

INDIGO COMMUNITY
DEVELOPMENT DISTRICT

DECEMBER 19, 2019

AGENDA PACKAGE

Indigo

Community Development District

475 West Town Place, Suite 114, St. Augustine, Florida 32092

Phone: 904-940-5850 - Fax: 904-940-5899

December 12, 2019

Board of Supervisors
Indigo Community
Development District

Dear Board Members:

A special meeting of the Indigo Community Development District will be held Thursday, December 19, 2019 at 1:00 p.m. at the Holiday Inn Daytona Beach LPGA Blvd., Boardroom, 137 Automall Circle, Daytona Beach, Florida 32124. Following is the advance agenda for the meeting:

- I. Roll Call
- II. Audience Comments (Limited to 3 minutes per person)
- III. Approval of the Minutes of the October 23, 2019 Board of Supervisors Meeting
- IV. Consideration of Agreement with MBS Capital Markets, LLC for Underwriting Services
- V. Consideration of Proposals for Engineering Services
- VI. Ratification of Agreement with Team Rountree, Inc. for Landscape and Irrigation Maintenance Services
- VII. Consideration of Resolution 2020-01, Amending the FY19 General Fund Budget
- VIII. Consideration of Resolution 2020-02, Designating a Public Hearing Date for the Purpose of Adopting Amended and Restated Rules of Procedure
- IX. Staff Reports
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
 - D. Field Operations Manager
- X. Supervisors' Requests and Audience Comments (Limited to 3 minutes per person)
- XI. Approval of Check Register
- XII. Financial Statements as of November 30, 2019
- XIII. Next Scheduled Meeting – Wednesday, January 22, 2020 at 1:00 p.m. at the Holiday Inn LPGA
- XIV. Adjournment

Enclosed under the third order of business is a copy of the minutes of the October 23, 2019 meeting for your review and approval.

The fourth order of business is consideration of agreement with MBS Capital Markets, LLC for underwriting services. A copy of the agreement is enclosed for your review and approval.

The fifth order of business is consideration of proposals for engineering services. The proposals are due on Monday and will be distributed as soon as possible.

The sixth order of business is ratification of agreement with Team Rountree, Inc. for landscape and irrigation maintenance services. A copy of the agreement is enclosed for your review.

The seventh order of business is consideration of resolution 2020-01, amending the FY19 general fund budget. Copies of the resolution and amended budget are enclosed for your review.

The eighth order of business is consideration of resolution 2020-02, designating a public hearing date for the purpose of adopting amended and restated rules of procedure. Enclosed for your review is a memorandum from District Counsel explaining the substantive revisions, the resolution, and the redlined copy of the rules of procedure.

Enclosed are the check register and financial statements.

The balance of the agenda is routine in nature and staff will give their reports at the meeting. In the meantime if you have any questions, please contact me.

Sincerely,

James Perry

James A. Perry
District Manager

AGENDA

Indigo

Community Development District

Agenda

Thursday
December 19, 2019
1:00 p.m.

Holiday Inn Daytona Beach LPGA Blvd.
137 Automall Circle
Daytona Beach, Florida 32124
Call In # 1-800-264-8432 Code 752807
www.indigocdd.com

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MINUTES

INDIGO
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Indigo Community Development District was held Wednesday, October 23, 2019 at 1:00 p.m. in the Holiday Inn Daytona Beach LPGA Boulevard, Ballroom, 137 Automall Circle, Daytona Beach, Florida.

Present and constituting a quorum were:

Robert E. Welsh	Vice Chairman
John McCarthy	Assistant Secretary
Donald Parks	Assistant Secretary
Mark McCommon	Assistant secretary

Also Present were:

James Perry	District Manager
Katie Buchanan	District Counsel
Kurt von der Osten	Field Operations Manager
Jamie Rountree	Team Rountree
Mark Watts	Cobb Cole
George Leone	Corner Lot Development Group
Diane Enger	Resident

FIRST ORDER OF BUSINESS

Roll Call

Mr. Perry called the meeting to order at 1:00 p.m. and called the roll.

SECOND ORDER OF BUSINESS

Audience Comments

There being none, the next item followed.

THIRD ORDER OF BUSINESS

**Approval of the Minutes of the August 28,
2019 Meeting**

On MOTION by Mr. Parks seconded by Mr. McCommon with all in favor the minutes of the August 28, 2019 meeting were approved as presented.
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FOURTH ORDER OF BUSINESS

**Discussion of Possible Bond Financing for
Specific Undeveloped Lands**

Mr. Perry stated included in your agenda package are some documents provided by the landowner of those parcels with estimates of construction of roadways, stormwater systems, etc. I will turn it over to Mark Watts, an attorney with Cobb Cole, representing the landowner and he will give you a general overview of what they want the board to consider at future meetings.

Mr. Watts stated we sent you some preliminary information and what we are hoping you will do today is give us an informal green light to work with some of the folks you have used in the past on prior bond issues, Ken Artin, bond counsel and Brett Sealy the underwriter. All of this would be at our cost moving forward up to the point where we come back and ask you to formally consider a bond issue.

To put this in context for you I brought a few aerials. You have International Speedway Boulevard coming from I-95 and then wrapping around and this is the Grand Champion neighborhood. The sketch shows two phases of a road and a couple other pieces of infrastructure. We have finalized our approvals for the first phase and the key piece of infrastructure is the spine road and the turn lane improvements and they connect to Grand Champion. That was approved about ten years ago with all the development; it never finished so part of the infrastructure that was supposed to be built with this was never completed. We agreed as we went through with our entitlements with the city that we are going to make the full connection by the time we get to our second phase. There are three phases. Basically, this road will ultimately create an alternate route to avoid the light at LPGA. One of the other keys is the developer of the Grand Champion project was supposed to install a signal at Grand Champion and LPGA, they didn't, and that obligation is left hanging. We agreed when we did our traffic analysis for the buildout of the project, that will be a Phase 2 improvement when we made the connection to the roadway, we would also include that signal. The neighborhood out here is kind of desperate for that and we put an agreement together with the city where we agreed to do that right out of the gate, so we are doing that with our first phase, we are going to install the signal. Then we have a cost recovery agreement so as other projects come in that also send traffic through that signal there will be some cost recovery that comes back. We have given you an estimate between \$5.7 million and \$6 million worth of infrastructure and we would like to get at least an informal nod from you to let us work with your underwriters and staff to go forward and look at doing a bond issue for this property. We expect it will be secured on our parcels; there are other parcels that will have access of the spine road and

we have been talking to the owners of those properties and there may be some interest in it also being financed on their properties as well.

Mr. Perry stated when I looked at this material, I was assuming the signalization was going to occur LPGA Boulevard. Is there any signalization there?

Mr. Watts stated probably not. I don't anticipate signalization there, in fact, I think there will be when the county gets to the ultimate profile and does a four-lane on LPGA I think that will ultimately be a directional there. The full signal will be over at International Speedway Boulevard and Grand Champion.

Mr. Parks stated you might want to rethink that. How many homes are you talking about in the initial phase?

Mr. Watts stated our initial phase 195.

Mr. Parks asked then what is the buildout after 195?

Mr. Leone stated it will probably be around 450-460.

Mr. Watts stated we are permitted up to 600 but we will probably be somewhere in the 460 range.

Mr. Leone stated the LPGA corridor, Volusia County has mapped out where the full intersection would be versus directional versus where potential lights would go so they have a master transportation plan. We tried to get them their ultimate thinking on that process and they are not doing it. They are sticking to their transportation plan.

Mr. Watts stated from a future signal standpoint on LPGA one thing to point out is on the edge of the map is the Dunn Avenue Extension. We have this piece and a piece at the Dunn Avenue Extension and the right of way will be dedicated to the county as we are moving forward with our phases. Eventually the plan from the county's standpoint is to have the signal at the Dunn Avenue Extension so you would have a connection here that goes into the Dunn Avenue Extension that will connect to where there will be a signalization.

Mr. McCommon stated this is the first time I have seen this. What is the timing of when you plan on doing any of the development itself?

Mr. Watts stated Phase 1 we are fully through all the approval process everything is in place. We have the final plat for Phase 1 tentatively scheduled to go to the city commission the first meeting in November. That also allows the city to finalize our construction plans, which are

largely done, we are just waiting for the final plat that has to be approved so we are thinking we will get rolling early first quarter with the Phase 1 construction.

Mr. McCommon stated which would include some of the costs you are talking about here for the roads.

Mr. Watts stated that is right. Typically, and I defer to your counsel on how to structure things, a lot of times we work out an acquisition agreement where we are funding the construction and when bond proceeds are available, we can be repaid and convey the completed infrastructure.

Mr. Welsh asked what is the price of the homes?

Mr. Watts stated I'm not sure yet.

Mr. Parks asked what size lots?

Mr. Leone stated we have a mix of 40's and 50's.

Mr. McCommon stated if this were to go forward the repayment of the debt would be paid by those homeowners.

Mr. Watts stated it would be secured by those homeowners and perhaps a couple of the other willing property owners around us that also want to use that road network but at this point we are assuming it is just our project.

Mr. Leone stated it doesn't impact any existing properties.

Mr. Perry stated all the platted lots in the north and south or even undeveloped lands in the north.

Mr. McCommon stated they would be assessed for that debt only on their tax bill plus O&M.

Mr. Perry stated this is a layered upon the current debt that is already in place for their properties.

Mr. McCommon asked what costs would we incur related to the development itself?

Ms. Buchanan stated I think it is their intent that they don't require the district to incur any costs. Between now and when bonds would be issued we have a financing agreement in place where they would agree to pay any tangential costs such as engineering services, any fees associated with the exploratory process then once bonds are issued, bond proceeds would be used to fund the infrastructure and if they are insufficient they would have a funding agreement requirement to complete the improvements. There is not anticipated to be an obligation on the district.

Mr. McCommon asked who manages that process in terms of construction of everything?

Ms. Buchanan stated typically the district's engineer becomes involved, that being said, if you wanted to have a project engineer, we can do the RFQ process to open the door to more.

Mr. Watts stated our goal is to be no cost to the district or the existing residents in the district. We would cover the costs moving forward and work with your staff to make sure it is seamless. This would be the first step to know if you are receptive. We would come back to you for formal action, bond resolution and everything else before you issue anything. There would be a number of steps to get a full picture of what is going on.

Mr. Parks asked roughly how far south of the stadium is the entrance going to be?

Mr. Watts stated about 1,200 feet.

Mr. McCommon asked what about in terms of the entrance signage LPGA?

Mr. Perry stated typically, you want it to be somewhat consistent with what is already in place and a lot of times that will become the maintenance responsibility of the district along with the irrigation and maintenance of that.

Mr. McCommon asked are these planned?

Mr. Watts stated I don't believe we have right now, that is scheduled to go to the CDD as maintenance. I think depending on how we ultimately finance everything that could shift in that process. I think our final plat right now we have everything with the city.

