

RIVER HALL

COMMUNITY DEVELOPMENT DISTRICT

May 5, 2022

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

River Hall Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 570-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

April 28, 2022

Board of Supervisors
River Hall Community Development District

ATTENDEES:
Please identify yourself each
time you speak to facilitate
accurate transcription of
meeting minutes.

Dear Board Members:

The Board of Supervisors of the River Hall Community Development District will hold a Regular Meeting on May 5, 2022, at 3:30 p.m., at River Hall Town Hall Center, located at 3089 River Hall Parkway, Alva, Florida 33920. The agenda is as follows:

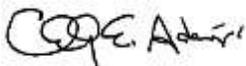
1. Call to Order/Roll Call
2. Public Comments (3 minutes per speaker)
3. Developer Update
4. Consideration of Resolution 2022-03, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023 and Providing for an Effective Date
5. Consideration of Carter Fence Company, Inc., Estimates for Boundary Fence
 - A. #39532 – Aluminum [\$80,950.00]
 - B. #39534 – Chain Link [\$40,950.00]
6. Consideration of Agreement/Estimate for Brazilian Pepper Removal
 - A. SOLitude Lake Management, LLC, Services Contract
 - B. P&T Lawn & Tractor Service, Inc., Estimate #12736
7. Consideration of SOLitude Lake Management, LLC, Addendum to Current Contract
8. Discussion/Consideration: School Parking Rules and Updated Rules of Procedure
 - A. Rules Relating to Parking and Parking Enforcement
 - B. Consideration of Resolution 2022-04, to Designate Date, Time and Place of Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Rules Relating to Parking and Parking Enforcement; and Providing an Effective Date

- C. Draft Rules of Procedure
 - D. Consideration of Resolution 2022-05, to Designate Date, Time and Place of Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Rules of Procedure; and Providing an Effective Date
9. Acceptance of Unaudited Financial Statements as of March 31, 2022
10. Approval of April 7, 2022 Regular Meeting Minutes
11. Staff Reports
- A. District Engineer: *Hole Montes*
 - B. District Counsel: *Coleman, Yovanovich & Koester*
 - Update: Legislative Bills – Florida Legislative Session
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - 1,888 Registered Voters in District as of April 15, 2022
 - NEXT MEETING DATE: June 2, 2022 at 3:30 P.M.
 - QUORUM CHECK
 - D. Operations Manager: *Wrathell, Hunt and Associates, LLC*
12. Public Comments: Non-Agenda Items (*3 minutes per speaker*)
13. Supervisors' Comments/Requests
14. Adjournment

Paul Asfour	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Michael Morash	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Kenneth Mitchell	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Michael Hagan	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Robert Stark	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

Should you have any questions, please do not hesitate to contact me directly at (239) 464-7114.

Sincerely,



Cnesley E. Adams, Jr.
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE:

CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 229 774 8903

RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2022-03

A RESOLUTION OF THE RIVER HALL COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2022/2023 AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors of the District (“Board”) is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RIVER HALL COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. ADOPTING REGULAR MEETING SCHEDULE. Regular meetings of the District’s Board shall be held during Fiscal Year 2022/2023 as provided on the schedule attached hereto as **Exhibit A**.

SECTION 2. FILING REQUIREMENT. In accordance with Section 189.015(1), *Florida Statutes*, the District’s Secretary is hereby directed to file a schedule of the District’s regular meetings annually with Lee County and the Florida Department of Economic Opportunity.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 5th day of May, 2022.

Attest:

RIVER HALL COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

RIVER HALL COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE		
LOCATION		
<i>River Hall Town Hall Center, located at 3089 River Hall Parkway, Alva, Florida 33920</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 6, 2022	Regular Meeting	3:30 PM
November 3, 2022	Regular Meeting	3:30 PM
December 1, 2022	Regular Meeting	3:30 PM
January 5, 2023	Regular Meeting	3:30 PM
February 2, 2023	Regular Meeting	3:30 PM
March 2, 2023	Regular Meeting	3:30 PM
April 6, 2023	Regular Meeting	3:30 PM
May 4, 2023	Regular Meeting	3:30 PM
June 1, 2023	Regular Meeting	3:30 PM
July 6, 2023	Regular Meeting	3:30 PM
August 3, 2023	Public Hearing & Regular Meeting	3:30 PM
September 7, 2023	Regular Meeting	3:30 PM

RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT

5A

www.carter-fence.com
 3490 Shearwater St
 Naples, FL 34117
 (239) 353-4102
 frank@carter-fence.com



Estimate #39532
 Date Created: Sun Mar 20, 2022

For ALL Your Fencing Needs

Customer	Point of Contact
River Hall CDD c/o Wrathell, Hart, Hunt And Assoc. LLC: Hampton Lakes At River Hall 18177 Wildblue Blvd Fort Myers, FL 33913 (239) 989-2939 (M)	Cleo Adams crismond@whhassociates.com (239) 989-2939 (M)

Service Location	Billing Address
3260 Hampton Blvd Alva, FL 33920-4621	Billing Address:

Item(s)		
Qty	Name	Description
1	Budget Price	This is a budget price, estimate can not be accepted as is and will need further review before approval. This estimate was copied from estimate #39350, billing name had to be changed.
1	Scope Of Work	Scope of work is to provide a budget cost for 2,000 lineal feet of chain link or aluminum fence. Price may change if layout has difficult access.
1	Mobilization: Lee County	Job is in Alva
1	Commercial Permit	Carter Fence Permitting Fee & Allowance: Clause for Commercial Permits for any City / County. Carter Fence will purpose an allowance for permits due to the uncertainty of fees until the permit has been executed from the city/ county. Permit Allowance should cover: Permit Cost, Fire Insp. Fee, Fire Knox Boxes Fee, L.D.O Permit Fee, etc. and will also include the Carter Processing Fee for the permit(s). Amount of Allowance \$650.00. (any remaining unused funds will be refunded)
2000	Aluminum Fence: 5'H	Manufacturer: Alumi-Guard Grade: Commercial Style: Ascot Rails: 3-Rail Color: Black Picket Size: 3/4" Post Size: 2" X .093 Wall including cement Panel Width: 6' Wide Bottom: Standard
1	Option 1	Option 1 is to install 6' high black aluminum commercial grade aluminum fence, same spec as the 5' high black aluminum fence. If 6' high is installed Add \$9,740.00 to the estimate total price.
1	General Clauses	Thank you for choosing Carter Fence! Please mind the following clauses about your future fencing. Not all clauses may apply to this project: *Estimate and Layout Approval*: Please review attached layout. By signing

this proposal you are agreeing to the layout provided, thus agreeing to all terms and conditions.

Industry Issues: Due to COVID-19, industry pricing is fluctuating rapidly. Therefore, this estimate is only good for (2) weeks after it has been issued to customer. Please allow time for estimator to review pricing again if the estimate is older than (2) weeks. Thank you for your patience.

Clear Path for Installation: Please have at minimum a 2' wide space cleared on the installation side of the fence. All brush/foilage/refuse/debris must be cleared or we will not be able to install.

--IF ASKED TO CUT BACK OR TRIM ANY PLANTS/HEDGES, CARTER FENCE ASSUMES NO LIABILITY FOR DAMAGE--

Spoils (dirt from digging): The dirt is normally dispersed along the fence line. If Carter Fence is to take the dirt back with them, there will be additional charges. Please ask your estimator if you have any questions on this.

Cap Rock: If cap rock is present, an additional \$25.00 PER HOLE will be charged for hard digging.

Public Locates: Carter Fence will call for all public utilities to be located (Power, Water, Sewage, Phone, Internet, etc.). HOWEVER, we are NOT responsible for any private utilities such as pool equipment, pool equipment piping, sprinkler heads or lines, or anything that doesn't fall under "Public Utilities".

Pets/Dogs: While a fence is a great way to give pets a free run in your yard, the fence will still be level as can be, which sometimes allows gaps on the bottom where pets could get out. The final grading will need to be done by landscapers or the customer after the fence installation to close all gaps. Carter Fence is not responsible for pets getting in or out.

Removal: Any removal of fencing not included in proposal will be at \$5/LF

IF THERE IS AN OPTION LISTED ON THE PROPOSAL, PLEASE SIGN YOUR INITIALS NEXT TO THE LINE ITEM TO CONFIRM YOU WOULD LIKE TO PROCEED WITH THIS OPTION

Total \$80,950.00

Estimate Notes

Install black aluminum fence

Signature

Date

Print Name:

For all customers we require a 50% deposit from you before any installation date can be given. If a Contract or Purchase Order is provided then a 50% deposit is not required. Payment Methods Accepted: Cash, Check or Credit Card. If you would like to make a payment on our website using a credit card, please go to the following link: <https://carter-fence.com/transaction-form/> (Please note: A 3% convenience fee will apply)

Introducing to you our new FIVE YEAR WARRANTY! We stand behind our workmanship by offering this to you.





Thank you for your business. We look forward to working with you!

