	7/30/21	68731	202107	320	53800	46500		*	5,394.00					
		SVCS 07/21													
FUTURE HORIZONS, INC.											5,394.00	006479			
8/12/21	00139	8/05/21	349	202108	320	53800	46200		*	647.50					
		SVCS 07/21													
		8/05/21	350	202108	320	53800	46200		*	1,800.00					
		MAINT 08/21													
ALL AMERICAN MAINTENANCE OF FLAGLER											2,447.50	006480			
8/12/21	00020	7/29/21	00560-07	202107	320	53800	43000		*	163.28					
		SVCS 07/21													
		7/29/21	03229-07	202107	320	53800	43000		*	164.17					
		SVCS 07/21													
		7/29/21	22538-07	202107	320	53800	43000		*	154.46					
		SVCS 07/21													
		7/29/21	74516-07	202107	320	53800	43000		*	506.92					
		SVCS 07/21													
		7/29/21	84228-07	202107	320	53800	43000		*	10.88					
		SVCS 07/21													
FLORIDA POWER & LIGHT CO.											999.71	006481			
8/12/21	00109	8/01/21	581	202108	310	51300	34000		*	816.67					
		MGMT FEES 08/21													
		8/01/21	581	202108	310	51300	35100		*	83.33					
		INFORMATION TECHNOLOGY													
		8/01/21	581	202108	310	51300	51000		*	25.00					
		OFFICE SUPPLIES													
		8/01/21	581	202108	310	51300	42000		*	45.39					
		POSTAGE													
		8/01/21	581	202108	310	51300	42500		*	220.95					
		COPIES													
GOVERNMENTAL MANAGEMENT SERVICES											1,191.34	006482			
8/12/21	00016	8/02/21	9711	202108	310	51300	49100		*	1,300.00					
		CDD TAX FILES 2021													
NET SOUTH											1,300.00	006483			
DUNE -DUNES - SHENNING															

DUNE -DUNES - SHENNING

*** CHECK DATES 08/01/2021 - 08/31/2021 ***
DUNES CDD - GENERAL FUND
BANK F DUNES - GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
8/23/21	00282	8/16/21 1240	202108 320-53800-46200		*	375.00	
		SVCS 08/21		AFFORDABLE LAWN & LANDSCAPING, INC.			375.00 006484
8/23/21	00129	8/17/21 11553	202107 310-51300-31500		*	46.75	
		SVCS 07/21		CHIUMENTO LAW PLLC			46.75 006485
8/23/21	00004	6/02/21 3935359	202106 310-51300-48000		*	75.78	
		LEGAL ADS		DAYTONA BEACH NEWS-JOURNAL			75.78 006486
8/23/21	00027	8/17/21 74702751	202108 300-20700-10100		*	71.81	
		DELIVERIES THRU 08/09/21					
		8/17/21 74702751	202108 310-51300-42000		*	71.81	
		DELIVERIES THRU 08/09/21					
		8/17/21 74702751	202108 310-51300-42000		*	185.94	
		DELIVERIES THRU 08/09/21					
		8/17/21 74702751	202108 300-13100-10000		*	71.81-	
		DELIVERIES THRU 08/09/21					
				FEDEX			257.75 006487
8/23/21	00107	8/10/21 69092	202108 320-53800-46500		*	3,728.75	
		SVCS 08/21		FUTURE HORIZONS, INC.			3,728.75 006488
TOTAL FOR BANK F						16,152.58	
TOTAL FOR REGISTER						16,152.58	

DUNE -DUNES - SHENNING

*** CHECK DATES 08/01/2021 - 08/31/2021 ***
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 #
8/05/21	00535	7/30/21 347 SVCS 07/21	202107 340-53600-46050		*	225.00	
				ALL AMERICAN MAINTENANCE OF FLAGLER			225.00 017453
8/05/21	01164	7/24/21 76894701 SVCS 08/21	202108 310-53600-41000		*	70.66	
				BRIGHT HOUSE NETWORKS			70.66 017454
8/05/21	00453	8/04/21 08042021 TRAVEL EXPENSE-AUG 16-19	202108 310-51300-40000		*	231.00	
				CORY BRILL			231.00 017455
8/05/21	00542	8/02/21 125738 SVCS 07/21	202107 310-51300-31100		*	2,076.00	
		8/02/21 125739 SVCS 07/21	202107 310-51300-31100		*	350.00	
				CPH ENGINEERS, INC.			2,426.00 017456
8/05/21	01265	7/31/21 156607 COPIER LEASE	202107 310-53600-44000		*	141.82	
		7/31/21 156608 COPIES LEASE	202107 310-53600-44000		*	41.93	
		7/31/21 156609 COPIER LEASE	202107 310-53600-44000		*	80.52	
				DOCUMENT TECHNOLOGIES			264.27 017457
8/05/21	00047	8/03/21 74555313 DELIVERIES THRU 07/28/21	202107 310-51300-42000		*	34.78	
				FEDEX			34.78 017458
8/05/21	01414	7/20/21 38599 SUPPLIES	202107 320-53600-46000		*	149.00	
				FLUID SYSTEMS & CONTROLS INC			149.00 017459
8/05/21	00013	7/24/21 04682-07 SVCS 07/21	202107 330-53600-43000		*	50.09	
		7/24/21 49253-07 SVCS 07/21	202107 330-53600-43000		*	15.13	
		7/24/21 90108-07 SVCS 07/21	202107 330-53600-43000		*	12.14	
		7/24/21 90294-07 SVCS 07/21	202107 330-53600-43000		*	33.51	
				FLORIDA POWER & LIGHT CO.			110.87 017460
8/05/21	00028	6/25/21 33570 SUPPLIES	202106 320-53600-52000		*	194.09	