Mr. McCommon stated we would want to have an entrance sign or walls or something.

Mr. Parks stated something similar to what is there now.

Mr. Watts stated I think there is existing language in the covenants that cover the property that require that as well.

Ms. Buchanan stated generally the improvement plan is going to have a broad description of the improvements that will be installed so it wouldn't necessarily include a schematic of the sign, but it would say an entry feature of similar size or style. Are you going to do the work and we are going to acquire it, or do you expect the district to manage it or are you still investigating?

Mr. Watts stated we are investigating that I think that is part of our discussion if the board is going to let us pursue this investigation.

Mr. Perry stated in the cost estimates I noticed there is nothing in there for utilities, water, sewer and reuse.

Mr. Watts stated correct, because we have assessments on the property already, we are trying to not overburden the project too much. We are trying to find a sweet spot where we can cover some of the costs but not put too much assessment on it.

Mr. von der Osten stated the debt is going to the new lots but as far as the O&M like everywhere else in the community the CDD maintains the arterial roadway, all the upgraded landscaping even if it is on city property so that would basically be the same situation along this part of the road, trees, entry monuments.

Mr. Perry asked are there any additional questions or concerns?

Mr. Parks asked do you need some kind of motion?

Ms. Buchanan stated I think if you could authorize a two part motion, one to not object to them moving forward with preliminary investigations as to the issuance of bonds for a new capital project and authorize the district chairman to execute a bond team financing funding agreement so that will be on their dime not yours.

On MOTION by Mr. Parks seconded by Mr. McCommon with all in favor there was no objection to the developer moving forward with preliminary investigations regarding the issuance of bonds for a new capital project and the chairman was authorized to execute a bond team financing funding agreement that will be prepared by district counsel.
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Ms. Buchanan stated the district engineer is not the original design engineer, so you don't necessarily have this continuity that you are trying to preserve. The district can do a request for qualifications to solicit new proposals for specific projects and if this is something you would like us to do because you were interested in not just necessarily working with the district engineer but potentially having more than one option now is the time.

Mr. Leone stated I think that probably makes sense and there would be some efficiency there.

Ms. Buchanan stated we will solicit for a project engineer potentially for these services and the board will evaluate any proposals. The thought behind that is that they do have an engineer they are working with and they may want to evaluate multiple options as compared to being locked into our district engineer right now. I don't think the engineer is the design engineer so he may not necessarily be as critical as it would be in the case of other CDDs where they have been there

from start to finish. That is a quick notice, it is two weeks and we could do that in advance of our next board meeting.

Mr. Leone stated that would be great.

FIFTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

There being none, the next item followed.

B. District Engineer

There being none, the next item followed.

C. District Manager

There being none, the next item followed.

D. Field Operational Manager

Mr. von der Osten stated the ongoing issue we hear the most about are the landscape and tree lights. We have another 50 coming in the first week of November to start replacing. When we have a strobing light, we have the guys disconnect it. At least if it is out it is not as noticeable as with the strobing. You have seen the signals on at the Champions entrance, the sidewalks have been re-poured so we are ready to start replanting the annuals and have it ready before Thanksgiving.

Mr. Rountree stated he is in the process of redoing the irrigation right now. As soon as the irrigation is done, we start planting.

Mr. von der Osten stated Publix is set to open November 7th.

Mr. McCommon asked what is the status of the palms?

Mr. von der Osten stated I think we left it to where you wanted to see some pictures of different types of palms. The project season is coming up because the growing season is just starting to pass. We were talking between Queens, Washingtonians, Sylvester and if you don't mind we can send a PDF out so you get pictures.

Mr. Welsh asked what palm grows the tallest?

Mr. Rountree responded I believe right now the tallest we have or will be installing are the Washingtonians. That being said, there are types of Washingtonians so the ones that were originally installed when they were first put in were already 30 feet high so in 20 some years, they basically doubled in size so now they are 60+ feet. The ones we put in ten years ago at International Golf were 18 feet when we put them in overall and they might be between 22 to 24 feet because they are a fat boy versus that skinny tree. The fatter ones are the slow growing ones and the tall skinny ones just get taller and taller.

Mr. Welsh stated maybe in the long run we should limit ourselves to a palm that doesn't grow as fast.

Mr. von der Osten stated I agree.

Mr. Rountree stated the ones we have budgeted to go in are the fat boy Washingtonians. The other question, and why we want to send pictures out, is Mr. McCarthy talked about the Queens I put in for him that are gorgeous. There are two medians on International Golf and Champions Drive, LP entrances you have a very large bed that when we would utilize Washingtonians there and a smaller bed that we would utilize the Queens in. You actually get the best of both worlds and at the end of those island where the Ligustrums are we were going to put a focal point type tree such as a Sylvester Palm or Magnolia. I would say your theme is palms and I would stay with it.

Mr. Parks stated you said you are nearing completion of the irrigation on Champions Drive.

Mr. Rountree stated LPGA, Champions Drive entrance where the construction was.

Mr. Parks asked is the contractor doing the work across the road paying for that?

Mr. Rountree stated correct. John Hall Construction has reached out to us and asked us to do the repairs, just like down in SW 29 where Webber Construction did it they paid us to do it. They wanted to use us because we are the ones who maintain it and have to maintain the system after it is installed.

Mr. McCommon asked what about the stones that are kind of the roadway itself?

Mr. von der Osten stated I noticed it this week and I will contact the city. It is just annual settlement and bumpiness that has been happening every year.

Mr. McCommon stated I don't suppose you have heard from Consolidated Tomoka about the signage. That is not happening for all intents and purposes.

Mr. von der Osten stated I seriously doubt it.

Mr. Welsh stated they sold all their land holdings.

Mr. McCommon stated I have gotten a couple emails over the last few months from people complaining about the overpass, about weeds where the rocks are and so forth. I tell them to come to the meeting. We are kind of just planning on keeping it as is for now.

Mr. Rountree stated we have some jasmine going in, the rocks are scheduled to be treated again. It is mostly on the north side that gets discolored. The rocks get discolored on the north and the jasmine dies on the south because it is in the sun. Both projects are scheduled right now. Where are they talking about weeds?

Mr. McCommon stated just in general comments about how they felt it looked really bad. Previously I told them due to the construction traffic we deferred doing some things as well but I wanted to bring that up.

Mr. Rountree stated we wouldn't put the jasmine in until we got all the irrigation fixed. Again, this board has opted to limit the budget up there and we are doing the bare necessities.

SIXTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

There being none, the next item followed.

SEVENTH ORDER OF BUSINESS

Approval of Check Register

On MOTION by Mr. Welsh seconded by Mr. Parks with all in favor the check register was approved.

EIGHTH ORDER OF BUSINESS

Financial Statements as of September 30, 2019

Mr. Perry reviewed the financials, which were included in the agenda package.

Mr. Welsh asked where are we on collections?

Mr. Perry stated we are about 90% collected so we are not fully collected at this point. There will probably be some small amounts coming in from tax certificate sales over the next couple of months. Even with that 10% off we are about \$100,000 less than we assessed for O&M with the cash we built up over the years we can absorb that even with the reduction in assessments we had this year. You are in good financial shape. Eventually you will either collect those O&M assessments by tax certificates or during the foreclosure process.

Keep in mind we need a ranking of those projects and we probably need to revisit that again and make sure we are on track. The board had authorized \$100,000 for several of those projects and we want to keep those on track.

NINTH ORDER OF BUSINESS

**Next Scheduled Meeting – November 21, 2019
at 1:00 p.m. @ Holiday Inn**

Mr. Perry stated the next scheduled meeting will be November 21, 2019 at 1:00 p.m. in the same location.

Ms. Buchanan stated I don't have anything other than that RFQ, I don't know how quickly they need that done but it is right before Thanksgiving.

Mr. Perry stated if any of you are not going to be here let us know because that time of year it starts to get hard to get quorum and we understand that and if there is anything we need to push along and can't get quorum on that date we will change the meeting date to accommodate schedules. The only thing I can think of are the proposals they talked about.

On MOTION by Mr. Welsh seconded by Mr. McCommon with all in favor the meeting adjourned at 1:38 p.m.
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Secretary/Assistant Secretary

Chairman/Vice Chairman

FOURTH ORDER OF BUSINESS



MBS CAPITAL MARKETS, LLC

AGREEMENT FOR UNDERWRITING SERVICES INDIGO COMMUNITY DEVELOPMENT DISTRICT

December 19, 2019

Board of Supervisors
Indigo Community Development District

Dear Supervisors:

MBS Capital Markets, LLC (the "Underwriter") offers to enter into this agreement (the "Agreement") with the Indigo Community Development District (the "District") which, upon your acceptance of this offer, will be binding upon the District and the Underwriter. The District is proposing to issue one or more series of bonds (the "Bonds") to acquire and/or construct certain public infrastructure improvements for Parcels SW-30 and SW-32 including its Series 2020 Bonds to acquire and/or construct the initial phase of public infrastructure for the referenced parcels that may include, without limitation, roads, water, sewer and storm water management improvements. This Agreement will cover the engagement for the Series 2020 Bonds and will be supplemented for future bond issuances.

1. Scope of Services: The scope of services to be provided in a non-fiduciary capacity by the Underwriter for this transaction will include those listed below.

- Advice regarding the structure, timing, terms, and other similar matters concerning the particular municipal securities described above.
- Preparation of rating strategies and presentations related to the issue being underwritten.
- Preparations for and assistance with investor "road shows," if any, and investor discussions related to the issue being underwritten.
- Advice regarding retail order periods and institutional marketing if the District decides to engage in a negotiated sale.
- Assistance in the preparation of the Preliminary Official Statement, if any, and the Final Official Statement.
- Assistance with the closing of the issue, including negotiation and discussion with respect to all documents, certificates, and opinions needed for the closing.
- Coordination with respect to obtaining CUSIP numbers and the registration with the Depository Trust Company.
- Preparation of post-sale reports for the issue, if any.
- Structuring of refunding escrow cash flow requirements, but not the recommendation of and brokerage of particular municipal escrow investments.

Member: FINRA/SIPC



MBS CAPITAL MARKETS, LLC

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2. **Fees:** The Underwriter will be responsible for its own out-of-pocket expenses other than the fees and disbursements of underwriter's or disclosure counsel which fees shall be paid from the proceeds of the Bonds. Any fees payable to the Underwriter will be contingent upon the successful sale and delivery or placement of the Bonds. The underwriting fee for the sale or placement of the Bonds will be 2% of the par amount of Bonds issued.
3. **Termination:** Both the District and the Underwriter will have the right to terminate this Agreement without cause upon 90 days written notice to the non-terminating party.
4. **Purchase Contract:** At or before such time as the District gives its final authorization for the Bonds, the Underwriter and its counsel will deliver to the District a purchase or placement contract (the "Purchase Contract") detailing the terms of the Bonds.
5. **Notice of Meetings:** The District shall provide timely notice to the Underwriter for all regular and special meetings of the District. The District will provide, in writing, to the Underwriter, at least one week prior to any meeting, except in the case of an emergency meeting for which the notice time shall be the same as that required by law for the meeting itself, of matters and items for which it desires the Underwriter's input.
6. **Disclosures Concerning the Underwriter's Role Required by MSRB Rule G-17.** The Municipal Securities Rulemaking Board's Rule G-17 requires underwriters to make certain disclosures to issuers in connection with the issuance of municipal securities. Those disclosures are attached hereto as "Exhibit A." By execution of this Agreement, you are acknowledging receipt of the same.