TERMS AND CONDITIONS

BY SIGNING OR GIVING WRITTEN CONSENT TO MOVE FORWARD WITH THIS CONTRACT, WE (I) AGREE TO PAY FOR THE SERVICES NOTED ABOVE AND ALL THE SERVICES HERETOFORE OR HEREAFTER PURCHASED OR ORDERED FROM YOU TOGETHER. CARTER FENCE CO. INC. WARRANTS THE FENCE AGAINST DEFECTS IN MATERIALS FOR A PERIOD OF ONE YEAR AND WORKMANSHIP FOR A PERIOD OF FIVE YEARS FROM THE DATE OF COMPLETED INSTALLATION. IF ANY DEFECT EXISTS AND IS REPORTED TO CARTER FENCE CO. INC. WITHIN ONE YEAR, CARTER FENCE WILL REPAIR OR REPLACE ANY DEFECT WITHOUT CHARGE DURING NORMAL WORKING HOURS. IF ANY DEFECT EXISTS AND IS REPORTED ON POOR WORKMANSHIP, CARTER FENCE WILL REPAIR AND REPLACE ANY DEFECT WITHOUT CHARGE DURING NORMAL WORKING HOURS. BUYER AUTHORIZES WORK TO COMMENCE AND AGREES TO PAY PRICE DESCRIBED. IF ADDITIONAL MATERIALS OR LABOR IS PERFORMED THERE WILL BE ADDITIONAL CHARGES ON FINAL INVOICE. IF WE QUOTED YOU MORE MATERIAL THAN NEEDED, WE WILL DEDUCT THIS ON YOUR FINAL INVOICE. PAYMENT IS DUE UPON COMPLETION OF WORK. IF PAYMENT IS DELINQUENT AFTER 10 DAYS, A 1.5% MONTHLY FINANCE CHARGE WILL BE BILLED ON THE BALANCE DUE. ALL COSTS INCURRED TO COLLECT A DELINQUENT ACCOUNT WILL BE ADDED TO THE BALANCE DUE AND ARE THE RESPONSIBILITY OF THE OWNER. CUSTOMER HEREBY ASSUMES FULL RESPONSIBILITY FOR LOCATING FENCES LINES AND ALL UNDERGROUND CABLES, LINES, AND PIPES. CARTER FENCE CO. INC. IS NOT RESPONSIBLE FOR DAMAGES TO UNDERGROUND UTILITIES NOT IDENTIFIED BY OWNER. ESTIMATES ARE ONLY VALID FOR 10 DAYS AFTER THE DATE THEY ARE CREATED. CARTER FENCE CO. INC. REQUIRES 48 HOURS FOR ANY CANCELLATION OR RESCHEDULING PRIOR TO THE INSTALLATION DATE THAT IS GIVEN VIA EMAIL. PLEASE NOTE A \$500 FEE WILL BE ADDED TO THE FINAL INVOICE IF THESE TERMS ARE NOT MET.

RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT

5B

www.carter-fence.com
 3490 Shearwater St
 Naples, FL 34117
 (239) 353-4102
 frank@carter-fence.com



Estimate #39534
 Date Created: Sun Mar 20, 2022

For ALL Your Fencing Needs

Customer	Point of Contact
River Hall CDD c/o Wrathell, Hart, Hunt And Assoc. LLC: Hampton Lakes At River Hall 18177 Wildblue Blvd Fort Myers, FL 33913 (239) 989-2939 (M)	Cleo Adams crismond@whhassociates.com (239) 989-2939 (M)

Service Location	Billing Address
3260 Hampton Blvd Alva, FL 33920-4621	Billing Address:

Item(s)		
Qty	Name	Description
1	Budget Price	This is a budget price, estimate can not be accepted as is and will need further review before approval. This estimate was copied from estimate #39349, billing name had to be changed.
1	Scope Of Work	Scope of work is to provide a budget cost for 2,000 lineal feet of chain link or aluminum fence. Price may change if layout has difficult access.
1	Mobilization: Lee County	Job is in Alva
1	Commercial Permit	Carter Fence Permitting Fee & Allowance: Clause for Commercial Permits for any City / County. Carter Fence will purpose an allowance for permits due to the uncertainty of fees until the permit has been executed from the city/ county. Permit Allowance should cover: Permit Cost, Fire Insp. Fee, Fire Knox Boxes Fee, L.D.O Permit Fee, etc. and will also include the Carter Processing Fee for the permit(s). Amount of Allowance \$650.00. (any remaining unused funds will be refunded)
2000	Chain Link Fence: 5'H	Type: Black Vinyl Coated 2" PP 40 Line Post set 10' O.C. including cement 2-1/2" PP 40 Terminal Post including cement 1-5/8" X .065 wall Top Rail 9 Gauge black vinyl Wire; K/K, with 2" mesh Bottom Tension Wire
1	Option 1	Option 1 is to install 6' high black vinyl chain link fence, same spec as the 5' high black chain link fence. If 6' high is installed Add \$6,000.00 to to estimate total price.
1	General Clauses	Thank you for choosing Carter Fence! Please mind the following clauses about your future fencing. Not all clauses may apply to this project: *Estimate and Layout Approval*: Please review attached layout. By signing this proposal you are agreeing to the layout provided, thus agreeing to all terms and conditions. *Industry Issues*: Due to COVID-19, industry pricing is fluctuating rapidly.

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***Removal*:** Any removal of fencing not included in proposal will be at \$5/LF

IF THERE IS AN OPTION LISTED ON THE PROPOSAL, PLEASE SIGN YOUR INITIALS NEXT TO THE LINE ITEM TO CONFIRM YOU WOULD LIKE TO PROCEED WITH THIS OPTION

Total \$40,950.00

Estimate Notes

Install black chain link fence

Signature

Date

Print Name:

For all customers we require a 50% deposit from you before any installation date can be given. If a Contract or Purchase Order is provided then a 50% deposit is not required. Payment Methods Accepted: Cash, Check or Credit Card. If you would like to make a payment on our website using a credit card, please go to the following link: <https://carter-fence.com/transaction-form/> (Please note: A 3% convenience fee will apply)

Introducing to you our new FIVE YEAR WARRANTY! We stand behind our workmanship by offering this to you.





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RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT

6A

SERVICES CONTRACT

CUSTOMER NAME: Cleo Adams #239-989-2939 crismond@whhassociates.com
SUBMITTED TO: River Hall CDD
CONTRACT DATE: February 16, 2022
SUBMITTED BY: Jeff Moding
SERVICES: Brazilian Pepper Removal (Map Attached)

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. **The Services.** SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. **PAYMENT TERMS.** The fee for the Services is **\$14,650.00**. The service fee will be invoiced to Customer by SOLitude following completion of the Services.

For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

3. **TERM AND EXPIRATION.** This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

13. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SÖLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SÖLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

River Hall CDD

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

Customer's Address for Notice Purposes:

**1320 Brookwood Drive Suite H
Little Rock AR 72202**

9220 Bonita Beach Road Suite #214 Bonita Springs, FL 34135

Please Mail All Contracts to:

**2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453**

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SCHEDULE A - SERVICES

Brazilian Pepper removal:

1. Solitude Staff will cut, treat, and chip all Brazilian pepper and Carrotwood on the berm as well as trim all shrubs and low branches on the berm between River Hall CDD and the FPL easement indicated in red on the attached map.
2. All Brazilian pepper and carrotwood will be cut just above the ground, their stumps will be treated with an approved herbicide, and the cut branches will be chipped.
3. All shrubs will be trimmed back to the top of the berm and low hanging beneficial tree branches will be trimmed up and all cut material will be chipped.
4. Chipped material will be dispersed along the berm that the peppers were removed from,
5. This proposal does not include disposal to an off-site facility.

Permitting (when applicable):

1. SOLitude staff will NOT be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any other special requirements or conditions required by the local municipality.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



- e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT

6B



P & T Lawn & Tractor Service, Inc.

15980 Old Olga Road
Alva, FL 33920

Estimate

Date	Estimate No.
3/12/2022	12736

Name/Address
Wrathell, Hunt & Associates 9220 Bonita Beach Road Suite #214 Bonita Springs, FL 34135

Project
River Hall

Description	Qty	U/M	Rate	Total
Labor to remove invasive sand trim hedge back to berm in the buffer located near the FPL Station in River Hall. (per map provided by Shane)	1	LS	16,000.00	16,000.00

Total	\$16,000.00
--------------	--------------------

Signature _____

RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT

7

April 12, 2022

ADDENDUM TO CURRENT CONTRACT

CUSTOMER NAME: River Hall CDD (R0194)
SUBMITTED TO: Cleo Adams
SUBMITTED BY: LisaMarie Strawser, Sales Support Administrator

This Addendum Letter is for the current Services Contract by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer"), and will be under the same terms and conditions as your current Annual Management Services Contract except as amended here.

SOLitude Lake Management proposes an adjustment to your waterway management program investment with an estimated increase of 7%. Pricing rounded off to the nearest dollar value of each waterway. This increase will allow **SOLitude Lake Management** to dedicate the resources necessary to continue to maintain the waterway system to your complete satisfaction.

Effective May 1, 2022, through April 30, 2024 your annual price will increase from \$142,440.00 to \$152,465.00.

Attached is a copy of your pricing spreadsheet for your review reflecting the new two-year contract price. Please send in your addendum contract for signature.

Please contact us if you have any questions regarding your maintenance program.

Thank you for your continued business and we look forward to working with you in 2022 and beyond!

Have a great day,

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RIVER HALL COMMUNITY DEVELOPMENT DISTRICT

Maintenance of Water Management Areas
Aquatic Management
Bid Schedule

5/1/2022 thru 4/30/2023

5/1/2023 thru 4/30/2024

First Year			Second Year		
Description	I.D. #	12 Month Price	I.D. #	12 Month Price	
Lake	1-1A	\$1,011.00	1-1A	\$1,011.00	
Lake	1-1B	\$931.00	1-1B	\$931.00	
Lake	1-2A	\$554.00	1-2A	\$554.00	
Lake	1-2B	\$828.00	1-2B	\$828.00	
Lake	1-3	\$1,150.00	1-3	\$1,150.00	
Lake	1-4	\$1,247.00	1-4	\$1,247.00	
Lake	1-6A	\$654.00	1-6A	\$654.00	
Lake	1-6B	\$661.00	1-6B	\$661.00	
Lake	2-1A	\$1,899.00	2-1A	\$1,899.00	
lake	2-1B	\$989.00	2-1B	\$989.00	
Lake	2-2A	\$1,466.00	2-2A	\$1,466.00	
Lake	2-2B	\$1,598.00	2-2B	\$1,598.00	
Lake	2-2C	\$2,919.00	2-2C	\$2,919.00	
Lake	2-2D	\$1,332.00	2-2D	\$1,332.00	
Lake	2-2E	\$1,348.00	2-2E	\$1,348.00	
Lake	2-2F	\$1,129.00	2-2F	\$1,129.00	
Lake	2-2G	\$499.00	2-2G	\$499.00	
Lake	2-2H	\$922.00	2-2H	\$922.00	
Lake	2-2I	\$1,456.00	2-2I	\$1,456.00	
Lake	2-2J	\$759.00	2-2J	\$759.00	
Lake	2-2K	\$4,882.00	2-2K	\$4,882.00	
Lake	2-2L	\$536.00	2-2L	\$536.00	
Lake	2-2M	\$981.00	2-2M	\$981.00	
Lake	2-3A	\$2,801.00	2-3A	\$2,801.00	
Lake	2-3B	\$590.00	2-3B	\$590.00	
Lake	2-4A	\$664.00	2-4A	\$664.00	
Lake	2-4B	\$1,434.00	2-4B	\$1,434.00	
Lake	2-4C	\$633.00	2-4C	\$633.00	
Lake	2-4D	\$699.00	2-4D	\$699.00	
Lake	2-4E	\$681.00	2-4E	\$681.00	
Lake	2-5A	\$2,415.00	2-5A	\$2,415.00	
Lake	2-5B	comb. / 2-5A	2-5B	comb. / 2-5A	