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AP300R	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										RUN	9/21/21	PAGE	3
*** CHECK DATES 08/01/2021 - 08/31/2021 ***														
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	#			
8/05/21	01659	8/02/21 941-1231	202012 310-51300-49000					*	1,756.88					
		59-2618263	(941)12/31/20											
			UNITED STATES TREASURY							1,756.88	017469			
8/05/21	01289	8/02/21 3005	202108 310-51300-49100					*	146.00					
		WEB MAINT-08/21												
			VGLOBALTECH							146.00	017470			
8/12/21	01613	8/11/21 08112021	202108 300-34300-30100					*	10.00					
		REFUND-CRDT BAL CLSD ACCT												
			BIJOU DEVELOPMENTS LLC							10.00	017471			
8/12/21	01660	8/11/21 08112021	202108 300-34300-30100					*	44.07					
		REFUND-CRDT BAL CLSD ACCT												
			MORTON BRAUNSTEIN &							44.07	017472			
8/12/21	01439	8/11/21 08112021	202108 300-34300-30000					*	4.51					
		REFUND-CLSD ACCT												
			EVELYN MARGUERITE CLOUD							4.51	017473			
8/12/21	01661	8/11/21 08112021	202108 300-34300-30000					*	114.81					
		REFUND-CLSD ACCT												
			LYNN & DIANE DARBY							114.81	017474			
8/12/21	01662	8/11/21 08112021	202108 300-34300-30000					*	115.81					
		REFUND-CLSD ACCT												
			JEFFREY JOHNSON							115.81	017475			
8/12/21	01592	8/11/21 08112021	202108 300-34300-30100					*	14.69					
		REFUND-CRDT BAL CLSD ACCT												
			SHUMEL & TEMA KISSIN							14.69	017476			
8/12/21	01663	8/11/21 08112021	202108 300-34300-30100					*	14.69					
		REFUND-CRDT BAL CLSD ACCT												
			DANIEL & ANISSA KONIECZNY							14.69	017477			
8/12/21	01664	8/11/21 08112021	202108 300-34300-30000					*	61.66					
		REFUND-CLSD ACCT												
			HWAI JIUN LAI & JONATHAN LAI							61.66	017478			
8/12/21	01665	8/11/21 08112021	202108 300-34300-30000					*	25.44					
		REFUND-CLSD ACCT												
			MICHAEL & DEBORAH MACHIN							25.44	017479			
8/12/21	01666	8/11/21 08112021	202108 300-34300-30100					*	14.69					
		REFUND-CRDT BAL CLSD ACCT												
			ROBERT & BARBARA PAPE							14.69	017480			