MBS CAPITAL MARKETS, LLC

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This Agreement shall be effective upon your acceptance hereof and shall remain effective until such time as the Agreement has been terminated in accordance with Section 3 hereof.

Sincerely,
MBS Capital Markets, LLC

Brett Sealy
Managing Partner

Approved and Accepted By: _____

Title: _____

Date: _____



MBS CAPITAL MARKETS, LLC

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EXHIBIT A

Disclosures Concerning the Underwriter's Role

- (i) Municipal Securities Rulemaking Board Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors;
- (ii) The Underwriter's primary role is to purchase securities with a view to distribution in an arm's-length commercial transaction with the District and it has financial and other interests that differ from those of the District;
- (iii) Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the District under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the District without regard to its own financial or other interests;
- (iv) The Underwriter has a duty to purchase securities from the District at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and
- (v) The Underwriter will review the official statement for the District's securities in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

Disclosure Concerning the Underwriter's Compensation

Underwriter's compensation that is contingent on the closing of a transaction or the size of a transaction presents a conflict of interest, because it may cause the Underwriter to recommend a transaction that it is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Conflicts of Interest

Payments to or from Third Parties. There are no undisclosed payments, values, or credits to be received by the Underwriter in connection with its underwriting of this new issue from parties other than the District, and there are no undisclosed payments to be made by the Underwriter in connection with this new issue to parties other than the District (in either case including payments, values, or credits that relate directly or indirectly to collateral transactions integrally related to the issue being underwritten). In addition, there are no third-party arrangements for the marketing of the District's securities.

Profit-Sharing with Investors. There are no arrangements between the Underwriter and an investor purchasing new issue securities from the Underwriter (including purchases that are contingent upon the



MBS CAPITAL MARKETS, LLC

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delivery by the District to the Underwriter of the securities) according to which profits realized from the resale by such investor of the securities are directly or indirectly split or otherwise shared with the Underwriter.

Credit Default Swaps. There will be no issuance or purchase by the Underwriter of credit default swaps for which the reference is the District for which the Underwriter is serving as underwriter, or an obligation of that District.

Retail Order Periods. For new issues in which there is a retail order period, the Underwriter will honor such agreement to provide the retail order period. No allocation of securities in a manner that is inconsistent with a District's requirements will be made without the District's consent. In addition, when the Underwriter has agreed to underwrite a transaction with a retail order period, it will take reasonable measures to ensure that retail clients are bona fide.

Dealer Payments to District Personnel. Reimbursements, if any, made to personnel of the District will be made in compliance with MSRB Rule G-20, on gifts, gratuities, and non-cash compensation, and Rule G-17, in connection with certain payments made to, and expenses reimbursed for, District personnel during the municipal bond issuance process.

FIFTH ORDER OF BUSINESS

SIXTH ORDER OF BUSINESS

**LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES AGREEMENT
BY AND BETWEEN INDIGO COMMUNITY DEVELOPMENT DISTRICT
AND TEAM ROUNTREE, INC.**

THIS LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT (“AGREEMENT”) is made and entered into this 10th day of December, 2019, by and between:

INDIGO COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Volusia County, Florida, and whose address is 475 West Town Place, Suite 114 World Golf Village, St. Augustine, Florida 32092 (“District”); and

TEAM ROUNTREE, INC., whose address is 2351 Bellevue Avenue, Daytona Beach, Florida 32114 (“Contractor”).

RECITALS

WHEREAS, the District was established by administrative rule of the Florida Land and Water Adjudicatory Commission, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including surface water management systems, roadways, landscaping, and other infrastructure; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands as identified on the Scope of Services, attached hereto as **Exhibit A**, within and around certain areas of the District, as identified in **Exhibit B**; and

WHEREAS, the Contractor submitted a proposal, attached hereto as **Exhibit C** and incorporated herein by reference (“Proposal”), and represents that it is qualified to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and are incorporated by reference as a material part of this Agreement.

2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional landscape and irrigation maintenance services within presently accepted standards. Upon all parties executing this Agreement, the Contractor shall provide the District with the specific services identified in **Exhibit A** of this Agreement.

- B. While providing the services identified in **Exhibit A** of this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the services.
- C. The Contractor shall provide the specific professional services as shown in Paragraph 3 of this Agreement.

3. SCOPE OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES. The duties, obligations, and responsibilities of the Contractor are those described in the Scope of Services attached hereto as **Exhibit A** (“Work”). Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

4. MANNER OF CONTRACTOR’S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake the Work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

- A. Should any Work and/or services be required which are not specified in this Agreement or any addenda, but are nevertheless necessary for the proper provision of services to the District, such Work or services shall be fully performed by the Contractor after prior approval of a written work order (“Work Order”).
- B. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District authorizes the Contractor to perform such work through an authorized Work Order, signed by the representative of the District.
- C. The District shall designate in writing a person to act as the District’s representative with respect to the services to be performed under this Agreement. The District’s representative shall have complete authority to transmit instructions, receive information, approve Work Orders, interpret and define the District’s policies and decisions with respect to materials, equipment, elements and systems pertinent to the Contractor’s services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control.

(1) The District hereby designates Kurt von der Osten of Solaris Management Services and Jim Perry, of Governmental Management Services, LLC, to act as its representatives. The Contractor shall not

take direction from anyone other than the District's designated representatives. The District shall have the right to change its designated representative at any time by written notice to the Contractor.

(2) The Contractor agrees to meet the District's representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays & Sundays if needed to make up Rain Days with notification to the District's representative.

E. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

5. **COMPENSATION; TERM.**

A. This Agreement shall commence on September 21, 2018 and end on September 30, 2020 ("Initial Term"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement may be renewed for three (3) additional one (1) year terms on the same terms provided herein, in the District's sole discretion.

B. As compensation for the Community Maintenance Services, described in **Exhibit A**, the District agrees to pay the Contractor twelve (12) monthly payments of Thirty-Eight Thousand Five Hundred Seven Dollars (\$38,507.00), for an annual total price of Four Hundred Sixty-Two Thousand Eighty-Four Dollars (\$462,084.00).

C. As compensation for the I-95 Interchange Maintenance Services, described in **Exhibit A**, the District agrees to pay the Contractor twelve (12) monthly payments of Four Thousand Two Hundred Dollars (\$4,200.00), for an annual total price of Fifty Thousand Four Hundred Dollars (\$50,400.00).

D. If the District should need to reduce work or services, or desire additional work or services, or reduce/add additional lands to be maintained, the Contractor agrees to negotiate in good faith to reduce/undertake such additional work or services. All additional work or services must be approved by the Board and/or District Representative and an executed Work Order must be provided prior to the commencement of work. The

Work Order shall incorporate the terms of this Agreement as if expressly set forth herein. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed in writing. Nothing herein shall be construed to require the District to use the Contractor for any such additional work or services, or to add additional lands to be maintained.

(1) *Payments by District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70, Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

(2) *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash all costs of labor, materials, services and equipment used in the performance of the Work, if any, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of work, sums paid to date, sums owed, and sums remaining to be paid. Additionally,

the District may require that the Contractor provide proof of any payments made by the Contractor.

6. INSURANCE.

- A.** The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:
- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - a. Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
 - (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
 - (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B.** The District, its staff, supervisors and consultants shall be named as additional insureds. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII.
- C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to

pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

7. INDEMNIFICATION.

- A.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- B.** The Contractor shall indemnify, defend, save and hold harmless the District, the District's Board of Supervisors, District Staff and the District's representatives from all loss, damage, injury or harm of any nature whatsoever, including all judgments, liens, liabilities, debts, and obligations, resulting from the acts or omissions of Contractor, the Contractor's officers, directors, agents, assigns, employees, or subcontractors which cause harm to persons or property. Without limiting the foregoing, if the Contractor causes any damage to property within the District, including but not limited to landscape lighting and irrigation system components, as a result of the Contractor's acts or omissions in performing its duties under this Agreement, the Contractor shall immediately notify the District, and shall repair all damage and/or replace damaged property to the satisfaction of the District or reimburse the District for such damages.
- C.** The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the limitations on liability contained in Section 768.28, Florida Statutes or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.

8. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such agency after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall promptly discharge any such claim or lien.

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

11. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

12. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

13. TERMINATION. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice of termination. The Contractor agrees that the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. Upon any termination of this Agreement, the Contractor shall be entitled to payment pursuant to paragraph 5 of this Agreement and through the time of the effective termination of this Agreement, but subject to whatever claims or off-sets the District may have against the Contractor including but not limited to the Contractor's failure to provide services through the effective termination of this Agreement.

14. PERMITS AND LICENSES. All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

15. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment of this Agreement without such prior written approval shall be void.

16. SUBCONTRACTORS. Contractor shall not use any subcontractors not identified in the subcontractor list attached to its Proposal without the express, written permission of the District.

17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

19. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. To the extent that there is any conflict between the provisions of this Agreement and the Proposal attached hereto as **Exhibit C**, the provisions of this Agreement shall control.

20. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.

21. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

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

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

A. If to the District:	Indigo Community Development District 475 West Town Place, Suite 114 World Golf Village St. Augustine, Florida 32092 Attn: Jim Perry, District Manager
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With a copy to:

Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Katie S. Buchanan, District Counsel

B. If to the Contractor:

Team Rountree, Inc.
2351 Bellevue Avenue
Daytona Beach, Florida 32114
Attn: James Rountree

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

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

25. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be Volusia County, Florida.

26. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Jim Perry ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that

public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 940-5850, JPERRY@GMSNF.COM, OR AT 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.

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

28. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

29. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

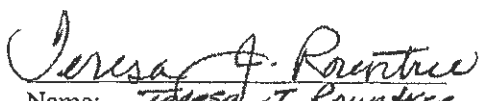
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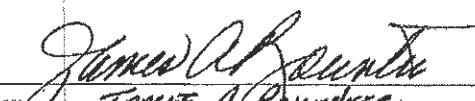
INDIGO COMMUNITY DEVELOPMENT DISTRICT


Secretary/Assistant Secretary


Chairman, Board of Supervisors

TEAM ROUNTREE, INC.