Lake	2-5C	\$1,546.00
Lake	2-5D	\$751.00
Lake	2-6A	\$1,331.00
Lake	2-6B	\$1,231.00
Lake	2-6C	\$1,247.00
Lake	2-7	\$2,291.00
Lake	2-8A	\$4,167.00
Lake	2-8B	\$1,263.00
Lake	2-8C	\$877.00
Lake	2-8D	\$1,263.00
Lake	Floway Lake 2	\$2,799.00
Lake	3-1	\$698.00
Lake	3-2	\$907.00
Lake	3-3	\$2,587.00
Lake	3-3A	\$859.00
Lake	3-4A	\$937.00
Lake	3-4B	\$1,651.00
Lake	3-4C	\$913.00
Lake	3-5A	\$789.00
Lake	3-5B	\$1,754.00
Lake	3-5C	\$912.00
Lake	3-5D	\$917.00
Lake	3-5E	\$556.00
Lake	4-1A	\$2,006.00
Lake	4-1B	\$2,720.00
Lake	4-1C	\$2,137.00
Lake	4-1D	\$1,124.00
Lake	4-1E	\$383.00
Lake	4-1F	\$2,055.00
Lake	4-2B	\$1,576.00
Lake	4-2H	\$1,511.00
Lake	4-2I	\$1,385.00
Lake	4-2J	\$1,247.00
LAKES		
SUBTOTAL		\$88,058.00
AERATION		
SUBTOTAL		\$642.00

First Year
12 Month

2-5C	\$1,546.00	
2-5D	\$751.00	
2-6A	\$1,331.00	
2-6B	\$1,231.00	
2-6C	\$1,247.00	
2-7	\$2,291.00	
2-8A	\$4,167.00	
2-8B	\$1,263.00	
2-8C	\$877.00	
2-8D	\$1,263.00	
Floway Lake 2	\$2,799.00	
3-1	\$698.00	
3-2	\$907.00	
3-3	\$2,587.00	
3-3A	\$859.00	
3-4A	\$937.00	
3-4B	\$1,651.00	
3-4C	\$913.00	
3-5A	\$789.00	
3-5B	\$1,754.00	
3-5C	\$912.00	
3-5D	\$917.00	
3-5E	\$556.00	
4-1A	\$2,006.00	
4-1B	\$2,720.00	
4-1C	\$2,137.00	
4-1D	\$1,124.00	
4-1E	\$383.00	
4-1F	\$2,055.00	
4-2B	\$1,576.00	
4-2H	\$1,511.00	
4-2I	\$1,385.00	
4-2J	\$1,247.00	
LAKES		
SUBTOTAL		\$88,058.00
AERATION		
SUBTOTAL		\$642.00

Second Year
12 Month

Description	I.D. #	Price
Conservation Area	CE-1	\$323.00
Conservation Area	CE-2	\$1,422.00
Conservation Area	CE-3	\$514.00
Conservation Area	CE-4	\$788.00
Conservation Area	CE-5	\$1,834.00
Conservation Area	CE-6	\$1,025.00
Conservation Area	CE-7	\$257.00
Conservation Area	CE-8	\$2,018.00
Conservation Area	CE-9	\$3,363.00
Conservation Area	CE-10	\$2,287.00
Conservation Area	CE-11	\$18,016.00
Conservation Area	CE-12	\$1,909.00
Conservation Area	CE-14	\$3,216.00
Conservation Area	CE-15A	\$4,890.00
Conservation Area	CE-15B	\$17,825.00
Conservation Area	CE-16	\$2,640.00
	WETLAND	
	SUBTOTAL	\$62,327.00
	DRAINAGE	
	DITCH	
	SUBTOTAL	\$1,438.00

I.D. #	Price	
CE-1	\$323.00	
CE-2	\$1,422.00	
CE-3	\$514.00	
CE-4	\$788.00	
CE-5	\$1,834.00	
CE-6	\$1,025.00	
CE-7	\$257.00	
CE-8	\$2,018.00	
CE-9	\$3,363.00	
CE-10	\$2,287.00	
CE-11	\$18,016.00	
CE-12	\$1,909.00	
CE-14	\$3,216.00	
CE-15A	\$4,890.00	
CE-15B	\$17,825.00	
CE-16	\$2,640.00	
	WETLAND	
	SUBTOTAL	\$62,327.00
	DRAINAGE	
	DITCH	
	SUBTOTAL	\$1,438.00

Grand Total 1st Year:

\$152,465.00

Grand Total 2nd Year:

\$152,465.00

RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT

8A

River Hall Community Development District Rules Relating To Parking and Parking Enforcement

In accordance with Chapter 190, Florida Statutes, and on _____, 2022 at a duly noticed public meeting, the Board of Supervisors of River Hall Community Development District (“**District**”) adopted these Rules Relating To Parking and Parking Enforcement (these “**Rules**”) to govern parking and parking enforcement on certain District property. These Rules repeal and supersede all prior rules and/or policies governing the same subject matter.

Section 1. Introduction. The District finds that Vehicles (hereinafter defined) parked on certain real property within the District cause hazards and danger to the health, safety and welfare of District owners, tenants, guests, contractors and the public. These Rules are intended to provide the District with the means to enforce the Parking Restrictions (as defined below) designated by the District consistent with these Rules.

Section 2. Applicability. These Rules shall be applicable on, over, or within the District ROW (as defined below). These Rules shall not apply to any other District right-of-ways or District property unless these Rules are amended to include such District right-of-ways or District property or additional rules are adopted which affect such District right-of-ways or District property.

Section 3. Definitions.

- a. **District ROW.** That certain portion of the District’s right-of-way known as River Hall Parkway, as depicted in **Exhibit A**.
- b. **Park; Parked; or Parking.** A Vehicle left unattended by its owner or user.
- c. **Stand; or Standing.** A Vehicle attended by its owner or user which is idling, standing, or parked for the active or future purpose of receiving or discharging passengers.
- d. **Parking Restrictions.** The prohibition against the parking or standing of Vehicles on, over or within the District ROW.
- e. **Tow-Away Zone.** Any District property on which parking is prohibited and in which the District is authorized to initiate a towing and/or removal action as further provided within these Rules.
- f. **Vehicle.** Any self-propelled vehicle or motorized means of transport including, without limitation, a car, truck, motorcycle or golf cart.

Section 4. Parking and Standing in District ROW Prohibited. Except as otherwise permitted in Section 6, below, parking and standing of Vehicles on, over or within the District ROW is strictly prohibited.

Section 5. Establishment of Tow-Away Zone. The District ROW is designated as a “Tow Away Zone”. Any Vehicle parked in violation of these Rules may be towed by the District at the sole cost and expense of the owner of such Vehicle if it remains in violation of the terms and conditions of these Rules. The District shall not be liable to the owner of such Vehicle for trespass, conversion, damages, or otherwise, nor guilty of any criminal act by reason of such towing, and neither its removal nor failure of the owner of

such Vehicle to receive any notice of said violation shall be grounds for relief of any kind. All towing shall be performed in accordance with Section 715.07, Florida Statutes.

Section 6. Exceptions.

a. **District Vendors/Contractors.** The District Manager or his/her designee may authorize vendors/contractors/consultants of the District (including their subcontractors) to park or stand company Vehicles on District ROW in order to facilitate District business or maintenance of District property or facilities. All Vehicles so authorized must be identified by a written parking pass from the District Manager.

b. **Delivery Vehicles.** Delivery vehicles, including but not limited to, FedEx, UPS, or car transports may park or stand on District ROW while actively engaged in the operation of such businesses.

c. **Governmental Vehicles.** Vehicles owned and operated by any governmental unit including, without limitation, the Lee County Sheriff's Office, State Highway Patrol, and the Alva Fire Protection and Rescue, may park or stand on District ROW while carrying out official duties.

Section 7. Miscellaneous.

a. **Suspension of Rules.** The enforcement of these Rules may be suspended in whole or in part for specified periods of time, as determined by resolution of the Board of Supervisors of the District. In addition, the enforcement of these Rules may be suspended, in whole or in part, during emergencies at the discretion of the District Manager.

b. **Other Traffic and Parking Regulations.** Nothing in these Rules shall prohibit local law enforcement from enforcing the laws that are a part of the State Uniform Traffic Control Law, Chapter 316, Florida Statutes, or any other local or state law, rule or ordinance pertaining to vehicular traffic or parking enforcement.

c. **Parking at Your Own Risk.** The District assumes no liability for any theft, vandalism and/or damage that might occur to personal property and/or to such Vehicles that are parked or standing within the District ROW or towed/removed pursuant to these Rules.