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AP300R	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										RUN	9/21/21	PAGE	4
*** CHECK DATES 08/01/2021 - 08/31/2021 ***														
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	#	
8/12/21	01668	8/11/21	08112021	202108	300-34300	30100			*		14.69			
			REFUND-CRDT	BAL	CLSD	ACCT								
								RICHARD & KATHLEEN REMMER				14.69	017481	
8/12/21	01667	8/11/21	08112021	202108	300-34300	30000			*		124.40			
			REFUND-CLSD	ACCT										
								RICHARD & GAEANN ROMAINE				124.40	017482	
8/12/21	01209	8/11/21	08112021	202108	300-34300	30100			*		29.38			
			REFUND-CRDT	BAL	CLSD	ACCT								
								ROSE GROUP PROPERTIES LLC				29.38	017483	
8/12/21	01669	8/11/21	08112021	202108	300-34300	30000			*		98.35			
			REFUND-CLSD	ACCT										
								JAMES & RHONDA SMIECHEWICZ				98.35	017484	
8/12/21	01670	8/11/21	08112021	202108	300-34300	30100			*		14.69			
			REFUND-CRDT	BAL	CLSD	ACCT								
								RONNIE L SMITH & LEE A SMITH				14.69	017485	
8/12/21	01671	8/11/21	08112021	202108	300-34300	30000			*		75.85			
			REFUND-CLSD	ACCT										
								RONALD TOMECKO &				75.85	017486	
8/12/21	01672	8/11/21	08112021	202108	300-34300	30000			*		92.07			
			REFUND-CLSD	ACCT										
								DONALD & MARJORIE VAN VLIET				92.07	017487	
8/12/21	01673	8/11/21	08112021	202108	300-34300	30100			*		14.69			
			REFUND-CRDT	BAL	CLSD	ACCT								
								CARLOS & NORMA VAZQUEZ				14.69	017488	
8/12/21	00535	8/09/21	353	202108	320-53600	46000			*		989.00			
			SVCS 08/21											
								ALL AMERICAN MAINTENANCE OF FLAGLER				989.00	017489	
8/12/21	00226	8/05/21	94750	202108	310-53600	41000			*		313.20			
			ANNUAL SOFTWARE ASSURANCE											
								ATLANTIC COMMUNICATIONS TEAM				313.20	017490	
8/12/21	00047	8/10/21	74638672	202108	310-51300	42000			*		60.48			
			DELIVERIES THRU 08/04/21											
								FEDEX				60.48	017491	
8/12/21	00013	7/29/21	00180-07	202107	330-53600	43000			*		90.54			
			SVCS 047/21											

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AP300R	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER					RUN	9/21/21	PAGE	5
*** CHECK DATES 08/01/2021 - 08/31/2021 ***	DUNES CDD - WATER/SEWER								
CHECK DATE	BANK D DUNES - WATER/SEWER								
VEND#	.....INVOICE.....	...EXPENSED TO...	VENDOR NAME			STATUS	AMOUNT	.....CHECK.....	
	DATE	INVOICE	YRMO	DPT	ACCT# SUB SUBCLASS			AMOUNT	#
	7/29/21	01669-07	202107	330	53600-43000	*	54.25		
		SVCS 07/21							
	7/29/21	06441-07	202107	330	53600-43000	*	262.43		
		SVCS 07/21							
	7/29/21	06618-07	202107	330	53600-43000	*	58.86		
		SVCS 07/21							
	7/29/21	06682-07	202107	330	53600-43000	*	12.33		
		SVCS 07/21							
	7/29/21	09639-07	202107	320	53600-43000	*	18.21		
		VCS 07/21							
	7/29/21	09681-07	202107	330	53600-43000	*	63.88		
		SVCS 07/21							
	7/29/21	10476-07	202107	330	53600-43000	*	14.34		
		SVCS 07/21							
	7/29/21	13564-07	202107	340	53600-43000	*	10.88		
		SVCS 07/21							
	7/29/21	31053-07	202107	330	53600-43000	*	14.97		
		SVCS 07/21							
	7/29/21	35422-07	202107	340	53600-43000	*	6,802.63		
		SVCS 07/21							
	7/29/21	38339-07	202107	320	53600-43000	*	10,341.21		
		SVCS 07/21							
	7/29/21	41474-07	202107	330	53600-43000	*	29.20		
		SVCS 07/21							
	7/29/21	54287-07	202107	330	53600-43000	*	1,906.63		
		SVCS 07/21							
	7/29/21	54554-07	202107	330	53600-43000	*	15.59		
		SVCS 07/21							
	7/29/21	64405-07	202107	330	53600-43000	*	13.82		
		SVCS 07/21							
	7/29/21	80187-07	202107	330	53600-43000	*	16.16		
		SVCS 07/21							
	7/29/21	83014-07	202107	330	53600-43000	*	58.56		
		SVCS 07/21							
	7/29/21	89460-07	202107	330	53600-43000	*	3,264.50		
		SVCS 07/21							
	7/29/21	91016-07	202107	330	53600-43000	*	29.97		
		SVCS 07/21							
	7/29/21	94444-07	202107	330	53600-43000	*	39.38		
		SVCS 07/21							
					FLORIDA POWER & LIGHT CO.			23,118.34	017493
8/12/21 00309	-	-	-	-	-	-	-	-	-
	8/02/21	69014	202108	340	53600-46000	*	733.39		
		SUPPLIES							
	8/04/21	69056	202108	330	53600-52200	*	9,817.50		
		SUPPLIES							
					FUTURE HORIZONS, INC.			10,550.89	017494
-	-	-	-	-	-	-	-	-	-
					DUNE -DUNES -				
					SHENNING				