Name: Teresa J. Rountree


By: JAMES A. Rountree
Its: PRESIDENT 11/27/17

- Exhibit A: Scope of Services/Detailed Specifications
Exhibit B: Maintenance Maps
Exhibit C: Proposal for Landscape and Irrigation Maintenance

EXHIBIT A
SCOPE OF SERVICES/DETAILED SPECIFICATIONS

INDIGO COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT "B"
DETAILED SPECIFICATIONS
Landscape and Irrigation Maintenance Services

200 - FERTILIZATION

200.1. The Contractor shall fertilize the turf, shrubs, plants, groundcover and trees to maintain them in a healthy growing condition, free of symptoms of nutritional deficiency or undesirable appearance.

200.2. Fertilizer shall be applied as evenly as possible by hand or by special mechanical applicator.

200.3. Not less than seventy-two (72) hours prior to the application or placement of any fertilizer, the Contractor shall notify the District of the time and date the fertilizer will be applied. Failure on the part of the Contractor to so notify the District shall result in the Contractor forfeiting any and all right to payment for the applications made without proper notification.

200.4 All chemicals used must be: safe to use on the turf, shrubs, plants, groundcovers and trees being sprayed; approved by the District; regulated by the State of Florida and the Federal Government; and used in accordance with the manufacturers' recommendations.

200.5. The Contractor shall assume full responsibility for spray damage to the turf, shrubs, plants, groundcover and trees being sprayed and to the surrounding turf, shrubs, plants, groundcover, trees and flowers on District and adjacent non-District properties.

201.0 - FERTILIZATION – ST. AUGUSTINE TURF:

201.1 Six applications of fertilizer shall be applied annually. Four applications shall be granular slow release and the remaining two applications shall be liquid applications. All six applications will be formulated to complement the soil based upon the soil sample test results and reviewed with the District before application.

201.2 The Contractor shall use a granular fertilizer with (a) 60% in a water soluble form and 40% as an SCU with a complete minor element program. Fertilizer may not contain oxides.

201.3 Soil test samples are to be taken by the Contractor quarterly and the results shall be given to the District for review. The total number and location of soil samples is to be determined by District. If the need for formulation changes is indicated, the District will advise the Contractor in writing for implementation.

202.0 - FERTILIZATION – BAHAI TURF:

202.1. Two applications of fertilizer shall be applied annually. Both of these applications shall be granular slow release. Applications will be formulated to complement the soil based upon the soil sample test results and reviewed with the District before application.

202.2. The Contractor shall use a granular fertilizer with (a) 60% in a water soluble form and 40% as an SCU with a complete minor element program. Fertilizer may not contain oxides.

202.3. Soil test samples are to be taken by the Contractor quarterly and the results shall be given to the District for review. The total number and location of soil samples is to be determined by District. If the need for formulation changes is indicated, the District will advise the Contractor in writing for implementation.

203.0 - FERTILIZATION – SHRUBS AND PLANTS:

203.1 A Fertilizer blend of 8-10-10 containing a minor elements package at a rate of 2 lbs. per 1000 square feet shall be applied four times per year during spring and fall.

204.0 - FERTILIZATION – TREES:

204.1. A fertilizer blend of 8-10-10 shall be applied four times per year. Two applications shall be granular slow release and the remaining two applications shall be installed by means of deep-root injection.

300 WEED CONTROL

300.1. Not less than seventy-two (72) hours prior to the application or placement of any chemicals for weed control, the Contractor shall notify the District of the time and date that the Contractor will apply the chemicals. Failure on the part of the Contractor to so notify the District shall result in the Contractor forfeiting any and all right to payment for the applications made without proper notification.

300.2. All chemicals used must be: safe to use on the turf, shrubs, plants, groundcover and trees being sprayed; approved by the District; regulated by the State of Florida and the Federal Government; and used in accordance with the manufacturers' recommendations.

300.3. The Contractor shall assume full responsibility for spray damage to the turf, shrubs, plants, groundcover and trees being sprayed and to the surrounding turf, shrubs, plants, trees and flowers and to District and adjacent non-District properties.

300.4 No spraying for weeds may be done when there is any danger of winds causing a spray drift onto surrounding shrubs, plants, trees, flowers and turf and to the adjacent non-District properties.

301.0 - WEED CONTROL _ ST AUGUSTINE AND BAHIA TURF:

301.1. In March and November, Atrazine shall be applied at labeled rate to the St. Augustine turf to control broadleaf weeds.

301.2. Basagran shall be applied as needed for sedge control.

400 - INSECT AND PEST CONTROL

400.1. Not less than seventy-two (72) hours prior to the application or placement of any chemicals for insect and pest control, the Contractor shall notify the District of the time and date that the Contractor will apply the chemicals. Failure on the part of the Contractor to so notify the District shall result in the Contractor forfeiting any and all right to payment for the applications made without proper notification.

400.2. All chemicals used must be: safe to use on the turf, shrubs, plants, groundcover and trees being sprayed and to surrounding shrubs, plants, groundcover, trees and flowers; regulated by the State of Florida and the Federal Government; used in accordance with the manufacturers' recommendations; and applied by a certified pest control operator.

400.3. The Contractor shall assume full responsibility for spray damage to the turf, shrubs, plants, groundcover, trees being sprayed and to the surrounding turf, shrubs, plants, groundcover, trees, and flowers.

400.4. No spraying for insect and pest control may be done when there is any danger of winds causing a spray drift onto surrounding shrubs, plants, groundcover, trees, flowers, and turf.

401.0 INSECT AND PEST CONTROL _ ST AUGUSTINE TURF

401.1. An insect and pest control program designed to prevent damage to St. Augustine turf will be provided by the Contractor. The Contractor shall inspect the turf at each mowing for insects and pests. Talstar or other approved product at the labeled rate per 1,000 square feet shall be applied in May and in July for lawn damaging insects, including but not limited to fire ants, chinch bugs, sod web worms, army worms, and mole crickets, with additional spot treatment as needed. The District shall be informed by the Contractor of all activities or problems.

401.2. The Contractor assumes full responsibility for insect damage to the St. Augustine turf and shall replace any St. Augustine grass sod damage through negligence of any maintenance activities specified in the section.

402.0 - INSECT AND PEST CONTROL - BAHIA TURF:

402.1. An insect and pest control program designed to prevent damage to Bahia turf will be provided by the Contractor. The Contractor shall inspect the turf at each mowing for

insects and pests. District approved chemicals shall be applied in March for mole crickets. Talstar, or other District approved chemical, shall be applied as needed to control other lawn damaging insects and fire ants. The District shall be informed by the Contractor of all activities or problems.

402.2. Contractor shall replace any Bahia sod damaged through negligence of any maintenance activities specified in this section.

403.0 - INSECT AND PEST CONTROL – SHRUBS AND PLANTS:

403.1. When potentially damaging insects or pests are detected on landscape plants, the Contractor shall apply the appropriate control measures. These may be general purpose or systemic insecticides and their selection shall be related to the way they damage plants. The Contractor shall perform a minimum of four applications of insecticides per year.

403.2. If the Contractor determines that the infected shrubs, plants, or groundcover should be removed in order to protect the surrounding shrubs, plants, and/or turf, the District shall be notified promptly. Removal and replacement of infected shrubs, plants, or groundcover shall be at the direction of the District.

403.3. The Contractor shall assume full responsibility for insect and pest damage to the shrubs and shall replace any and all shrubs and plants damaged through negligence of any maintenance activities specified in the section.

404.0 - INSECT AND PEST CONTROL – TREES:

404.1. When insects are detected and are reaching damaging levels as determined by District on any trees the Contractor shall apply the appropriate control measures as needed. These may be general purpose or systemic insecticides and their selection shall be related to the way they damage that particular variety of trees. The chemical selected shall control the target pest and be safe to use. Whenever possible, the Contractor shall use a mechanical control method. The number of sprays per year needed cannot be predicted. The Contractor must provide for an allowance in his bid, however, to plan for insect control. The Contractor shall plan for a minimum of four sprays for all trees as an average.

404.2. If the Contractor determines that the infected trees should be removed in order to protect the surrounding shrubs, plants, trees, and/or turf, the District shall be notified promptly. Removal and replacement of infected trees shall be at the direction of the District. In some cases, the Contractor shall remove infected soil and replace with new soil before replacing the trees. The Contractor shall replace any and all trees damaged through negligence of any maintenance activities specified in this section.

404.3. The Contractor shall assume full responsibility for insect and pest damage to the trees and shall replace any and all trees damaged through negligence of any maintenance activities specified in the section.

500 DISEASE CONTROL

500.1 Not less than seventy-two (72) hours prior to the application or placement of any chemicals for disease control, the Contractor shall notify the District of the time and date that the Contractor will apply the chemicals. Failure on the part of the Contractor to so notify the District shall result in the Contractor forfeiting any and all right payment for the applications made without proper notification.

500.2. All fungicides/chemicals used must be: safe to use on the shrubs, plants, groundcover, trees and/or turf being sprayed; approved by the District; regulated by the State of Florida and the Federal Government; used in accordance with the manufacturers' recommendations.

500.3. The Contractor shall assume full responsibility for spray damage to all shrubs, plants, groundcover and trees and/or turf being sprayed and to surrounding shrubs, plants, groundcover, flowers, and trees. Contractor's application technician shall be properly trained and licensed for commercial spraying. A photocopy of his license shall be attached.

501.0 DISEASE CONTROL – ST. AUGUSTINE TURF:

501.1. The Contractor shall inspect the turf at regular intervals for grass disease and shall spray on an "as needed" basis. The District shall be informed by the Contractor of all activities or problems. The Contractor shall replace any and all St. Augustine grass sod damaged through negligence of any maintenance activities specified in this section.

502.0 - DISEASE CONTROL – SHRUBS AND PLANTS:

502.1. Shrub and plant fungicides shall be applied to assist in the treatment of diseases. All shrubs and plants shall be treated with 2.0 oz. of Subdue per 100 gallons of water, as needed.

502.2. Other chemicals to control or prevent disease approved by the District may be used on selected shrubs and plants.

502.3. The Contractor shall replace any and all shrubs and plants damaged through negligence of any maintenance activities specified in this section.

503.0 - DISEASE CONTROL – TREES:

503.1. Fungicides appropriate for the individual tree/palm varieties shall be applied to assist in the treatment of disease on an "as needed" basis. The best method of control shall be used "as needed" by the Contractor for the given situation.

503.2. All palm trees will have a crown drench treatment applied quarterly for the treatment of boring insects and crown rot.

503.3. The Contractor shall replace any and all trees damaged through negligence of any maintenance activities specified in this section.

503.4. The Contractor is not responsible for damage caused by acts of God and vandalism.

1100 TURF

1101.0 TURF/ST. AUGUSTINE- MOWING:

1101.1. Mowing of all turf areas shall be performed no less than once each seven (7) days during the months of April through September. Mowing shall be performed no less than once every two (2) weeks during the months of October through March. The Contractor shall use a minimum of 39 mowings per year to compute frequency of cutting and the cost thereof. At times, the frequency of mowing shall be modified when fertilization causes "flushes" requiring more frequent mowing or when production of seed heads mars the appearance of the turf.