Specific Authority: §§ 120.54, 120.69, 190.011(5), 190.012(2)(d), 190.012(3) and 190.041, Florida Statutes

Exhibit "A"
District ROW

RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT

8B

RESOLUTION NO. 2022-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVER HALL COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES RELATING TO PARKING AND PARKING ENFORCEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, River Hall Community Development District (the "**District**") is a community development district that was established pursuant to the provisions of Chapter 190, Florida Statutes and Chapter 42YY-1, Florida Administrative Code, implemented by the Florida Land and Water Adjudicatory Commission, effective on April 21, 2005, as amended by Rule 42YY-1.002, effective on July 20, 2006; and

WHEREAS, the Board of Supervisors of River Hall Community Development District (the "**Board**") is authorized by Section 190.011(5), Florida Statutes, to adopt rules and orders pursuant to Chapter 120, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF RIVER HALL COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. FINDINGS. The above recitals are true and correct and incorporated herein by this reference.

SECTION 2. PUBLIC HEARING. A Public Hearing will be held to adopt the District's Rules Relating to Parking and Parking Enforcement on _____, 2022, at _____ p.m., at the River Hall Town Hall Center, 3089 River Hall Parkway, Alva, Florida 33920.

SECTION 3. NOTICE. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, Florida Statutes.

SECTION 4. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the Board of Supervisors of River Hall Community Development District this 5th day of May, 2022.

**RIVER HALL COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Chesley E. Adams, Jr., Secretary

Kenneth D. Mitchell, Chair

RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT

8C

**RULES OF PROCEDURE
RIVER HALL COMMUNITY
DEVELOPMENT DISTRICT**

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Rule 1.0 General.

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

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

Rule 1.1 Board of Supervisors; Officers and Voting.

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

Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("**District Manager**") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
 - (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary.
 - (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), 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. 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. To the extent required by law, the Board shall keep a permanent record book entitled “Record of Proceedings,” in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published as required by law. Meetings of the Board and Committees serving an advisory function shall be open to the public as required by the provisions of Chapter 286, Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143, 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 Chapters 112 and 190, Florida Statutes, as amended from time to time.
 - (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.

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 of interest 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.

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

Rule 1.2 Public Records.

- (1) Public Records. All District public records within the meaning of Chapter 119, Florida Statutes, and not otherwise restricted by law, including the “Records of Proceedings”, may be copied or inspected at the District Office during regular business hours. Unless otherwise designated by the Board, the official District office shall be the District Manager’s office as 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 those documents required by law. All written public records requests shall be directed to the Secretary who by these rules is appointed as the District’s records custodian. Regardless of the form of the request, any Supervisor 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.
- (2) Copies. Copies of public records shall be made available to the requesting person at the current rate authorized under Section 119.07(4), Florida Statutes. The requesting person may be required to pay for any charges in advance.
- (3) Records Retention. The Secretary of the District shall be responsible for retaining the District’s records in accordance with applicable Florida law.
- (4) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. **Law Implemented:** §§ 119.0701, 190.006, 119.07, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Pursuant to Section 189.015(1), Florida Statutes, the Board shall file quarterly, semiannually, or annually a schedule of its regular meetings with the local governing authorities. The schedule shall include the date, time, and location of each scheduled meeting. The schedule shall be published quarterly, semiannually, or annually as required by law. The Board may hold special meetings from time to time. Special meetings may be called by a vote of a majority of the Board or upon the request of any three (3) Supervisors made to the District Manager. Except in emergencies or as otherwise required by law, for the purpose of any meeting other than a regular meeting or any recessed and reconvened meeting of the Board, the District shall provide at least seven (7) days public notice shall be given of any public meeting, hearing, or workshop of the Board. Public notice of any meeting shall be given as required by Florida law.

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 with applicable telephone number inserted: “Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (____)_____. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.”
- (e) The following or substantially similar language: “A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.”
- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”

- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson (or Vice-Chairperson if the Chairperson is unavailable), shall prepare a notice and an agenda of the meeting/hearing/workshop. The notice and agenda shall be available to the public at least seven (7) days before the meeting/hearing/workshop except in an emergency. For good cause, the agenda may be changed after it is first made available for distribution. 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 agenda may be changed before or at the meeting/hearing/workshop by a vote of the Board.

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

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.

- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008, Florida Statutes. Once adopted in accord with Section 190.008, Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Telephone, Video, Or Other Electronic Means. District staff may participate in Board meetings by telephone, video, or other electronic means. Except as otherwise provided by Florida law, Board members may also participate in Board meetings by telephone, video, or other electronic means if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by telephone, video, or other electronic means 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. 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) Cancellations. Any Board meeting that has been previously scheduled pursuant to these Rules may only be cancelled upon the consent of no less than four (4) of the five (5) Board members.
- (13) 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.

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

Law Implemented: §§ 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0114, Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“**Rule**”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190, Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.

- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.

 - (b) All rules as drafted shall be consistent with Chapter 120, 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), Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty- one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice

shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

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

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

- (10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:
- (a) The texts of the proposed rule and the adopted rule;
 - (b) All notices given for a proposed rule;
 - (c) Any statement of estimated regulatory costs for the rule;
 - (d) A written summary of hearings, if any, on the proposed rule;
 - (e) All written comments received by the District and responses to those written comments; and
 - (f) All notices and findings pertaining to an emergency rule.
- (11) Petitions to Challenge Existing Rules.
- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
 - (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
 - (c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
 - (d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.
 - (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing

rule is an invalid exercise of District authority as to the objections raised.
The hearing officer may:

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

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

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat. Law Implemented: §§ 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017, 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, Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed one million dollars (\$1,000,000), for a study activity when the fee for such Professional Services to the District does not exceed fifty thousand dollars (\$50,000), 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), 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, Florida Statutes, and Rules 3.5 or 3.6.
 - (d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.

- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
 - (i) Is certified under Section 489.119, 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, Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219, Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319, 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, Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471, Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for

the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

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

provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

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

Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. Law Implemented: §§ 190.033, 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under The Consultants' Competitive Negotiations Act.

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

- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm’s qualification submittal:
 - (a) Hold all required applicable federal licenses in good standing, if any;
 - (b) Hold all required applicable state professional licenses in good standing;
 - (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, Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District’s Request for Qualifications.

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

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. Consultants who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail. The Board has the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall

not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

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

by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

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

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391, Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts.

- (1) Definitions.
 - (a) “Auditing Services” means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473, Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
 - (b) “Committee” means the audit selection committee appointed by the Board as described in section (2) of this Rule.
- (2) Establishment of Audit Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an audit 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, Florida Statutes. The Committee should include at least three individuals, some or all of whom may also serve as members of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board.
- (3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473, Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
 - (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:
 - (i) Hold all required applicable federal licenses in good standing, if any;
 - (ii) Hold all required applicable state professional licenses in good standing;
 - (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, Florida Statutes, if the proposer is a corporation;
and

- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

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

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

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

- (4) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (5) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals (“**RFP**”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.
- (6) Committee’s Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of

the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.

(7) Board Selection of Auditor.

- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm.
- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39, Florida Statutes, and the needs of the District.

(8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by

both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:

- (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than July 1 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. No contract shall continue, or allow the contract to be renewed, for a period of more than three years from the date of its execution. 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, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.

- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. Persons who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the

Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

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

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

Rule 3.4 Pre-qualification

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

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
 - (i) Hold the 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, Florida Statutes, if the vendor is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

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

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

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

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

Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190, Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20, Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20, Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.

- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.

 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold the 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, Florida Statutes, if the bidder is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects such as safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

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

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

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

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

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

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

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

Rule 3.6 Construction Contracts, Design-Build.

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
 - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k), 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, 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), Florida Statutes, or pursuant to the qualifications based selection process pursuant to Rule 3.1.
 - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
 - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

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

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects such as safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

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

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

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Failing accord with the second most qualified firm, the Board must terminate negotiations. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
 9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
 10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package, and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
 - (5) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;

- (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
- (d) The District, after public notice, conducts a public meeting under Section 286.011, Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

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

Rule 3.7 Payment and Performance Bonds.

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work, and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.

- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.

- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. **Law Implemented:** § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.

- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.

 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

 - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.

 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold the 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, Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

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

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

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

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

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) bids, proposals, replies, or responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of goods, supplies, and materials, which steps may include a direct purchase of the goods, supplies, and materials without further competitive selection processes.

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

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

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

Rule 3.9 Maintenance Services.

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

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

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

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

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

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

Rule 3.10 Contractual Services.

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

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

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

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

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

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

(1) Filing.

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

the subject of the protest. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

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

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

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

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

Rule 4.0 Effective Date.

These Rules shall be effective _____, 2022, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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

RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT

8D

RESOLUTION NO. 2022-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVER HALL COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES OF PROCEDURE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, River Hall Community Development District (the "**District**") is a community development district that was established pursuant to the provisions of Chapter 190, Florida Statutes and Chapter 42YY-1, Florida Administrative Code, implemented by the Florida Land and Water Adjudicatory Commission, effective on April 21, 2005, as amended by Rule 42YY-1.002, effective on July 20, 2006; and

WHEREAS, the Board of Supervisors of River Hall Community Development District (the "**Board**") is authorized by Section 190.011(5), Florida Statutes, to adopt rules and orders pursuant to Chapter 120, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF RIVER HALL COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. FINDINGS. The above recitals are true and correct and incorporated herein by this reference.

SECTION 2. PUBLIC HEARING. A Public Hearing will be held to adopt the District's Rules of Procedure on _____, 2022, at _____ p.m., at the River Hall Town Hall Center, 3089 River Hall Parkway, Alva, Florida 33920.

SECTION 3. NOTICE. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, Florida Statutes.

SECTION 4. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the Board of Supervisors of River Hall Community Development District this 5th day of May, 2022.