*** CHECK DATES 08/01/2021 - 08/31/2021 ***
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 #
8/12/21	00382	8/01/21 582	202108 310-51300-34000		*	1,837.50	
		MGMT FEES-08/21					
				GOVERNMENTAL MANAGEMENT SERVICES			1,837.50 017495
8/12/21	00515	8/05/21 5002249	202108 320-53600-52000		*	3,204.15	
		CALCIUM CHLORIDE					
				HAWKINS, INC.			3,204.15 017496
8/12/21	01138	7/31/21 67211789	202107 320-53600-52000		*	595.33	
		CO2 BULK					
				NUCO2			595.33 017497
8/12/21	00688	7/29/21 367855	202107 320-53600-52000		*	914.33	
		HYPOCHLORITE SOLUTIONS					
		7/29/21 367855	202107 330-53600-52200		*	457.16	
		HYPOCHLORITE SOLUTIONS					
		8/05/21 368317	202108 320-53600-52200		*	1,098.85	
		HYPOCHLORITE SOLUTIONS					
		8/05/21 368317	202108 330-53600-52000		*	549.43	
		HYPOCHLORITE SOLUTIONS					
				ODYSSEY MANUFACTURING COMPANY			3,019.77 017498
8/12/21	00698	8/02/21 74862	202108 310-53600-46100		*	700.43	
		MAINT/REPAIRS					
				PALM COAST AUTO REPAIR			700.43 017499
8/12/21	00497	8/04/21 2798657	202108 320-53600-46000		*	102.41	
		CHV CLARITY HYD OIL					
				PORT CONSOLIDATED			102.41 017500
8/12/21	01511	8/04/21 10802202	202108 320-53600-46000		*	860.90	
		SVCS 08/21					
		8/04/21 10802202	202108 330-53600-46000		*	860.90	
		SVCS 08/21					
		8/04/21 10802202	202108 340-53600-46000		*	860.90	
		SVCS 08/21					
				PRO CONTROLS & AUTOMATION			2,582.70 017501
8/12/21	01498	8/01/21 11365540	202108 310-53600-41000		*	375.00	
		SVCS 08/21					
				TIME WARNER CABLE			375.00 017502
8/12/21	00862	8/03/21 3556B839	202108 310-51300-63100		*	10,123.20	
		SUPPLIES					
				XYLEM DEWATERING SOLUTIONS, INC.			10,123.20 017503

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AP300R	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										RUN	9/21/21	PAGE	7
*** CHECK DATES		08/01/2021 - 08/31/2021		***		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	#	
8/23/21	00612	5/18/21	94741133	202105	310	53600	46100		*		94.01			
			MAINT/REPAIRS											
								ADVANCE AUTO PARTS				94.01	017504	
8/23/21	01674	8/12/21	8203	202108	310	51300	64001		*		138,000.00			
			WTP RO MEMBRANE REPLACEME											
								AEREX INDUSTRIES INC				138,000.00	017505	
8/23/21	00355	8/01/21	28728975	202108	310	53600	41000		*		415.48			
			SVCS 08/21											
								AT&T MOBILITY				415.48	017506	
8/23/21	00618	8/19/21	08192021	202108	310	51300	54000		*		75.00			
			APPLI-WATER DISTRIBUTION											
								FLORIDA DEPARTMENT OF ENVIRONMENTAL				75.00	017507	
8/23/21	01414	8/12/21	38605	202108	320	53600	46000		*		135.39			
			SUPPLIES											
								FLUID SYSTEMS & CONTROLS INC				135.39	017508	
8/23/21	00515	8/12/21	5007615	202108	320	53600	52200		*		2,869.35			
			CALCIUM CHLORIDE											
								HAWKINS, INC.				2,869.35	017509	
8/23/21	01380	7/30/21	195494	202107	310	51300	42500		*		1,446.81			
			SVCS 07/21											
								INFOSEND INC				1,446.81	017510	
8/23/21	00357	8/12/21	22108090	202108	340	53600	46000		*		2,724.30			
			SUPPLIES											
								MILLER-LEAMAN INC				2,724.30	017511	
8/23/21	01138	8/09/21	67234415	202108	320	53600	52200		*		465.33			
			CO2 BULK											
								NUCO2				465.33	017512	
8/23/21	00688	8/12/21	368884	202108	320	53600	52200		*		831.85			
			HYPOCHLORITE SOLUTIONS											
		8/12/21	368884	202108	330	53600	52200		*		415.93			
			HYPOCHLORITE SOLUTIONS											
								ODYSSEY MANUFACTURING COMPANY				1,247.78	017513	
8/23/21	00698	8/18/21	75364	202108	310	53600	46100		*		2,664.99			
			MAINT/REPAIRS											
								PALM COAST AUTO REPAIR				2,664.99	017514	