1101.2. The blade setting on lawn mowing equipment shall be at a setting to prevent "scalping" and, after mowing, to maintain a turf height of 4-5 inches, except during periods when turf is being renovated or for other approved reasons.

1101.3. The Contractor shall use rotary mowers with sharp blades which are correctly balanced.

1101.4. The Contractor shall assume full responsibility for replacement of sod damage caused by "scalping" or other mechanical damage and for any costs to repair sprinkler heads, pipes, wires, controllers, valve boxes, street signs, street and landscape lights, and any other property/items damaged by lawn mowing equipment.

1101.5. Any visible or unsightly clippings which remain on the turf will be removed at time of service and disposed of on site at a location designated by the District.

1101.6. Sidewalks, plant beds and borders shall be maintained free of grass clippings and trash.

1101.7 Every effort shall be made as to prevent grass clippings from being dispersed towards or into retention ponds or other waterways. Failure to follow this will result in a back charge to Contractor for additional aquatic control visits.

1101.8. The Contractor shall police the grounds prior to each mowing to remove and dispose of all trash and debris.

1102.0 TURF/ST. AUGUSTINE- EDGING:

1102.1. Mechanical edging of all turf grass areas adjacent to street signs, street

lights, controllers, valve boxes, transformers, and other landscape, i.e. curbs, streets, and sidewalks, shall be performed with each mowing to prevent grass encroachment over hard surfaces. Mechanical edging of all turf grass areas adjacent to shall be performed with every mowing to prevent grass encroachment onto beds and borders.

1102.2. Chemical edging shall not be permitted unless written approval is obtained from the District.

1102.3. Dirt, trash, and debris resulting from edging operations shall be removed and all areas shall be left in clean condition before the end of the working day.

1102.4. The Contractor shall assume full responsibility for any costs to repair sprinkler heads, pipes, wires, controllers, valve boxes, street signs, street and landscape lights, and any other property/items damaged by lawn edging or trimming equipment.

1103.0 TURF/BAHIA

1103.1. The Contractor's responsibilities shall include mowing of all non-irrigated, bahia grassed areas to the water's edge around all lakes shown on the attached map.

1103.2. Mowing to within two (2) feet of the water's edge of all lakes shall be performed no less than once each seven (7) days during the months of May through September. Mowing shall be performed a minimum of every two (2) weeks during the months of October through April. The two-foot area adjacent to the water's edge around all lakes shall be hand trimmed of any non-aquatic weeds at least once every month. If the weather is colder than normal during the months of October through April and growth is restricted, mowing frequency may be decreased to less than once every two (2) weeks. However, in no event shall mowing frequency be less than once every four (4) weeks. Mowing height for these areas shall be 3-3.5 inches.

1104.0 TURF REPLACEMENT

1104.1. The Contractor shall replace any and all turf areas which were damaged through negligence of any landscape maintenance activity specified in this section.

1200 SHRUBS, PLANTS, GROUND COVER AND TREES

1201.0 SHRUBS, PLANTS PRUNING/TRIMMING/REMOVAL/ REPLACEMENT:

1201.1. All pruning, including hedges around transformers and lift stations adjacent to the roadways, shall be performed as required to maintain the natural shape and characteristics of the plant variety and/or to renew the vigor of the particular shrub or plant; however, in no event shall the pruning be performed less than every 2-4 weeks in the summer months and every 5-6 weeks in the winter months. The District is to inform the Contractor of any preference in the pruning of any shrubbery or hedges.

1201.2. All dead, broken or diseased plant material must be pruned with each

mowing. When diseased plant material is removed, the cut should be made well into healthy plant tissue.

1201.3. Flowering shrubs generally should not be pruned until after their bloom period. If they are constant bloomers, pruning can be done best in the Spring after the first blush of blooms.

1201.4. Oleanders at the I-95 overpass shall be trimmed on a monthly basis to ensure they are not a sight obstruction.

1201.5 All grasses such as Cordgrass, Mully and Fakahatchee grass shall be trimmed a minimum of once every three months in order to keep a neat and trimmed appearance. Some areas may require additional trimming such as the Grande Champion Blvd. Entrance so as not have an overgrown or unkept appearance. The District may inform the Contractor of any preference in the trimming schedule and rotation of grasses.

1201.6. Any plant materials around walls, fences, lighting accent fixtures, signage, and transformers shall be trimmed on a regular basis.

1201.7. The Contractor shall advise the District of any dead shrubs or plants. At the direction of the District, the Contractor shall remove the dead plants or shrubs and replace them based on the unit price(s) set forth on a plant schedule to be separately negotiated between the Owner and Contractor. All new shrubs or plants shall be planted well above grade to allow the root ball to dry during periods of heavy rainfall. All 3-gallon container shrubs or plants shall be planted with 2" to 3" of the root ball above grade.

1201.8. The Contractor shall remove all pruned materials and debris from the site each day.

1202.0 SHRUBS, PLANTS, FLOWER BEDS, AND HARDSCAPE - WEED CONTROL:

1202.1. The Contractor shall keep all planted areas free of weeds by hand pulling. The Contractor may, upon obtaining written approval of the District, use a pre-emergent such as Barricade to augment hand pulling the weeds. The Contractor may use 6.0 oz. of either Poast or Fusilade (or label rate) with 4.0 oz. of oil in three gallons of water to control grassy weeds in ornamentals.

1202.2 Sand Bunkers located at the I-95 Interchange shall be kept free of all weeds and kept in a fresh and tidy appearance.

1202.3. Not less than seventy-two (72) hours prior to the application or placement of any chemicals for weed control; the Contractor shall notify the District of the time and date that the Contractor will apply the chemicals. Failure on the part of the Contractor to so notify the District shall result in the Contractor forfeiting any and all right to payment for the applications made without proper notification.

1202.4. All chemicals used must be: approved by the District; regulated by the State of Florida and the Federal government; used in accordance with the manufacturers' recommendations; and safe to use in the shrub, plant and flower beds being sprayed. The Contractor may not use the product Round Up without District approval.

1202.5. The Contractor shall be responsible for spray damage to the shrubs, plants, flowers and trees in the beds being sprayed and to surrounding shrubs, plants, flowers, trees, turf, and adjacent non-District properties.

1202.6. No spraying for weeds may be done when there is any danger of winds causing a spray drift onto surrounding shrubs, plants, flowers, trees, turf, and adjacent non-District properties.

1203.0 PLANT REPLACEMENT

1203.1. The Contractor shall replace any and all shrubs and plants damaged through negligence of any maintenance activities specified in this section.

1300 TREES

1301.0 TREES /PRUNING/TRIMMING/REMOVAL/REPLACEMENT

1301.1. All pruning shall be performed by the Contractor as required to maintain the natural shape and characteristics of the tree varieties and to keep the trees within desired limits on an "as needed" basis. However, pruning of any ligustrum trees shall be performed no less than four (4) times per year. Trimming, pruning, and deadwooding of any oak trees shall be performed on a monthly basis in sections. A monthly progress report on Trees pruned and overall progress will be submitted to the District. All oak trees shall be pruned and or deadwooded a minimum of once per year. The District will direct Contractor as to any preference in pruning and trimming desired per tree species.

1301.2. The Contractor shall advise the District of any dead trees. At the direction of the District, the Contractor shall remove the dead trees and replace them based on the unit price(s) set forth on a plant schedule to be separately negotiated between the Owner and Contractor. All new trees shall be planted with 6" to 10" of the root ball above grade and should have B&B root balls of like soil type to the planting area..

1301.3. Pruning shall include removal of plant material which is dead, broken, or diseased. When diseased plant material is removed, the cut should be made well into healthy plant tissue.

1301.4. Pruning shall include the removal of inward growing branches, water suckers, crossing or rubbing branches, and disproportional or protruding branches. The crossing branch facing inward will generally be selected for removal.

1301.5. Flowering shrubs generally should not be pruned until after their bloom

period. If they are constant bloomers, pruning can be done best in the Spring after the first flush of blooms.

1301.6. The Contractor shall prune vertical growth of all hardwood trees at a 45 degree angle. Branches shall be removed flush with the trunk or at a branch collar if visible.

1301.7. Dead, falling and diseased fronds shall be removed from all palm trees on a monthly basis. Dead, broken, or diseased Medjool fronds shall be removed with each mowing. All palm trees shall be fully trimmed and booted twice annually.

1301.8 The Contractor shall remove all pruned materials and debris from the site each day.

1301.9 Only tree bracing that does not penetrate the surface of the tree shall be used. Tree bracing systems shall be checked regularly and tension adjusted as necessary.

1302.0 TREE BEDS-WEED CONTROL:

1302.1. The Contractor shall keep all tree planted areas free of weeds by hand pulling. The Contractor may, upon obtaining written approval of the District, use a pre-emergent such as Barricade to augment hand pulling of weeds. The Contractor may use 6.0 oz. of either Poast or Fusilade, or label rate, with 4.0 oz. of oil in three gallons of water to control grassy weeds in ornamentals.

1302.2. Not less than seventy-two (72) hours prior to the application or placement of any chemicals for weed control, the Contractor shall notify the District of the time and date that the Contractor will apply the chemicals. Failure on the part of the Contractor to so notify the District shall result in the Contractor forfeiting any and all right to payment for the applications made without proper notification.

1302.3. All chemicals used must be: approved by the District; regulated by the State of Florida and the Federal government; used in accordance with the manufacturers' recommendations; and safe to use in the tree beds being sprayed. The Contractor may not use the product Round Up without District approval.

1302.4. The Contractor shall be responsible for spray damage to the shrubs, plants, flowers, and trees in the beds being sprayed and to surrounding shrubs, plants, flowers, trees, turf, and adjacent non-District properties.

1302.5. No spraying for weeds may be done when there is any danger of winds causing a spray drift onto surrounding shrubs, plants, trees, flowers, turf, and adjacent non-District properties.

1303.0 TREE REPLACEMENT

1303.1. The Contractor shall replace any and all trees damaged through negligence of any landscape maintenance activities specified in this section.

1400 ANNUALS

1401.0 ANNUALS – INSTALLATION:

1401.1 The Contractor shall remove and dispose of existing annuals.

1401.2 The Contractor shall install three rotations of annuals per fiscal year consisting of 4000 annual plants per rotation. The rotation schedule shall be adjusted as needed and approved by the District to coincide with major holiday or events in the area as well as favorable weather conditions. The rotations schedule shall be as follows:

1. Early March – preparation for Bike Week
2. Late June – preparation for Independence Day Holiday
3. Late October/ Early November – cold weather rotation

Colors and type of plant material in rotation shall be pre-approved by District. All plants shall be installed 12" on center. The Contractor shall be responsible for the removal and replacement of any dead or diseased plant material between rotations, except for those killed by frost or freezing conditions.

1401.3 Bedding soil in all annual beds to be removed at a depth of at least 8" and replaced with potting soil once per year at the time of the Fall annual rotation.