**RIVER HALL COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Chesley E. Adams, Jr., Secretary

Kenneth D. Mitchell, Chair

RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT

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**RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2022**

**RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2022**

	General Fund	Debt Service Fund Series 2011	Debt Service Fund Series 2020A	Debt Service Fund Series 2021	Capital Projects Fund Series 2011	Capital Projects Fund Series 2020A	Total Governmental Funds
ASSETS							
SunTrust	\$ 951,378	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 951,378
Investments							
SBA	5,280	-	-	-	-	-	5,280
Reserve A-1	-	-	206,929	75,462	-	-	282,391
Reserve A-2	-	-	-	412,563	-	-	412,563
Capitalized interest	-	-	6	-	-	-	6
Revenue A-1	-	-	312,354	562,596	-	-	874,950
Revenue A-2	-	-	-	528,964	-	-	528,964
Construction	-	-	-	-	-	316,817	316,817
Cost of issuance	-	-	-	3,216	-	-	3,216
Due from general fund	-	-	7,779	27,407	-	-	35,186
Due from capital projects fund	-	8	-	-	-	-	8
Due from other	2,625	-	-	-	-	-	2,625
Deposits	1,622	-	-	-	-	-	1,622
Accounts receivable - RH Venture II	27,668	-	-	-	-	-	27,668
Accounts receivable - RH Venture III	5,051	-	-	-	-	-	5,051
Undeposited funds	26,338	-	-	-	-	-	26,338
Total assets	<u>\$1,019,962</u>	<u>\$ 8</u>	<u>\$ 527,068</u>	<u>\$ 1,610,208</u>	<u>\$ -</u>	<u>\$ 316,817</u>	<u>\$ 3,474,063</u>
LIABILITIES AND FUND BALANCES							
Liabilities:							
Accounts payable	\$ 24,675	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,675
Due to debt service fund 2011	-	-	-	-	8	-	8
Due to debt service fund 2020A	7,779	-	-	-	-	-	7,779
Due to debt service fund 2021A1	14,155	-	-	-	-	-	14,155
Due to debt service fund 2021A2	13,252	-	-	-	-	-	13,252
Total liabilities	<u>59,861</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>8</u>	<u>-</u>	<u>59,869</u>
DEFERRED INFLOWS OF RESOURCES							
Deferred receipts	32,718	-	-	-	-	-	32,718
Total deferred inflows of resources	<u>32,718</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>32,718</u>
Fund balances:							
Nonspendable							
Prepaid and deposits	1,622	-	-	-	-	-	1,622
Restricted for:							
Debt service	-	8	527,068	1,610,208	-	-	2,137,284
Capital projects	-	-	-	-	(8)	316,817	316,809
Assigned to:							
Operating capital	145,000	-	-	-	-	-	145,000
Disaster recovery	250,000	-	-	-	-	-	250,000
Unassigned	530,761	-	-	-	-	-	530,761
Total fund balances	<u>927,383</u>	<u>8</u>	<u>527,068</u>	<u>1,610,208</u>	<u>(8)</u>	<u>316,817</u>	<u>3,381,476</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 1,019,962</u>	<u>\$ 8</u>	<u>\$ 527,068</u>	<u>\$ 1,610,208</u>	<u>\$ -</u>	<u>\$ 316,817</u>	<u>\$ 3,474,063</u>
Total liabilities and fund balances	<u>\$ 1,019,962</u>	<u>\$ 8</u>	<u>\$ 527,068</u>	<u>\$ 1,610,208</u>	<u>\$ -</u>	<u>\$ 316,817</u>	<u>\$ 3,474,063</u>

**RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll: net	\$ 10,032	\$ 447,784	\$ 584,451	77%
Assessment levy: off-roll	32,718	32,718	130,870	25%
Interest and miscellaneous	1	4	500	1%
Total revenues	<u>42,751</u>	<u>480,506</u>	<u>715,821</u>	67%
EXPENDITURES				
<i>Legislative</i>				
Supervisor	1,000	6,000	12,000	50%
<i>Financial & administrative</i>				
District management	3,750	22,500	45,000	50%
District engineer	4,503	18,529	25,000	74%
Trustee	-	-	7,100	0%
Tax collector/property appraiser	-	5,437	5,653	96%
Assessment roll prep	375	2,250	4,500	50%
Auditing services	-	-	3,300	0%
Arbitrage rebate calculation	-	-	650	0%
Public officials liability insurance	-	3,303	3,600	92%
Legal advertising	-	594	1,100	54%
Bank fees	-	-	350	0%
Dues, licenses & fees	-	175	175	100%
Postage	149	847	1,300	65%
ADA website compliance	-	-	210	0%
Website maintenance	-	705	705	100%
<i>Legal counsel</i>				
District counsel	2,677	7,816	12,000	65%
<i>Electric utility services</i>				
Utility services	1,143	5,717	9,000	64%
Street lights	98	722	2,000	36%
<i>Stormwater control</i>				
Fountain service repairs & maintenance	53	53	6,000	1%
Aquatic maintenance	14,190	73,540	160,000	46%
Mitigation/wetland area monitoring	1,511	1,511	-	N/A
Lake/pond bank maintenance	-	-	5,000	0%
Stormwater system maintenance	-	6,460	40,000	16%

**RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
<i>Other physical environment</i>				
General liability insurance	-	4,247	4,400	97%
Property insurance	-	8,179	8,500	96%
Entry & walls maintenance	-	3,610	5,000	72%
Landscape maintenance	-	73,383	195,000	38%
Irrigation repairs & maintenance	-	-	2,500	0%
Landscape replacement plants, shrubs, trees	6,128	6,128	20,000	31%
Annual mulching	(2,625)	6,452	9,000	72%
Holiday decorations	-	11,000	12,000	92%
Clock tower maintenance	-	-	1,750	0%
Ornamental lighting & maintenance	-	-	1,000	0%
<i>Road & street facilities</i>				
Street/parking lot sweeping	-	650	750	87%
Street light/decorative light maintenance	1,451	1,451	4,000	36%
Roadway repair & maintenance	-	-	2,500	0%
Sidewalk repair & maintenance	-	1,450	1,500	97%
Street sign repair & replacement	-	-	1,500	0%
<i>Contingency</i>				
Miscellaneous contingency	-	-	50	0%
Total expenditures	<u>34,403</u>	<u>272,709</u>	<u>614,093</u>	44%
Excess/(deficiency) of revenues over/(under) expenditures	8,348	207,797	101,728	
OTHER FINANCING SOURCES/(USES)				
Transfer in	<u>26,338</u>	<u>26,338</u>	-	N/A
Total other financing sources	<u>26,338</u>	<u>26,338</u>	-	N/A
Net change in fund balances	34,686	234,135	101,728	
Fund balances - beginning	892,698	693,248	673,643	
Assigned				
Operating capital	145,000	145,000	145,000	
Disaster recovery	250,000	250,000	250,000	
Unassigned	<u>506,046</u>	<u>532,383</u>	<u>380,371</u>	
Fund balances - ending	<u>\$ 927,384</u>	<u>\$ 927,383</u>	<u>\$ 775,371</u>	

**RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2011
FOR THE PERIOD ENDED MARCH 31, 2022**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Interest	\$ 4	\$ 10
Total revenues	<u>4</u>	<u>10</u>
EXPENDITURES		
Debt service		
Total debt service	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	4	10
OTHER FINANCING SOURCES/(USES)		
Transfers in	8	8
Transfers out	<u>(33,723)</u>	<u>(33,723)</u>
Total other financing sources	<u>(33,715)</u>	<u>(33,715)</u>
Net change in fund balances	(33,711)	(33,705)
Fund balances - beginning	<u>33,719</u>	<u>33,713</u>
Fund balances - ending	<u>\$ 8</u>	<u>\$ 8</u>

**RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2020A
FOR THE PERIOD ENDED MARCH 31, 2022**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment: on-roll	\$ 7,119	\$ 315,484	\$ 414,720	76%
Lot closings	-	4,631	-	N/A
Interest	-	10	-	N/A
Total revenues	<u>7,119</u>	<u>320,125</u>	<u>414,720</u>	77%
EXPENDITURES				
Debt service				
Principal	-	-	145,000	0%
Interest	-	134,294	268,588	50%
Total debt service	<u>-</u>	<u>134,294</u>	<u>413,588</u>	32%
Excess/(deficiency) of revenues over/(under) expenditures	7,119	185,831	1,132	
Fund balances - beginning	519,949	341,237	341,030	
Fund balances - ending	<u>\$ 527,068</u>	<u>\$ 527,068</u>	<u>\$ 342,162</u>	

**RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021
FOR THE PERIOD ENDED MARCH 31, 2022**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment: on-roll	\$ 25,079	\$ 1,111,439	\$ 1,461,048	76%
Special assessment: off-roll	-	-	118,652	0%
Interest	7	30	-	N/A
Total revenues	<u>25,086</u>	<u>1,111,469</u>	<u>1,579,700</u>	70%
EXPENDITURES				
Debt service				
Interest (A-1)	-	33,994	169,969	20%
Interest (A-2)	-	37,238	186,188	20%
Total debt service	<u>-</u>	<u>71,232</u>	<u>1,371,157</u>	5%
Other fees & charges				
Cost of issuance	-	49,450	-	N/A
Total other fees and charges	<u>-</u>	<u>49,450</u>	<u>-</u>	N/A
Total expenditures	<u>-</u>	<u>120,682</u>	<u>1,371,157</u>	9%
Excess/(deficiency) of revenues over/(under) expenditures	25,086	990,787	208,543	
OTHER FINANCING SOURCES/(USES)				
Transfers in	<u>7,386</u>	<u>7,386</u>	<u>-</u>	N/A
Total other financing sources	<u>7,386</u>	<u>7,386</u>	<u>-</u>	N/A
Net change in fund balances	32,472	998,173	208,543	
Fund balances - beginning	<u>1,577,736</u>	<u>612,035</u>	<u>559,241</u>	
Fund balances - ending	<u>\$ 1,610,208</u>	<u>\$ 1,610,208</u>	<u>\$ 767,784</u>	

**RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2011
FOR THE PERIOD ENDED MARCH 31, 2022**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
EXPENDITURES	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	-
OTHER FINANCING SOURCES/(USES)		
Transfer out	<u>(8)</u>	<u>(8)</u>
Total other financing sources/(uses)	<u>(8)</u>	<u>(8)</u>
Net change in fund balances	(8)	(8)
Fund balances - beginning	-	-
Fund balances - ending	<u>\$ (8)</u>	<u>\$ (8)</u>

**RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2020A
FOR THE PERIOD ENDED MARCH 31, 2022**

	Current Month	Year To Date
REVENUES		
Interest	\$ 3	\$ 35
Total revenues	3	35
EXPENDITURES		
Construction in progress	308,283	2,142,468
Total expenditures	308,283	2,142,468
Excess/(deficiency) of revenues over/(under) expenditures	(308,280)	(2,142,433)
Fund balances - beginning	625,097	2,459,250
Fund balances - ending	\$ 316,817	\$ 316,817

River Hall Community Development District
Check Detail
 March 2022

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Check	2438	03/10/2022	RIVER HALL CDD	101.001 · Suntrust-...		-6,851.40
				207.203 · Due to D...	-6,851.40	6,851.40
TOTAL					-6,851.40	6,851.40
Check	2439	03/10/2022	RIVER HALL CDD	101.001 · Suntrust-...		-12,466.39
				207.204 · Due to Se...	-12,466.39	12,466.39
TOTAL					-12,466.39	12,466.39
Check	2440	03/10/2022	RIVER HALL CDD	101.001 · Suntrust-...		-11,670.89
				207.205 · Due to Se...	-11,670.89	11,670.89
TOTAL					-11,670.89	11,670.89
Check	2441	03/10/2022	PAUL ASFOUR	101.001 · Suntrust-...		-200.00
				511.110 · Board of ...	-200.00	200.00
TOTAL					-200.00	200.00
Check	2442	03/10/2022	MICHAEL MORASH	101.001 · Suntrust-...		-200.00
				511.110 · Board of ...	-200.00	200.00
TOTAL					-200.00	200.00
Check	2443	03/10/2022	KENNETH MITCHE...	101.001 · Suntrust-...		-200.00
				511.110 · Board of ...	-200.00	200.00
TOTAL					-200.00	200.00
Check	2444	03/10/2022	MICHAEL F HAGEN	101.001 · Suntrust-...		-200.00
				511.110 · Board of ...	-200.00	200.00
TOTAL					-200.00	200.00
Check	2445	03/10/2022	ROBERT STARK	101.001 · Suntrust-...		-200.00

River Hall Community Development District
Check Detail
 March 2022

Type	Num	Date	Name	Account	Paid Amount	Original Amount
				511.110 · Board of ...	-200.00	200.00
TOTAL					-200.00	200.00
Bill Pmt -Check	2446	03/10/2022	COLEMAN, YOVA...	101.001 · Suntrust-...		-962.50
Bill	16581-001M 22	03/09/2022		514.100 · Legal Fee...	-962.50	962.50
TOTAL					-962.50	962.50
Bill Pmt -Check	2447	03/10/2022	FEDEX	101.001 · Suntrust-...		-139.01
Bill	7-684-15465	03/09/2022		519.410 · Postage	-139.01	139.01
TOTAL					-139.01	139.01
Bill Pmt -Check	2448	03/10/2022	GULFSCAPES LA...	101.001 · Suntrust-...		-6,127.50
Bill	29242	03/09/2022		539.468 · Landscap...	-6,127.50	6,127.50
TOTAL					-6,127.50	6,127.50
Bill Pmt -Check	2449	03/10/2022	WRATHELL, HUNT...	101.001 · Suntrust-...		-4,125.00
Bill	2021-0807	03/09/2022		512.311 · Managem... 513.310 · Assessm...	-3,750.00 -375.00	3,750.00 375.00
TOTAL					-4,125.00	4,125.00

Coleman, Yovanovich & Koester, P.A.
 Northern Trust Bank Building
 4001 Tamiami Trail North, Suite 300
 Naples, Florida 34103-3556
 Telephone: (239) 435-3535
 Fax: (239) 435-1218

River Hall CDD
 Wrathell, Hunt & Associates, LLC
 2300 Glades Road, Suite 410W
 Boca Raton FL 33431

Page: 1
 February 28, 2022
 File No: 16581-001M
 Statement No: 22

Attn: Debbie Tudor

Gen Rep 514.100
 001

	Previous Balance		\$1,085.00
		<u>Fees</u>	
01/06/2022	GLU	Review agenda for Board of Supervisors meeting; Participation in Board of Supervisors meeting	525.00
01/10/2022	GLU	Review and respond to email correspondence from Rachel Greenstein regarding transfer of fence in Hampton Lakes; Review back-up on same	105.00
01/13/2022	GLU	Review multiple email correspondence from Rachel Greenstein on transfer of fence; work on bill of sale; review and comment on proposed license agreement	262.50
01/31/2022	GLU	Review email correspondence from Manager and Grady Miars on gate issue; Draft email correspondence to Charlie Krebs	<u>70.00</u>
		Professional Fees through 02/28/2022	962.50
		Total Current Work	962.50
		Balance Due (includes previous balance, if any)	<u>\$2,047.50</u>



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7-684-15465	Mar 07, 2022		3 of 5

Ship Date: Feb 25, 2022 **Cust. Ref.:** RHCDD 3/3/2022 Agenda **Ref.#2:**
Payor: Third Party **Ref.#3:**

Fuel Surcharge FedEx has applied a fuel surcharge of 12.00% to this shipment.
Distance Based Pricing, Zone 2
Package Delivered to Recipient Address Release Authorized

Automation	INET	Sender	Recipient	
Tracking ID	776146899360	Chuck Adams	Shane Willis	
Service Type	FedEx Standard Overnight	WHA	744 Fairlawn Ct	
Package Type	FedEx Pak	2300 Glades Rd	MARCO ISLAND FL 34145 US	
Zone	02	BOCA RATON FL 33431 US		
Packages	1			
Rated Weight	1.0 lbs, 0.5 kgs			
Delivered	Feb 28, 2022 09:07	Transportation Charge		7.19
Svc Area	A5	Fuel Surcharge		0.83
Signed by	see above	Residential Delivery		4.65
FedEx Use	00000000/150889/02	Total Charge	USD	\$12.67

Ship Date: Feb 25, 2022 **Cust. Ref.:** RHCDD 3/3/2022 Agenda **Ref.#2:**
Payor: Third Party **Ref.#3:**

Fuel Surcharge FedEx has applied a fuel surcharge of 12.00% to this shipment.
Distance Based Pricing, Zone 2
Package Delivered to Recipient Address Release Authorized

Automation	INET	Sender	Recipient	
Tracking ID	776146899716	Chuck Adams	Paul D. Asfour	
Service Type	FedEx Standard Overnight	WHA	River Hall CDD	
Package Type	FedEx Pak	2300 Glades Rd	17131 Easy Stream Court	
Zone	02	BOCA RATON FL 33431 US	ALVA FL 33920 US	
Packages	1			
Rated Weight	1.0 lbs, 0.5 kgs	Transportation Charge		7.19
Delivered	Feb 28, 2022 12:25	Fuel Surcharge		1.14
Svc Area	A5	Residential Delivery		4.65
Signed by	see above	DAS Resi		4.40
FedEx Use	00000000/150889/02	Total Charge	USD	\$17.38

Ship Date: Feb 25, 2022 **Cust. Ref.:** RHCDD 3/3/2022 Agenda **Ref.#2:**
Payor: Third Party **Ref.#3:**

Fuel Surcharge FedEx has applied a fuel surcharge of 12.00% to this shipment.
Distance Based Pricing, Zone 2

Automation	INET	Sender	Recipient	
Tracking ID	776146899863	Chuck Adams	Charlie Krebs	
Service Type	FedEx Standard Overnight	WHA	Hole Montes & Associates, Inc.	
Package Type	FedEx Pak	2300 Glades Rd	6200 WHISKEY CREEK DR	
Zone	02	BOCA RATON FL 33431 US	FORT MYERS FL 33919 US	
Packages	1			
Rated Weight	1.0 lbs, 0.5 kgs	Transportation Charge		7.19
Delivered	Feb 28, 2022 14:23	Fuel Surcharge		0.50
Svc Area	A1			
Signed by	C.KREBS	Total Charge	USD	\$7.69
FedEx Use	00000000/150889/			

Ship Date: Feb 25, 2022 **Cust. Ref.:** RHCDD 3/3/2022 Agenda **Ref.#2:**
Payor: Third Party **Ref.#3:**

Fuel Surcharge FedEx has applied a fuel surcharge of 12.00% to this shipment.
Distance Based Pricing, Zone 2

Automation	INET	Sender	Recipient	
Tracking ID	776146899900	Chuck Adams	Gregory Urbancic, Esq.	
Service Type	FedEx Standard Overnight	WHA	Goodlette, Coleman & Johnson	
Package Type	FedEx Pak	2300 Glades Rd	4001 TAMIAMI TRL N STE 300	
Zone	02	BOCA RATON FL 33431 US	NAPLES FL 34103 US	
Packages	1			
Rated Weight	1.0 lbs, 0.5 kgs	Transportation Charge		7.19
Delivered	Feb 28, 2022 09:54	Fuel Surcharge		0.50
Svc Area	A4			
Signed by	K.KAREN	Total Charge	USD	\$7.69
FedEx Use	00000000/150889/			



Invoice Number	Invoice Date	Account Number	Page
7-684-15465	Mar 07, 2022		4 of 5

Ship Date: Feb 25, 2022 **Cust. Ref.:** RHCDD 3/3/2022 Agenda **Ref.#2:**
Payor: Third Party **Ref.#3:**

Fuel Surcharge FedEx has applied a fuel surcharge of 12.00% to this shipment.
Distance Based Pricing, Zone 2
Package Delivered to Recipient Address Release Authorized

Automation	INET	Sender	Recipient	
Tracking ID	776146900014	Chuck Adams	Michael Hagen	
Service Type	FedEx Standard Overnight	WHA	3365 CHESTNUT GROVE DR	
Package Type	FedEx Pak	2300 Glades Rd	ALVA FL 33920 US	
Zone	02	BOCA RATON FL 33431 US		
Packages	1			
Rated Weight	1.0 lbs, 0.5 kgs	Transportation Charge		7.19
Delivered	Feb 28, 2022 12:18	Fuel Surcharge		1.14
Svc Area	A5	Residential Delivery		4.65
Signed by	see above	DAS Resi		4.40
FedEx Use	00000000/150889/02	Total Charge	USD	\$17.38