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
8/23/21	00497	8/26/21 2876848 DIESEL	202108 320-53600-46000		*	469.67	
PORT CONSOLIDATED							469.67 017515
8/23/21	01209	8/19/21 08192021 REFUND-CRDT BAL CLSD ACCT	202108 300-34300-30100		*	14.69	
ROSE GROUP PROPERTIES LLC							14.69 017516
8/23/21	01230	8/09/21 962766 SUPPLIES	202108 320-53600-52000		*	381.49	
		8/09/21 962766 SUPPLIES	202108 330-53600-52000		*	381.48	
ROSEMOUNT INC							762.97 017517
8/23/21	01616	8/04/21 08211 SUPPLIES	202108 310-51300-51000		*	79.99	
		8/04/21 08211 FINANCE CHARGE	202108 310-51300-51000		*	32.04	
		8/05/21 49954 SUPPLIES	202108 310-51300-51000		*	29.98	
		8/05/21 49955 SUPPLIES	202108 310-51300-51000		*	312.91	
STAPLES CREDIT PLAN							454.92 017518
8/23/21	00020	8/11/21 80177 SUPPLIES	202108 320-53600-61000		*	10,224.61	
SUNSTATE METER AND SUPPLY, INC.							10,224.61 017519
8/23/21	00955	7/07/21 3344565 GATORADE ZERO POWDER	202107 310-51300-51000		*	103.91	
		7/22/21 3639379 MERCURIC NITRATE DIGITAL	202107 330-53600-46000		*	141.09	
		7/22/21 5736794 HACH MANVER	202107 330-53600-46000		*	20.25	
		7/22/21 7934735 KEE SAFETY	202107 340-53600-46000		*	245.39	
		7/22/21 8366455 GUMMY VITAMINS	202107 310-51300-51000		*	23.44	
		7/22/21 8977636 WALKER EDISON	202107 310-51300-51000		*	255.00	
		7/07/21 3344565 GATORADE ZERO POWDER	202107 310-51300-51000		V	103.91-	
		7/22/21 3639379 MERCURIC NITRATE DIGITAL	202107 330-53600-46000		V	141.09-	
		7/22/21 5736794 HACH MANVER	202107 330-53600-46000		V	20.25-	

DUNE -DUNES - SHENNING

*** CHECK DATES 08/01/2021 - 08/31/2021 ***
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 #
		7/22/21	7934735 202107 340-53600-46000 KEE SAFETY		V	245.39-	
		7/22/21	8366455 202107 310-51300-51000 GUMMY VITAMINS		V	23.44-	
		7/22/21	8977636 202107 310-51300-51000 WALKER EDISON		V	255.00-	
				SYNCB/AMAZON			.00 017520
8/23/21	00911	8/19/21	08192021 202108 300-34300-30100 REFUND-CRDT BAL CLSD ACCT		*	29.38	
				ROBERT VISCI & JANET PETERS			29.38 017521
8/23/21	01287	8/15/21	73428225 202108 310-53600-52100 FUEL		*	537.44	
				WEX BANK			537.44 017522
8/23/21	00955	7/07/21	3344565 202107 310-51300-51000 GATORADE ZERO POWDER		*	103.91	
		7/22/21	3639379 202107 330-53600-46000 MERCURIC NITRATE DIGITAL		*	141.09	
		7/22/21	5736794 202107 330-53600-46000 HACH MANVER		*	20.25	
		7/22/21	7934735 202107 340-53600-46000 KEE SAFETY		*	245.39	
		7/22/21	8366455 202107 310-51300-51000 GUMMY VITAMINS		*	23.44	
		7/22/21	8977636 202107 310-51300-51000 WALKER EDISON		*	255.00	
				SYNCB/AMAZON			789.08 017523
8/26/21	00835	8/21/21	3060 202108 300-20700-10100 SVCS 08/21		*	242.90-	
		8/21/21	3060 202108 320-53800-46000 SVCS 08/21		*	242.90	
		8/21/21	3060 202108 320-53600-46000 SVCS 08/21		*	242.90	
		8/21/21	3060 202108 330-53600-46000 SVCS 08/21		*	242.90	
		8/21/21	3060 202108 300-13100-10000 SVCS 08/21		*	242.90	
				ALL SEASON HOME SOLUTION LLC			728.70 017524
8/26/21	01195	8/16/21	10771 202109 310-51300-54000 SVCS 09/21		*	100.00	
				ANSWER ALL ANSWERING SERVICE			100.00 017525
				DUNE -DUNES - SHENNING			