1402.0 ANNUALS – PRUNING / TRIMMING:

1402.1 The Contractor shall maintain the annuals in an attractive and healthy condition. All pruning shall be performed, at the discretion of the District, to maintain the natural shape and characteristics and/or to renew the vigor of the particular variety of annual. The coleus plants shall be pruned on an "as needed" basis in order to maintain a height of not less than 9" and no more than 12" and to prevent a spindly appearance.

1403.0 ANNUALS – FERTILIZATION:

1403.1 At the time of planting, the Contractor shall furnish and apply 14-14-14 Osmocote.

1404.0 ANNUALS – WEED CONTROL

1404.1 Immediately after planting the annuals the Contractor shall apply pre-emergent weed control. Thereafter, weeds in the annual beds shall be controlled by hand pulling any conspicuous weeds.

1405.0 ANNUAL - INSECT AND DISEASE CONTROL

1405.1 The contractor shall protect and treat the annual beds from insects and disease on an "as needed" basis.

1500 MULCH

1501.0 MULCH- INSTALLATION:

1501.1. The Contractor shall supply and install Grade A Cypress mulch that matches existing mulch in all plant beds, flower beds, hedge beds, tree beds, borders and medians at Champions Drive, Tournament Drive, International Golf Drive, Grande Champion Drive and Champion Ridge Drive round-a-bouts. All costs for **FOUR** installations per year at the I-95 Interchange and **TWO** installations per year for the remainder of the property will be included in this agreement. Installation will commence after consultation with the District representative. Any additional mulching requested by the District shall be based on the price(s) set forth on the Schedule of Proposal Items attached to the submitted Proposal. Removal of old mulch will be performed when necessary or at the discretion of the District.

1501.2. The Contractor shall supply and install Grade A Cypress mulch that matches existing mulch in all plant beds, flower beds, hedge beds, tree beds, borders and medians at the I-95 LPGA Blvd. interchange. All costs for four installations per year will be included in this agreement. Installation will commence after consultation with the District representative. Any additional mulching requested by the District shall be based on the price(s) set forth on the Schedule of Proposal Items attached to the submitted Proposal. Removal of old mulch will be performed when necessary or at the discretion of the District.

1600 IRRIGATION

1601.0 IRRIGATION - WATERING:

1601.1. The automatic sprinkler system is to be used to maintain plant health and to conserve water. The Contractor shall visually inspect the property for proper coverage.

1601.2. The sprinkler heads will be adjusted to correct arc and rotation as needed. Risers shall be added as needed in bed areas to ensure that water is being supplied to the entire shrub/plant/flower areas and not being blocked or deflected by growing shrubs, plants or flowers.

1601.3. Excessive watering wastes water and water soluble fertilizers, floods large soil spaces and adversely affects the Cation Exchange Capacity of the shrubs, plants, flowers, trees, and turf and, therefore, should be avoided. Plants should be watered, therefore, by the Contractor in accordance with the season, soil type, turf type, topographical feature, and by evapotranspiration factors.

1601.4. In general, watering should be completed by sunrise, if possible.

1601.5 Irrigation inspection reports shall be delivered to the District monthly on a date mutually agreeable to both Contractor and District representative.

1602.0 IRRIGATION - CONTROLLERS/TIMERS:

1602.1. The systems used at the development are the Hunter Battery operated Smart Valve Controllers and Rain Bird Unik Systems. The Contractor must have the experience with these systems or similar systems or agree to train themselves by reading the operation and technical manual of said system, which shall be provided by the District.

1602.2. The Contractor shall program the controller to (a) deliver the amount of water which can be tolerated by the shrubs, plants, flowers, trees, and turf, and (b) increase or decrease the watering duration based on seasonal conditions. Shrub, plant, tree, and turf water needs vary from month to month; therefore, the amount of watering time shall be adjusted periodically to reflect these needs.

1602.3. The Contractor shall manually operate each controller and run each zone of that controller at least once every month and visually check that all heads are working properly and that all areas are being evenly and completely covered.

1602.4. The Contractor shall inspect all control valves and assure proper operation.

1602.5. The Contractor must immediately report any controller malfunctions to the District.

1603.0 IRRIGATION - SPRINKLER HEAD REPLACEMENT:

1603.1. The Contractor shall be responsible for replacement of sprinkler heads damaged by mowing, edging, or other landscape maintenance functions. All broken sprinkler heads must be turned in to the District with each monthly billing, and the District will pay the unit price for the broken sprinkler heads based on the price(s) set forth on the schedule of Proposal items attached to the submitted Proposal. All other repair work to damaged heads not caused by mowing, edging, or other landscape maintenance functions will be performed and billed separately not to exceed \$200.00 per month. Any repairs that would exceed the \$200.00 monthly allotment must be approved in writing by the District.

1604.0 IRRIGATION- LINE BREAKS:

1604.1. The Contractor shall inspect the Property for washouts, which may be indications of line breaks. Any evidence of line breaks must immediately be reported to the District. A written estimate of the repair costs must be provided to the District in a timely manner and approved prior to any repairs being done in order to prevent any damage to the turf, plants, shrubs, trees, and flowers; except that in the case of a true emergency, temporary repairs can be made without prior authorization.

Damage by others will not relieve the Contractor of his responsibility to maintain the turf, shrubs, trees, groundcover, and annuals in a healthy condition.

1605.0 PLANT MATERIAL REPLACEMENT:

1605.1. The Contractor shall replace any and all turf areas, plant material, or trees damaged through negligence of any maintenance activities specified in this scope of work.

1700 FOUNTAINS

1701 FOUNTAINS – MONITORING

1701.1 Contractor shall monitor the water level and proper operation of fountains located within the service area. Major problems or malfunctions shall be immediately reported to the District.

1800 TRASH AND DEBRIS

1801 TRASH AND DEBRIS REMOVAL

1801.1. The entire site shall be policed on a daily basis to remove all trash and debris present in the maintained areas. Regardless as to whether the Contractor's activities were the source of the debris or not, all trash and debris will be removed from site.

1900 MISCELLANEOUS SERVICES

1901 FLAGS

1901.1. Contractor shall monitor and maintain the condition and appearance of the flags at the community entrances located at Champions Drive and International Golf Drive. Contractor will replace flags as needed with flags supplied by the District.

EXHIBIT B
MAINTENANCE MAPS



ICDD Maintenance Areas I-95

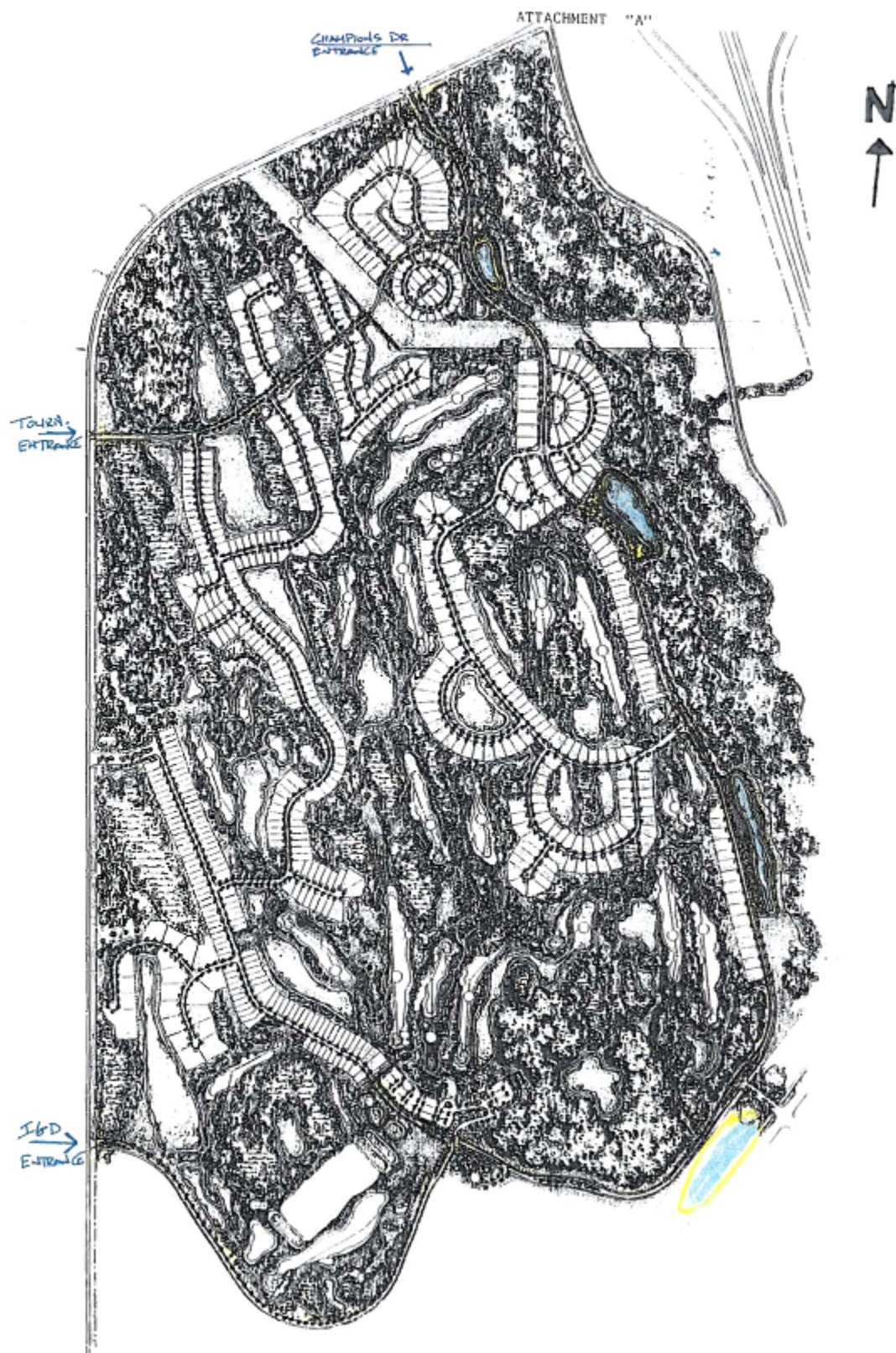


EXHIBIT C
PROPOSAL FOR LANDSCAPE AND IRRIGATION MAINTENANCE

INDIGO COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY

Proposer Name: Team Rountree, Inc.

Basic Services

Total lump sum for all services covered in Request for Proposal:

COMMUNITY

Proposed Lump Sum:	Monthly	Annual Total
Year 1	\$37,026.00	\$444,312.00
Year 1 Alternate #1	\$28,699.50	\$344,394.00
Year 2	\$38,507.00	\$462,084.00
Year 2 Alternate #1	\$29,847.50	\$358,170.00
Year 3	\$38,507.00	\$462,084.00
Year 3 Alternate #1	\$29,847.50	\$358,170.00

1-95 INTERCHANGE

Proposed Lump Sum:	Monthly	Annual Total
Year 1	\$4,000.00	\$48,000.00
Year 2	\$4,200.00	\$50,400.00
Year 3	\$4,200.00	\$50,400.00

The fee amount shall be based on the attached schedule of values and other reasonable costs.