Ship Date: Feb 25, 2022 **Cust. Ref.:** RHCDD 3/3/2022 Agenda **Ref.#2:**
Payor: Third Party **Ref.#3:**

Fuel Surcharge FedEx has applied a fuel surcharge of 12.00% to this shipment.
Distance Based Pricing, Zone 2
Package Delivered to Recipient Address Release Authorized

Automation	INET	Sender	Recipient	
Tracking ID	776146900106	Chuck Adams	Robert Stark	
Service Type	FedEx Standard Overnight	WHA	River Hall CDD	
Package Type	FedEx Pak	2300 Glades Rd	17275 Walnut Run Drive	
Zone	02	BOCA RATON FL 33431 US	ALVA FL 33920 US	
Packages	1			
Rated Weight	1.0 lbs, 0.5 kgs	Transportation Charge		7.19
Delivered	Feb 28, 2022 12:31	Fuel Surcharge		1.14
Svc Area	A5	Residential Delivery		4.65
Signed by	see above	DAS Resi		4.40
FedEx Use	00000000/150889/02	Total Charge	USD	\$17.38

Ship Date: Feb 25, 2022 **Cust. Ref.:** RHCDD 3/3/2022 Agenda **Ref.#2:**
Payor: Third Party **Ref.#3:**

Fuel Surcharge FedEx has applied a fuel surcharge of 12.00% to this shipment.
Distance Based Pricing, Zone 2
Package Delivered to Recipient Address Release Authorized

Automation	INET	Sender	Recipient	
Tracking ID	776146900676	Chuck Adams	Michael G. Morash	
Service Type	FedEx Standard Overnight	WHA	River Hall CDD	
Package Type	FedEx Pak	2300 Glades Rd	16044 Herons View Drive	
Zone	02	BOCA RATON FL 33431 US	ALVA FL 33920 US	
Packages	1			
Rated Weight	1.0 lbs, 0.5 kgs	Transportation Charge		7.19
Delivered	Feb 28, 2022 12:10	Fuel Surcharge		1.14
Svc Area	A5	Residential Delivery		4.65
Signed by	see above	DAS Resi		4.40
FedEx Use	00000000/150889/02	Total Charge	USD	\$17.38

Ship Date: Feb 25, 2022 **Cust. Ref.:** RHCDD 3/3/2022 Agenda **Ref.#2:**
Payor: Third Party **Ref.#3:**

Fuel Surcharge FedEx has applied a fuel surcharge of 12.00% to this shipment.
Distance Based Pricing, Zone 2
Package Delivered to Recipient Address Release Authorized

Automation	INET	Sender	Recipient	
Tracking ID	776146925279	Daphne Gillyard	Chuck Adams-Cleo Adams	
Service Type	FedEx Standard Overnight	WHA	1400 HARBOR VIEW DR	
Package Type	FedEx Box	2300 Glades Rd	NORTH FORT MYERS FL 33917 US	
Zone	02	BOCA RATON FL 33431 US		
Packages	1			
Rated Weight	6.0 lbs, 2.7 kgs	Transportation Charge		8.36
Delivered	Feb 28, 2022 14:03			

Continued on next page



Invoice Number	Invoice Date	Account Number	Page
7-684-15465	Mar 07, 2022		5 of 5

Tracking ID: 776146925279 continued

Svc Area	A3	Fuel Surcharge	0.91
Signed by	see above	Residential Delivery	4.65
FedEx Use	00000000/150913/02	Total Charge	USD \$13.92

Ship Date: Mar 02, 2022	Cust. Ref.: River Hall check	Ref.#2:
Payor: Third Party	Ref.#3:	

Fuel Surcharge FedEx has applied a fuel surcharge of 14.25% to this shipment.
Distance Based Pricing, Zone 7

Automation	INET	Sender	Recipient
Tracking ID	776107827672	Cory Santacroce	U.S Bank, N.A.-CDD
Service Type	FedEx Standard Overnight	Wrathell, Hunt & Associates, L	Lockbox Services-12-2657
Package Type	FedEx Envelope	2300 GLADES ROAD	EP-MN-01LB
Zone	07	BOCA RATON FL 33431 US	SAINT PAUL MN 55108 US
Packages	1		
Rated Weight	N/A		
Delivered	Mar 03, 2022 10:11		
Svc Area	A1	Transportation Charge	9.48
Signed by	S.WHITE	Fuel Surcharge	0.66
FedEx Use	00000000/58569/	Total Charge	USD \$10.14

Third Party Subtotal	USD	\$139.01
Total FedEx Express	USD	\$139.01

GulfScapes Landscape
Management Svcs.
PO Box 8122
Naples, FL 34101 US
239-455-4911

Invoice 29242



BILL TO
River Hall CDD
c/o Wrathel, Hart, Hunt &
Associates, LLC
9220 Bonita Beach Rd., #214
Bonita Springs, FL 34135

DATE 02/24/2022	PLEASE PAY \$6,127.50	DUE DATE 03/26/2022
--------------------	--------------------------	------------------------

DESCRIPTION	AMOUNT
Pole #15, Remove the Indian Hawthorne inside the Juniper and add 120 - 3 gal. Fakahatchee	1,740.00
Pole #16, Remove the Indian Hawthorne and add 60 - 3 gal. Fakahatchee	870.00
Pole #31, Remove the Indian Hawthorne and add 80 - 3 gal. Dazzle Arboricola	1,280.00
Pole #41, Remove the Indian Hawthorne and add 90 - 3 gal. Dazzle Arboricola	1,440.00
Pole # 35, Remove Indian Hawthorne and add 20 - 3 gal. Fakahatchee	290.00
Pole #42, Remove the front section of Indian Hawthorne and add 35 - 3 gal. Green Island Ficus	507.50

*Other Physical
environment -
Landscape Replants*

TOTAL DUE

*OK
CA*

\$6,127.50

THANK YOU.

539.468
001

Wrathell, Hunt & Associates, LLC

2300 Glades Rd.
Suite 410W
Boca Raton, FL 33431

Invoice

Date	Invoice #
3/1/2022	2021-0807

Bill To:
River Hall CDD 2300 Glades Rd. Suite 410W Boca Raton, FL 33431

Description		Amount
Management	512.311 001	3,750.00
Assessment Methodology	513.310 001	375.00
<i>Building client relationships one step at a time ...</i>		Total \$4,125.00

RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT

10

DRAFT

**MINUTES OF MEETING
RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the River Hall Community Development District held a Regular Meeting on April 7, 2022, at 3:30 p.m., at River Hall Town Hall Center, located at 3089 River Hall Parkway, Alva, Florida 33920.

Present were:

Ken Mitchell	Chair
Robert Stark	Vice Chair
Paul D. Asfour	Assistant Secretary
Michael Morash	Assistant Secretary
Michael Hagan	Assistant Secretary

Also present were:

Chuck Adams	District Manager
Cleo Adams	Assistant District Manager
Shane Willis	Operations Manager
Greg Urbancic (via telephone)	District Counsel
Charlie Krebs	District Engineer
John Baker	Engineer
Jay Gaines (via telephone)	Auditor
Karen Asfour	Resident
Robert Rewis	Assistant Fire Chief

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 3:30 p.m. All Supervisors were present.

SECOND ORDER OF BUSINESS

Public Comments (3 minutes per speaker)

There were no public comments.

THIRD ORDER OF BUSINESS

Presentation of Audited Annual Financial Report for Fiscal Year Ended September 30, 2021, Prepared by Berger, Toombs, Elam, Gaines & Frank

42 Mr. Gaines presented the Audited Financial Report for the Fiscal Year Ended September
43 30, 2021 and noted the pertinent information found on each page.

44 Mr. Morash asked about the \$275,397 “Unassigned” amount, in contrast to the
45 \$50,999 “Unassigned” amount in the current Unaudited Financial Statements. Mr. Adams
46 stated the CDD increased its Fund Balance due to the 5% increase in assessments.

47 Mr. Gaines referred to Page 33, where the “Specific Information” section contains new
48 information that recent legislation requires on the Management Letter. There were no
49 compliance or internal control findings, recommendations or deficiencies; it was a clean audit.

50 Lastly, Mr. Gaines referenced a “Staff 114” letter, under separate cover, written to the
51 Board and required by Governmental Auditing Standards, regarding Management’s interaction
52 with the Auditor. Mr. Adams would forward copies of the letter to the Board.

53 Mr. Stark asked about the “Investment” funds on Page 22. Mr. Adams stated the funds
54 were in the General Fund and, generally, in an operating account; this pertains mostly to
55 monies in the trust account. Asked if the funds could be invested to earn more, Mr. Adams
56 stated, yes; however, CDDs are very restricted in what they can invest in, as safeguarding the
57 cash public asset is the first priority.

58 Discussion ensued regarding an insured cash sweep, public depositories, Florida Prime
59 and current interest rates.

60

61 **FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-02,
Hereby Accepting the Annual Financial
Report for the Fiscal Year Ended
September 30, 2021**

62

63 Mr. Adams presented Resolution 2022-02.

64

65
66
67
68 **On MOTION by Mr. Morash and seconded by Mr. Asfour, with all in favor,
69 Resolution 2022-02, Hereby Accepting the Annual Financial Report for the
70 Fiscal Year Ended September 30, 2021, was approved.**

71

72

73 **Mr. Gaines left the call.**

74

75 **FIFTH ORDER OF BUSINESS** **Developer Update**

76
77 There was no update.

78 Regarding security along Portico, Mr. Mitchell recalled Mr. Kasl’s concern at the last
79 meeting. The consensus was that something must be done and Staff obtained fencing quotes.

80 A Board Member stated he was copied on an email between Mr. Miars and Mr. Kasl and
81 was informed that the issue is that the lower gate is still open. They contacted Mr. Robert
82 Nelson and are awaiting a Knox box to secure the gate and for materials to install it on the
83 lower gate. Mr. Miars would meet with Lennar next week.