*** CHECK DATES 08/01/2021 - 08/31/2021 ***
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 #
8/26/21	01164	8/16/21 33514802	202109 310-53600-41000 SVCS 09/21	BRIGHT HOUSE NETWORKS	*	633.63	633.63 017526
8/26/21	00305	8/20/21 14720094	202107 320-53600-43100 SVCS 07/21		*	2.33	
		8/20/21 14720707	202107 320-53600-43100 SVCS 07/21		*	.06	
		8/20/21 14722504	202107 320-53600-43100 SVCS 07/21		*	2.33	
		8/20/21 14723775	202107 340-53600-43300 SVCS 07/21		*	12,773.43	
		8/20/21 14728574	202107 340-53600-43300 SVCS 07/21		*	59.23	
				CITY OF PALM COAST			12,837.38 017527
8/26/21	00621	8/24/21 58036	202108 310-51300-51000 SUPPLIES	COASTAL SUPPLIES	*	89.88	89.88 017528
8/26/21	00112	7/28/21 429555-0	202108 310-53600-52000 WATER COOLER RENTAL	CULLIGAN WATER PRODUCTS	*	38.76	38.76 017529
8/26/21	01265	8/17/21 157138	202108 310-53600-44000 TONER	DOCUMENT TECHNOLOGIES	*	14.68	14.68 017530
8/26/21	00123	8/17/21 12596706	202108 330-53600-46000 SUPPLIES		*	267.17	
		8/17/21 12596706	202108 320-53600-46000 SUPPLIES		*	534.35	
				HACH COMPANY			801.52 017531
8/26/21	00515	8/19/21 6004701	202108 320-53600-52200 CALCIUM CHLORIDE	HAWKINS, INC.	*	2,906.16	2,906.16 017532
8/26/21	01380	8/18/21 196740	202107 310-51300-42500 SVCS 07/21	INFOSEND INC	*	1,685.45	1,685.45 017533
8/26/21	01138	8/13/21 67253688	202108 320-53600-52200 CO2 BULK	NUCO2	*	333.83	333.83 017534
				DUNE -DUNES - SHENNING			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
8/26/21	01171	9/01/21 0921	202109 310-51300-40000 VEHICLE ALLOWANCE	GREGORY L. PEUGH	*	500.00	500.00 017535
8/26/21	01245	9/01/21 0921	202109 310-51300-40000 VEHICLE ALLOWANCE	DAVID C. PONITZ	*	300.00	300.00 017536
8/26/21	01511	8/23/21 20823202	202108 320-53600-46000 SVCS 08/21	PRO CONTROLS & AUTOMATION	*	229.33	688.00 017537
		8/23/21 20823202	202108 330-53600-46000 SVCS 08/21		*	229.33	
		8/23/21 20823202	202108 340-53600-46000 SVCS 08/21		*	229.34	
8/26/21	00603	8/18/21 113067	202108 310-53600-44000 COPIER LEASE	SMART TECHNOLOGIES	*	48.40	48.40 017538
8/26/21	01618	8/31/21 0821	202108 310-53600-12100 CONSULTING SVCS	PAUL WASHKO	*	1,000.00	1,000.00 017539
8/26/21	00862	8/16/21 40110921	202108 340-53600-44000 SUPPLIES		*	3,813.51	
		8/18/21 40110994	202108 310-53600-46100 SUPPLIES		*	2,439.35	
				XYLEM DEWATERING SOLUTIONS, INC.			6,252.86 017540
TOTAL FOR BANK D						272,826.01	
TOTAL FOR REGISTER						272,826.01	

AP300R
 *** CHECK DATES 08/01/2021 - 08/31/2021 ***
 YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 9/21/21 PAGE 1
 DUNES CDD - BRIDGE FUND
 BANK E DUNES - BRIDGE

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
8/05/21	00255	8/02/21 8027 SVCS 08/21	202108 320-54900-46000		*	50.00	
							50.00 007891
ABOVE THE REST PEST CONTROL							
8/05/21	00354	8/01/21 1219 MAINT 08/21	202108 320-54900-46002		*	7,997.00	
							7,997.00 007892
AFFORDABLE LAWN & LANDSCAPING							
8/05/21	00114	8/01/21 3067/270 QRTLY MONITOR-SEP/OCT/NOV	202108 320-54900-46000		*	216.00	
							216.00 007893
ALARMPRO, INC.							
8/05/21	00007	7/30/21 57823 SUPPLIES	202107 320-54900-52000		*	104.76	
							104.76 007894
COASTAL SUPPLIES OF FLAGLER							
8/05/21	00211	8/02/21 125737 SVCS 07/21	202107 320-54900-64001		*	2,570.18	
							2,570.18 007895
CPH ENGINEERS, INC.							
8/05/21	00014	7/27/21 02998-07 SVCS 07/21	202107 320-54900-43000		*	234.21	
		7/27/21 04979-07 SVCS 07/21	202107 320-54900-43000		*	97.68	
		7/27/21 05950-07 SVCS 07/21	202107 320-54900-43000		*	513.76	
FLORIDA POWER & LIGHT CO.							
8/05/21	00318	7/31/21 USA01890 MECHANICAL SWEEPING-BRDGE	202107 320-54900-46000		*	675.00	
		7/31/21 USA01890 MECHANICAL SWEEPING-PKWY	202107 320-54900-46002		*	300.00	
USA SERVICES OF FLORIDA, INC.							
8/05/21	00184	7/26/21 0821 INS 08/21	202108 300-13100-10000		*	199.30	
		7/26/21 0821 INS 08/21	202108 310-53600-23000		*	199.30	
		7/26/21 0821 INS 08/21	202108 320-54900-23000		*	31.49	
		7/26/21 0821 INS 08/21	202108 300-20700-10000		*	199.30-	
AMERICAN HERITAGE LIFE INS COMPANY							
8/12/21	00206	8/09/21 103883 SVCS 08/21	202108 320-54900-46000		*	145.00	
A & A LOCK, INC.							
							145.00 007899