The attached schedule of values shall be completed based upon the cost breakdown for Year 1 of the contract. Years 2 and 3 are lump sums as proposed above.

Additional Services

Additional services that may be required will be based on a scope of work provided by the District Representative.

Fee(s) for additional service(s) not included in the attached schedule of values shall be an amount agreed upon by the District Representative and the Contractor.

**INDIGO COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
SCHEDULE OF VALUES - COMMUNITY ver. Addendum #1**

Proposer Name: <u>Team Roundtree, Inc.</u>						
Proposal Quantity	Description or Services	Specification Frequency	Proposal Frequency	Proposal Monthly Price	Proposal Annual Price	
GENERAL SERVICES						
<u>784K</u> Sq Ft	St. Augustine - Floratam	Freq. 39	Verify <u>39</u> /year			
<u>49,500</u> Sq Ft	Bahia	34	<u>34</u> /year			
<u>12K</u> Sq Ft	Bed Detail / Weed Control	12	<u>12</u> /year			
<u>948K</u> Sq Ft	Lake Banks - bush hog	16	<u>16</u> /year			
<u>AN</u> LS	Site - Debris Trash Pickup	Daily	<u>261</u> /year			
TOTAL GENERAL SERVICES				<u>\$17,300.00</u>	<u>\$201,600.00</u>	
TURF CARE (St. Aug)						
<u>784K</u> Sq Ft (Treated)	Fertilization (Granular)	Freq. 4	Verify <u>4</u> /year			
	Fertilization (Liquid)	2	<u>2</u> /year			
	Insecticide / Pest Control	2	<u>2</u> /year			
	Herbicide / Weed Control	2	<u>2</u> /year			
TOTAL TURF CARE (St. Aug)				<u>\$4,800.00</u>	<u>\$58,080.00</u>	
TURF CARE (Bahia)						
<u>1948K</u> Sq Ft (Treated)	Fertilization (Granular)	Freq. 2	Verify <u>2</u> /year			
	Fertilization (Liquid)	0	<u>0</u> /year			
	Insecticide / Pest Control	2	<u>2</u> /year			
	Herbicide / Weed Control	2	<u>2</u> /year			
TOTAL TURF CARE (Bahia)				<u>\$1,000.00</u>	<u>\$12,000.00</u>	
TREE CARE						
<u>2,330</u> Tree Count	Fertilization (Granular)	Freq. 2	Verify <u>2</u> /year			
	Fertilization (Liquid)	2	<u>2</u> /year			
	Insecticide / Pest Control	4	<u>4</u> /year			
	Tree Trimming / pruning / deadwooding	2	<u>2</u> /year			
	Monthly Maintenance	12	<u>12</u> /year			
TOTAL TREE / SHRUB CARE				<u>\$5,321.00</u>	<u>\$63,852.00</u>	includes oaks & palms in ICDD maintained area
SHRUB CARE						
<u>1916K</u> Sq Ft	Fertilization (Granular)	Freq. 4	Verify <u>4</u> /year			
	Insecticide / Pest Control	4	<u>4</u> /year			
TOTAL TREE / SHRUB CARE				<u>\$714.00</u>	<u>\$8,568.00</u>	
BEDDING PLANTS						
<u>1.00</u> Each	Annuals per change (plant cost)	Freq. 3	Verify <u>3</u> /year			
<u>.20</u> Each	Labor for Annuals per change	3	<u>3</u> /year			
<u>.50</u> Cu Yds	Planting Soil Replacement	1	<u>1</u> /year			
TOTAL BEDDING PLANTS				<u>\$1,500.00</u>	<u>\$18,000.00</u>	
BED DRESSING						
<u>400</u> Cu Yds	Red Mulch (Replenish to 3" depth)	Freq. 2	Verify <u>2</u> /year			
TOTAL BED DRESSING				<u>\$2,320.00</u>	<u>\$27,840.00</u>	
IRRIGATION MAINTENANCE						
<u>102</u> Valves	Irrigation Inspections & Monitoring	Freq. 12	Verify <u>12</u> /year			
TOTAL IRRIGATION MAINTENANCE				<u>\$1,680.00</u>	<u>\$20,160.00</u>	
PALM TRIMMING						
<u>442</u> Count < 20'	Washingtonia / Sabal / Queen / Medall	2	<u>2</u> /year			
<u>519</u> Count > 20'	Washingtonia / Sabal / Queen / Medall	2	<u>2</u> /year			
TOTAL PALM TRIMMING				<u>\$1,276.00</u>	<u>\$15,312.00</u>	

**INDIGO COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
SCHEDULE OF VALUES - COMMUNITY**

NATIVE GRASSES 20K Trills 4 year 4 year
Fakahatchee, Spurtina, Cord, Mobly, etc.

TOTAL NATIVE GRASSES \$ 200.00 \$ 2,400.00

MISCELLANEOUS SERVICES 12 year 12 year
\$ 500.00 \$ 6,000.00

TOTAL MISCELLANEOUS SERVICES

PROPOSED LUMP SUM - COMMUNITY: **TOTAL:** Monthly \$ 34,065.00 Annually \$ 408,780.00

TRA WORK SERVICES

Irrigation Repairs:			
	Irrigation Tech with Truck & Tools	Hourly Rate	\$ <u>45.00</u> / Hour
	Irrigation Tech Helper	Hourly Rate	\$ <u>25.00</u> / Hour
	1/2" Lateral Line	Material Unit	\$ <u>7.00</u> / Linear Ft
	3/4" Lateral Line	Material Unit	\$ <u>1.00</u> / Linear Ft
	4" Pop up Head	Material Unit	\$ <u>6.00</u> / Each
	6" Pop up Head	Material Unit	\$ <u>9.00</u> / Each
	12" Pop up Head	Material Unit	\$ <u>24.00</u> / Each
	Head Nozzle	Material Unit	\$ <u>1.00</u> / Each
Shrub Replacement:			
	1 - Gallon Shrub	Material Unit	\$ <u>5.00</u> / Each
	3 - Gallon Shrub	Material Unit	\$ <u>10.00</u> / Each
	7 - Gallon Shrub	Material Unit	\$ <u>22.00</u> / Each
Tree Replacement:			
	15 Gal Tree	Material Unit	\$ <u>125.00</u> / Each
	30 Gal Tree	Material Unit	\$ <u>235.00</u> / Each
	65 Gal Tree	Material Unit	\$ <u>325.00</u> / Each
	100 Gal Tree	Material Unit	\$ <u>450.00</u> / Each
General Labor:			
	Foreman with Truck	Hourly Rate	\$ <u>34.00</u> / Hour
	Laborer with Hand Tools	Hourly Rate	\$ <u>25.00</u> / Hour

Summary by Month

(Reflect Affect of Seasonal Variations in Monthly Costs)

January	\$ <u>27,753.00</u>
February	\$ <u>27,753.00</u>
March	\$ <u>37,065.00</u>
April	\$ <u>37,065.00</u>
May	\$ <u>37,065.00</u>
June	\$ <u>46,260.00</u>
July	\$ <u>46,260.00</u>
August	\$ <u>46,260.00</u>
September	\$ <u>46,260.00</u>
October	\$ <u>37,065.00</u>
November	\$ <u>27,753.00</u>
December	\$ <u>27,753.00</u>

**INDIGO COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
SCHEDULE OF VALUES - COMMUNITY Alternate #1 - ver Addendum #1**

Proposer Name: Team Roundtree, Inc.

	Proposal Quantity	Description of Services	Specification Frequency	Proposal Frequency	Proposal Monthly Price	Proposal Annual Price
GENERAL SERVICES						
	<u>784K</u> Sq Ft	St. Augustine - Floratam Mow	Freq. 33	Verify <u>33</u> /year		
	<u>49,560</u> Sq Ft	Bahia Mow	21	<u>21</u> /year		
	<u>126K</u> Sq Ft	Bed Detail / Weed Control	12	<u>12</u> /year		
	<u>544K</u> Sq Ft	Lake Banks - bush hog	16	<u>16</u> /year		
	<u>84</u> LS	Site - Debris Trash Pickup	2x week	<u>104</u> /year		
TOTAL GENERAL SERVICES					<u>\$14,638.00</u>	<u>\$195,656.00</u>
TURF CARE (St. Aug)						
	<u>784K</u> Sq Ft (Treated)	Fertilization (Granular)	Freq. 3	Verify <u>3</u> /year		
		Fertilization (Liquid)	1	<u>1</u> /year		
		Insecticide / Pest Control	2	<u>2</u> /year		
		Herbicide / Weed Control	2	<u>2</u> /year		
TOTAL TURF CARE (St. Aug)					<u>\$2,400.00</u>	<u>\$40,800.00</u>
TURF CARE (Bahia)						
	<u>348K</u> Sq Ft (Treated)	Fertilization (Granular)	Freq. 2	Verify <u>2</u> /year		
		Fertilization (Liquid)	0	<u>0</u> /year		
		Insecticide / Pest Control	1	<u>1</u> /year		
		Herbicide / Weed Control	1	<u>1</u> /year		
TOTAL TURF CARE (Bahia)					<u>\$800.00</u>	<u>\$9,600.00</u>
TREE / SHRUB CARE						
	<u>1,320</u> Tree Count	Fertilization (Granular)	Freq. 2	Verify <u>2</u> /year		
		Fertilization (Liquid)	0	<u>0</u> /year		
		Insecticide / Pest Control	2	<u>2</u> /year		
		Tree Trimming / pruning / deadwooding	2	<u>2</u> /year		
		Maintenance	6	<u>6</u> /year		
TOTAL TREE / SHRUB CARE					<u>\$2,770.00</u>	<u>\$33,240.00</u>
TREE / SHRUB CARE						
	<u>176K</u> Sq Ft	Fertilization (Granular)	Freq. 3	Verify <u>3</u> /year		
		Insecticide / Pest Control	3	<u>3</u> /year		
TOTAL TREE / SHRUB CARE					<u>\$685.00</u>	<u>\$8,220.00</u>
BEDDING PLANTS						
	<u>1.00</u> Each	Annuals per change (plant cost)	Freq. 3	Verify <u>3</u> /year		
	<u>.25</u> Each	Labor for Annuals per change	3	<u>3</u> /year		
	<u>50</u> Cu Yds	Potting Soil Replacement	1	<u>1</u> /year		
TOTAL BEDDING PLANTS					<u>\$1,500.00</u>	<u>\$18,000.00</u>
BED DRESSING						
	<u>400</u> Cu Yds	Red Mulch (Replenish to 3" depth)	Freq. 1	<u>1</u> /year		
TOTAL BED DRESSING					<u>\$1,250.00</u>	<u>\$15,000.00</u>
IRRIGATION MAINTENANCE						
	<u>102</u> Valves	Irrigation Inspections & Monitoring	Freq. 12	Verify <u>12</u> /year		
TOTAL IRRIGATION MAINTENANCE					<u>\$1,680.00</u>	<u>\$20,160.00</u>
TRIMMING						
	<u>442</u> Count < 20'	Washingtonia / Sabal / Queen / Medul	2			
	<u>577</u> Count > 20'	Washingtonia / Sabal / Queen / Medul	2			
TOTAL PALM TRIMMING					<u>\$1,276.00</u>	<u>\$15,312.00</u>

**INDIGO COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
SCHEDULE OF VALUES - COMMUNITY Alternate #1**

NATIVE GRASSES 20,000 / Trim

Falcatahcoe, Spartina, Cord, Muhly, etc.