84 Mr. Robert Rewis, Assistant Fire Chief, stated the Knox box padlocks were ordered. He
85 examined the gates and is willing to contact the gate company regarding a requirement that
86 the gate provide access on both sides but, currently, the only option is to install a padlock on
87 one side. Mr. Rewis stated that, until access is available on both sides, the Fire Department
88 would not allow the gate to be locked.

89
90 **SIXTH ORDER OF BUSINESS** **Consideration of Carter Fence, Inc.,**
91 **Estimates for Boundary Fence**

92
93 **A. #39532 – Aluminum [\$80,950.00]**

94 **B. #39534 – Chain Link [\$40,950.00]**

95 These items were deferred to the May meeting.

96
97 **SEVENTH ORDER OF BUSINESS** **Discussion/Consideration: Florida Painters**
98 **Gate Project 220207**

99
100 Mr. Willis presented the \$900 Florida Painters Gate Project 220207 proposal.

101
102 **On MOTION by Mr. Morash and seconded by Mr. Stark, with all in favor,**
103 **Florida Painters Gate Project 220207 proposal in the amount of \$900, was**
104 **approved.**

105
106
107 **EIGHTH ORDER OF BUSINESS** **Consideration of Agreement/Estimate for**
108 **Brazilian Pepper Removal**

109

110 A. SOLitude Lake Management, LLC Services Contract

111 B. P&T Lawn & Tractor Service, Inc. Estimate #12736

112 Mr. Willis presented the \$14,650 SOLitude quote and the \$16,000 P&T Lawn & Tractor
113 quote and explained the difference in cost and scope of the proposals, despite the work
114 location being the same.

115 Discussion ensued regarding the invasives, the quotes, whether to defer the project and
116 funding the work. The consensus was to table this item to the next meeting. Supervisor Stark
117 was asked to discuss this with the Developer, on behalf of the Board.

118

119 NINTH ORDER OF BUSINESS

Consideration of FL GIS Solutions, LLC,
Professional Services Agreement to
Provide Geospatial Services

120

121

122

123 Mr. Adams presented the FL GIS Solutions, LLC, Professional Services Agreement.

124

125 **On MOTION by Mr. Asfour and seconded by Mr. Morash, with all in favor, the**
126 **Florida GIS Solutions LLC Professional Services Agreement for Geospatial**
127 **Services, for one year, at the rate of \$100 per hour, was approved.**

128

129

130 TENTH ORDER OF BUSINESS

Consideration of Stormwater Needs
Analysis

131

132

133 Mr. Adams presented the completed Stormwater Needs Analysis Report. The majority
134 of the report was an engineering function; therefore, Mr. Krebs did most of the work. No major
135 stormwater projects are planned by the CDD. This Report will satisfy the requirement.

136 Asked if the CDD changed the flow of water in the community, Mr. Krebs stated no
137 changes have been made to any of the control structures.

138 Discussion ensued regarding construction, water level, the pump station and Lee County
139 switching the water source.

140

141 **On MOTION by Mr. Asfour and seconded by Mr. Morash, with all in favor, the**
142 **Stormwater Needs Analysis Report, was approved.**

143

144

145 **ELEVENTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**
146 **Statements as of February 28, 2022**

147
148 Mr. Adams presented the Unaudited Financial Statements as of February 28, 2022.

149 Asked about the Public Officer’s Liability Insurance coverage, Mr. Adams stated
150 coverage is for \$1 million. Per Mr. Asfour, Mr. Adams would research increasing the insurance
151 coverage from \$1 million to \$5 million.

152 Mrs. Adams noted an error in the “Annual mulching” line item, on Page 3, and stated
153 the vendor would be issuing a \$2,624 check to the CDD.

154

On MOTION by Mr. Morash and seconded by Mr. Stark, with all in favor, the Unaudited Financial Statements as of February 28, 2022, were accepted.

155

156

157

158

159 **TWELFTH ORDER OF BUSINESS** **Approval of March 3, 2022 Regular**
160 **Meeting Minutes**

161

162 Mr. Mitchell presented the March 3, 2022 Regular Meeting Minutes.

163 The following changes was were:

164 Line 112: Insert “Tortuga Elementary” before “school grounds”

165 Line 165: Change “Mr. Asfour” to “Mr. Mitchell”

166 Line 169: Change “LandCare” to “GulfScapes”

167 Line 227: Change “George Royal” to “George Ware”

168 Line 269: Change “Mr. Stark” to “Mr. Mitchell”

169

On MOTION by Mr. Morash and seconded by Mr. Asfour, with all in favor, the March 3, 2022 Regular Meeting Minutes, as amended, were approved.

170

171

172

173

174 **THIRTEENTH ORDER OF BUSINESS** **Staff Reports**

175

176 **A. District Engineer: *Hole Montes***

177 Mr. Krebs stated he is tracking a water use permit modification submitted by the
178 Developer to learn of the changes; once a response is received, he would report his findings.

179 **B. District Counsel: *Coleman, Yovanovich & Koester***

180 • **Update: Legislative Bills – Florida Legislative Session**

181 Mr. Urbancic reported the following:

182 ➤ The Department of Justice recently issued a statement and guidelines related to website
183 accessibility requirements under the Americans with Disabilities Act (ADA) with respect to
184 governmental entities. Management already responded to the ADA requirements and the
185 CDD’s website is in compliance.

186 ➤ Several of the bills that were being tracked did not pass. One bill passed pertaining to
187 legal notices. The bill requires action by the County to create a publicly-accessible website
188 where notices can be posted. This could result in future advertising cost-savings for Special
189 Districts; the bill will likely be executed by the Governor.

190 Mr. Urbancic responded to questions regarding updating the District’s Rules of
191 Procedure and about the school parking rules that he is preparing.

192 **C. District Manager: *Wrathell, Hunt and Associates, LLC***

193 Mr. Adams reported the following:

194 ➤ Staff attended a meeting at River Hall Elementary with the Facilities Management
195 Group, including the Principal and Vice Principal, in response to the Board’s letter.

196 ➤ The Group previously met internally to examine the proposals outlined in the letter,
197 identified conflict points and communicated their wish to steer away from points of conflict.

198 ➤ They were amenable to the Board’s idea of an additional turn lane. Staff would develop
199 a cost proposal and present it to the Group.

200 ➤ He urged the school administrators to forward emails to Management, in order to keep
201 the Board apprised that the school is making a good faith effort to resolve the parking issues.

202 ➤ Some parents drive golf carts to pick up children, which creates safety concerns, so the
203 Board might have to issue a ruling banning the use of unregistered golf courts.

204 The Board and Staff discussed banning unregistered motor vehicles from the pick-up
205 line on public and private roads and enforcement.

206 • **NEXT MEETING DATE: May 5, 2022 at 3:30 P.M.**

207 ○ **QUORUM CHECK**

208 All Supervisors confirmed their attendance at the May 5, 2022 meeting.

209 **D. Operations Manager: *Wrathell, Hunt and Associates, LLC***

210 Mr. Willis stated the hog trapper has captured 15 adult hogs and two juveniles. He also
211 stated that he may ask the Board to consider postponing the program, at the end of May until
212 October or November. The consensus was to continue the program for the next two months.

213 Mr. Willis indicated that the Cascades requested a written agreement from the CDD
214 regarding splitting the bill and including the start and stop times. The Board agreed and asked
215 Mr. Willis to work on an agreement.

216

217 **FOURTEENTH ORDER OF BUSINESS**

**Public Comments: Non-Agenda Items (3
minutes per speaker)**

218

219

220 There were no public comments.

221

222 **FIFTEENTH ORDER OF BUSINESS**

Supervisors' Comments/Requests

223

224 At the request of a Board Member, Mr. Rewis provided a fire department status update.

225

226 **SIXTEENTH ORDER OF BUSINESS**

Adjournment

227

228

229 **On MOTION by Mr. Asfour and seconded by Mr. Morash with all in favor, the**
230 **meeting adjourned at 4:40 p.m.**

231

232

233

234

235

236

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

237
238
239
240
241
242

Secretary/Assistant Secretary

Chair/Vice Chair

RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT

11C

WRATHELL, HUNT & ASSOCIATES LLC.

2300 GLADES RD, #410W
BOCA RATON FL 33431

Lee County FL – Community Development Districts

04/15/2022

NAME OF COMMUNITY DEVELOPMENT DISTRICT	NUMBER OF REGISTERED VOTERS AS OF 04/15/2022
Babcock Ranch	0
Bayside Improvement	3,061
Bay Creek	756
Beach Road Golf Estates	1,220
Bonita Landing	361
Brooks I of Bonita Springs	2,298
Brooks II of Bonita Springs	1,523
East Bonita Beach	315
Mediterra	447
Parklands Lee	545
Parklands West	589
River Hall	1,888
River Ridge	1,488
Stonewater	0
Stoneybrook	1,770
Verandah East	840
Verandah West	982
University Square	0
University Village	0
Waterford Landing	1,490
WildBlue	503

Send to: Daphne Gillyard gillyardd@whhassociates.com Phone: 561-571-0010

Tammy Lipa – Voice: 239-533-6329

Email: tlipa@lee.vote

RIVER HALL COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

LOCATION

River Hall Town Hall Center, located at 3089 River Hall Parkway, Alva, Florida 33920

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 7, 2021	Regular Meeting	3:30 PM
November 4, 2021	Regular Meeting	3:30 PM
December 2, 2021 <i>rescheduled to December 9, 2021</i>	Regular Meeting	3:30 PM
December 9, 2021	Regular Meeting	3:30 PM
January 6, 2022	Regular Meeting	3:30 PM
February 3, 2022	Regular Meeting	3:30 PM
March 3, 2022	Regular Meeting	3:30 PM
April 7, 2022	Regular Meeting	3:30 PM
May 5, 2022	Regular Meeting	3:30 PM
June 2, 2022	Regular Meeting	3:30 PM
July 7, 2022	Regular Meeting	3:30 PM
August 4, 2022	Public Hearing & Regular Meeting	3:30 PM
September 1, 2022	Regular Meeting	3:30 PM