DUNE -DUNES - SHENNING

*** CHECK DATES 08/01/2021 - 08/31/2021 ***
DUNES CDD - BRIDGE FUND
BANK E DUNES - BRIDGE

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
8/12/21	00354	8/09/21 1233 SVCS 08/21	202108 320-54900-46002		*	90.00	
AFFORDABLE LAWN & LANDSCAPING							90.00 007900
8/12/21	00185	8/05/21 351-2021 MAINT 08/21	202108 320-54900-46000		*	1,100.00	
		8/05/21 352 SVCS 08/21	202108 320-54900-64000		*	3,890.00	
ALL AMERICAN MAINTENANCE OF FLAGLER							4,990.00 007901
8/12/21	00336	8/04/21 34097001 SVCS 08/21	202108 320-54900-41000		*	381.87	
BRIGHT HOUSE NETWORKS							381.87 007902
8/12/21	00014	7/29/21 06601-07 SVCS 07/21	202107 320-54900-43000		*	107.41	
		7/29/21 07438-07 SVCS 07/21	202107 320-54900-46002		*	25.23	
		7/29/21 25021-07 SVCS 07/21	202107 320-54900-46002		*	35.34	
		7/29/21 56431-07 SVCS 07/21	202107 320-54900-46002		*	32.66	
		7/29/21 84435-07 SVCS 07/21	202107 320-54900-46002		*	26.11	
FLORIDA POWER & LIGHT CO.							226.75 007903
8/12/21	00145	8/01/21 583 MGMT FEES 08/21	202108 310-51300-34000		*	1,429.17	
GOVERNMENTAL MANAGEMENT SERVICES							1,429.17 007904
8/12/21	00340	7/04/21 22990 PROACTIVE IT SVCS-07/21	202107 300-20700-10000		*	40.00-	
		7/04/21 22990 PROACTIVE IT SVCS-07/21	202107 300-13100-10000		*	1,671.70	
		7/04/21 22990 PROACTIVE IT SVCS-07/21	202107 300-13100-10100		*	40.00	
		7/04/21 22990 PROACTIVE IT SVCS-07/21	202107 310-51300-49100		*	40.00	
		7/04/21 22990 PROACTIVE IT SVCS-07/21	202107 310-53600-41000		*	1,671.70	
		7/04/21 22990 PROACTIVE IT SVCS-07/21	202107 320-54900-34300		*	1,671.70	
		7/04/21 22990 PROACTIVE IT SVCS-07/21	202107 300-20700-10000		*	1,671.70-	
MPOWER DATA SOLUTIONS							3,383.40 007905

DUNE -DUNES - SHENNING

*** CHECK DATES 08/01/2021 - 08/31/2021 ***
DUNES CDD - BRIDGE FUND
BANK E DUNES - BRIDGE

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
8/23/21	00189	8/17/21 57961	202108 320-54900-52000	SUPPLIES	*	124.70	
				COASTAL SUPPLIES			124.70 007906
8/23/21	00251	8/11/21 39217	202107 320-54900-46000	SVC-07/21 RPLCE PHOTOCELL	*	392.66	
				ECONOMY ELECTRIC COMPANY			392.66 007907
8/23/21	00367	8/13/21 96794575	202109 300-13100-10000	INS 09/21	*	4,367.63	
		8/13/21 96794575	202109 300-13100-10100	INS 09/21	*	1,391.74	
		8/13/21 96794575	202109 320-54900-23000	INS 09/21	*	7,099.02	
		8/13/21 96794575	202109 320-53800-23000	INS 09/21	*	1,391.74	
		8/13/21 96794575	202109 300-20700-10000	INS 09/21	*	1,391.74-	
		8/13/21 96794575	202109 310-53600-23000	INS 09/21	*	4,367.63	
		8/13/21 96794575	202109 300-20700-10000	INS 09/21	*	4,367.63-	
				HUMANA HEALTH PLAN INC			12,858.39 007908
8/23/21	00153	8/09/21 8-2021	202107 320-54900-64004	SVCS 07/21	*	16,064.25	
				KISINGER CAMPO & ASSOCIATES CORP.			16,064.25 007909
8/23/21	00372	8/04/21 211177	202108 320-54900-46000	SIGNS	*	50.00	
		8/05/21 211181	202108 320-54900-64001	SIGNS	*	778.00	
				PALM COAST SIGNS INC			828.00 007910
8/23/21	00263	7/13/21 8	202107 320-54900-64006	BRIDGE TOLL FACILITY IMPR	*	15,777.58	
				S.E. CLINE CONSTRUCTION, INC.			15,777.58 007911
8/23/21	00278	7/15/21 4544646	202107 320-54900-51000	BROTHER GENUINE	*	118.03	
		7/18/21 6538536	202107 320-54900-52000	COFFEE	*	59.26	
		7/20/21 889669	202107 320-54900-52000	DISPOSABLE GLOVES	*	411.71	
		7/29/21 7665369	202107 320-54900-52000	OFFICE STAR	*	357.72	

DUNE -DUNES - SHENNING

AP300R	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										RUN	9/21/21	PAGE	4
*** CHECK DATES 08/01/2021 - 08/31/2021 ***														
DUNES CDD - BRIDGE FUND														
BANK E DUNES - BRIDGE														
DATE CHECK	VEND#	.....INVOICE.....		...EXPENSED TO...			VENDOR NAME		STATUS	AMOUNT	.....CHECK.....		
		DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS			AMOUNT		#	
		7/29/21	9337689	202107	320-	54900-	52000		*		124.62			
			FRIDIDAIRE											
		8/04/21	4697598	202108	320-	54900-	52000		*		150.99			
			BROTHER GENUINE											
		8/04/21	5397464	202108	320-	54900-	51000		*		22.89			
			TABLELINENS											
		8/04/21	5439968	202108	320-	54900-	51000		*		21.20			
			AMAZON BASICS											
		8/04/21	588597	202108	320-	54900-	51000		*		24.98			
			CHAIR CASTER WHEELS											
		8/04/21	679739	202108	320-	54900-	51000		*		7.50			
			BUSINESS SOURCE											
		8/04/21	857794	202108	320-	54900-	51000		*		70.52			
			BROTHER GENUINE											
								SYNCB/AMAZON				1,369.42	007912	
8/26/21	00252	8/21/21	3061	202108	320-	54900-	46000		*		517.65			
			SVCS 08/21											
								ALL SEASON HOME SOLUTION LLC				517.65	007913	
8/26/21	00132	8/20/21	14719718	202107	320-	54900-	43000		*		646.57			
			SVCS 07/21											
								CITY OF PALM COAST				646.57	007914	
8/26/21	00101	7/28/21	220392-0	202108	320-	54900-	52000		*		57.00			
			WATER COOLER RENTAL											
								CULLIGAN WATER PRODUCTS				57.00	007915	
8/26/21	00251	8/23/21	39271	202107	320-	54900-	46000		*		2,495.00			
			REPLACE WALL PACKS											
								ECONOMY ELECTRIC COMPANY				2,495.00	007916	
8/26/21	00366	8/20/21	04346350	202109	300-	13100-	10000		*		828.88			
			INS 09/21											
		8/20/21	04346350	202109	300-	13100-	10100		*		134.09			
			INS 09/21											
		8/20/21	04346350	202109	320-	54900-	23000		*		387.30			
			INS 09/21											
		8/20/21	04346350	202109	320-	53800-	23000		*		134.09			
			INS 09/21											
		8/20/21	04346350	202109	300-	20700-	10000		*		134.09-			
			INS 09/21											
		8/20/21	04346350	202109	310-	53600-	23000		*		828.88			
			INS 09/21											
		8/20/21	04346350	202109	300-	20700-	10000		*		828.88-			
			INS 09/21											
								FIRST UNUM LIFE INSURANCE COMPANY				1,350.27	007917	
								DUNE -DUNES -						
								SHENNING						

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
8/26/21	00200	8/20/21 734071-4	202108 320-54900-64005		*	181,793.95	
		BRIDGE REHAB		SIEG & AMBACHTSHEER, INC.			181,793.95 007918
8/26/21	00346	8/23/21 73579255	202108 300-13100-10000		*	368.75	
		FUEL					
		8/23/21 73579255	202108 300-20700-10000		*	368.75-	
		FUEL					
		8/23/21 73579255	202108 310-53600-52100		*	368.75	
		FUEL					
		8/23/21 73579255	202108 320-54900-46000		*	79.66	
		FUEL					
				WEX BANK			448.41 007919
TOTAL FOR BANK E						258,359.42	
TOTAL FOR REGISTER						258,359.42	