4 4 / year

TOTAL NATIVE GRASSES

\$200.00 \$2,400.00

MISCELLANEOUS SERVICES

<u>12</u>

<u>12</u>	/ year
	/ year
	/ year
	/ year
	/ year
	/ year

TOTAL MISCELLANEOUS SERVICES

\$500.00 \$6,000.00

PROPOSED LUMP SUM - COMMUNITY:

TOTAL: Monthly Annually
\$2,400.00 \$34,400.00

EXTRA WORK SERVICES

Irrigation Repairs:

Irrigation Tech with Truck & Tools
Irrigation Tech Helper
1/2" Lateral Line
3/4" Lateral Line
4" Pop up Head
6" Pop up Head
12" Pop up Head
Head Nozzle

Hourly Rate \$45.00 / Hour
Hourly Rate \$15.00 / Hour
Material Unit \$1.00 / Linear Ft
Material Unit \$1.00 / Linear Ft
Material Unit \$2.00 / Each
Material Unit \$2.00 / Each
Material Unit \$2.00 / Each
Material Unit \$1.00 / Each

Shrub Replacement:

1 - Gallon Shrub
3 - Gallon Shrub
7 - Gallon Shrub

Material Unit \$5.00 / Each
Material Unit \$15.00 / Each
Material Unit \$35.00 / Each

Tree Replacement:

15 Gal Tree
30 Gal Tree
65 Gal Tree
100 Gal Tree

Material Unit \$125.00 / Each
Material Unit \$250.00 / Each
Material Unit \$525.00 / Each
Material Unit \$650.00 / Each

General Labor:

Foreman with Truck
Laborer with Hand Tools

Hourly Rate \$50.00 / Hour
Hourly Rate \$45.00 / Hour

Proposed Summary by Month

(Reflect Affect of Seasonal Variations in Monthly Costs)

January	\$ <u>24,395.00</u>
February	\$ <u>24,395.00</u>
March	\$ <u>28,699.50</u>
April	\$ <u>28,699.50</u>
May	\$ <u>28,699.50</u>
June	\$ <u>33,004.00</u>
July	\$ <u>33,004.00</u>
August	\$ <u>33,004.00</u>
September	\$ <u>33,004.00</u>
October	\$ <u>33,004.00</u>
November	\$ <u>24,395.00</u>
December	\$ <u>24,395.00</u>

**INDIGO COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
SCHEDULE OF VALUES - I-95 Interchange - ver. Addendum 1**

Proposer Name:

Team Rountree, Inc.

Proposal Quantity	Description of Services	Specification Frequency	Proposal Frequency	Proposal Monthly Price	Proposal Annual Price
GENERAL SERVICES					
<u>0</u> Sq Ft	St. Augustine - Floramul	Freq. 0	Verify <u>0</u> /year		
<u>216K</u> Sq Ft	Bahia	39	<u>39</u> /year		
<u>216K</u> Sq Ft	Bed Detail / Weed Control	12	<u>12</u> /year		
LS	Site - Debris Trash Pickup	Daily	<u>2161</u> /year		
TOTAL GENERAL SERVICES				\$ <u>650.00</u>	\$ <u>7,800.00</u>
TURF CARE (St. Aug)					
<u>0</u> Sq Ft (Treated)	Fertilization (Granular)	Freq. 0	Verify <u>0</u> /year		
	Fertilization (Liquid)	0	<u>0</u> /year		
	Insecticide / Pest Control	0	<u>0</u> /year		
	Herbicide / Weed Control	0	<u>0</u> /year		
TOTAL TURF CARE (St. Aug)				\$ <u>0.00</u>	\$ <u>0.00</u>
TURF CARE (Bahia)					
<u>174K</u> Sq Ft (Treated)	Fertilization (Granular)	Freq. 4	Verify <u>4</u> /year		
	Fertilization (Liquid)	2	<u>2</u> /year		
	Insecticide / Pest Control	2	<u>2</u> /year		
	Herbicide / Weed Control	2	<u>2</u> /year		
TOTAL TURF CARE (Bahia)				\$ <u>465.00</u>	\$ <u>5,820.00</u>
TREE CARE					
<u>148</u> Tree Count	Fertilization (Granular)	Freq. 2	Verify <u>2</u> /year		
	Fertilization (Liquid)	2	<u>2</u> /year		
	Insecticide / Pest Control	4	<u>4</u> /year		
	Tree Trimming / pruning / deadwooding	1	<u>1</u> /year		
	Monthly Maintenance	12	<u>12</u> /year		
TOTAL TREE / SHRUB CARE				\$ <u>185.00</u>	\$ <u>2,220.00</u>
SHRUB CARE					
<u>216K</u> Sq Ft	Fertilization (Granular)	Freq. 4	Verify <u>4</u> /year		
	Insecticide / Pest Control	4	<u>4</u> /year		
TOTAL TREE / SHRUB CARE				\$ <u>1,045.00</u>	\$ <u>12,540.00</u>
BEDDING PLANTS					
<u>none</u> Each	Annuals per change (plant cost)	Freq. 0	Verify <u>0</u> /year		
<u>none</u> Each	Labor for Annuals per change	0	<u>0</u> /year		
<u>none</u> Cu Yds	Potting Soil Replacement	0	<u>0</u> /year		
TOTAL BEDDING PLANTS				\$ <u>0.00</u>	\$ <u>0.00</u>
BED DRESSING					
<u>200</u> Cu Yds	Red Mulch (Replenish to 3" depth)	Freq. 2	Verify <u>2</u> /year		
TOTAL BED DRESSING				\$ <u>600.00</u>	\$ <u>7,200.00</u>
IRRIGATION MAINTENANCE					
<u>16</u> Valves	Irrigation Inspections & Monitoring	Freq. 12	Verify <u>12</u> /year		
TOTAL IRRIGATION MAINTENANCE				\$ <u>280.00</u>	\$ <u>3,120.00</u>
PALM TRIMMING					
<u>74</u> Count < 20'	Washingtonia / Sabal / Queen / Medul	2	<u>2</u> /year		
<u>52</u> Count > 20'	Washingtonia / Sabal / Queen / Medul	2	<u>2</u> /year		
TOTAL PALM TRIMMING				\$ <u>220.00</u>	\$ <u>2,700.00</u>

**INDIGO COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
SCHEDULE OF VALUES - I-95 Interchange**

NATIVE GRASSES 16K Trim Pakahatchee, Spartina, Cord, Muhly, etc. 12 12 /year

TOTAL NATIVE GRASSES \$ 400.00 \$ 4,800.00

MISCELLANEOUS SERVICES

<u>1</u>	<u>12</u> /year
	/year
	/year
	/year
	/year

TOTAL MISCELLANEOUS SERVICES \$ 150.00 \$ 1,800.00

PROPOSED LUMP SUM - I-95 Interchange:

TOTAL: Monthly \$ 4,000.00 Annually \$ 48,000.00

IRRA WORK SERVICES

Irrigation Repairs:			
Irrigation Tech with Truck & Tools	Hourly Rate	\$ <u>25.00</u>	/ Hour
Irrigation Tech Helper	Hourly Rate	\$ <u>25.00</u>	/ Hour
1/2" Lateral Line	Material Unit	\$ <u>1.00</u>	/ Linear Ft
3/4" Lateral Line	Material Unit	\$ <u>1.00</u>	/ Linear Ft
4" Pop up Head	Material Unit	\$ <u>6.00</u>	/ Each
6" Pop up Head	Material Unit	\$ <u>9.00</u>	/ Each
12" Pop up Head	Material Unit	\$ <u>24.00</u>	/ Each
Head Nozzle	Material Unit	\$ <u>1.00</u>	/ Each
Shrub Replacement:			
1 - Gallon Shrub	Material Unit	\$ <u>5.00</u>	/ Each
3 - Gallon Shrub	Material Unit	\$ <u>10.00</u>	/ Each
7 - Gallon Shrub	Material Unit	\$ <u>32.00</u>	/ Each
Tree Replacement:			
15 Gal Tree	Material Unit	\$ <u>25.00</u>	/ Each
30 Gal Tree	Material Unit	\$ <u>35.00</u>	/ Each
65 Gal Tree	Material Unit	\$ <u>55.00</u>	/ Each
100 Gal Tree	Material Unit	\$ <u>75.00</u>	/ Each
General Labor:			
Foreman with Truck	Hourly Rate	\$ <u>34.00</u>	/ Hour
Laborer with Hand Tools	Hourly Rate	\$ <u>12.00</u>	/ Hour

Summary by Month

(Reflect Affect of Seasonal Variations in Monthly Costs)

January	\$ <u>3,000.00</u>
February	\$ <u>3,000.00</u>
March	\$ <u>4,000.00</u>
April	\$ <u>4,000.00</u>
May	\$ <u>4,000.00</u>
June	\$ <u>5,000.00</u>
July	\$ <u>5,000.00</u>
August	\$ <u>5,000.00</u>
September	\$ <u>5,000.00</u>
October	\$ <u>4,000.00</u>
November	\$ <u>3,000.00</u>
December	\$ <u>3,000.00</u>

SEVENTH ORDER OF BUSINESS

RESOLUTION 2020-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE INDIGO COMMUNITY DEVELOPMENT DISTRICT
APPROVING AN AMENDEDMENT TO THE GENERAL
FUND BUDGET FOR FISCAL YEAR 2019 AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, pursuant to Resolution 2018-03 the Indigo Community Development District Board of Supervisors (the “Board”) adopted a General Fund Budget for Fiscal Year 2019; and

WHEREAS, the Board desires to amend the budgeted revenues and expenditures approved for Fiscal Year 2019.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD
OF SUPERVISORS OF THE INDIGO COMMUNITY
DEVELOPMENT DISTRICT:**

1. The General Fund Budget for Fiscal Year 2019 is hereby amended and restated as set forth on the Fiscal Year 2019 Budget attached hereto as **“Exhibit A”**.
2. This Resolution shall take effect immediately upon adoption and be reflected in the monthly and Fiscal Year End 9/30/2019 Financial Statements and Audit Report of the District.

PASSED AND ADOPTED THIS 19th DAY OF DECEMBER, 2019.

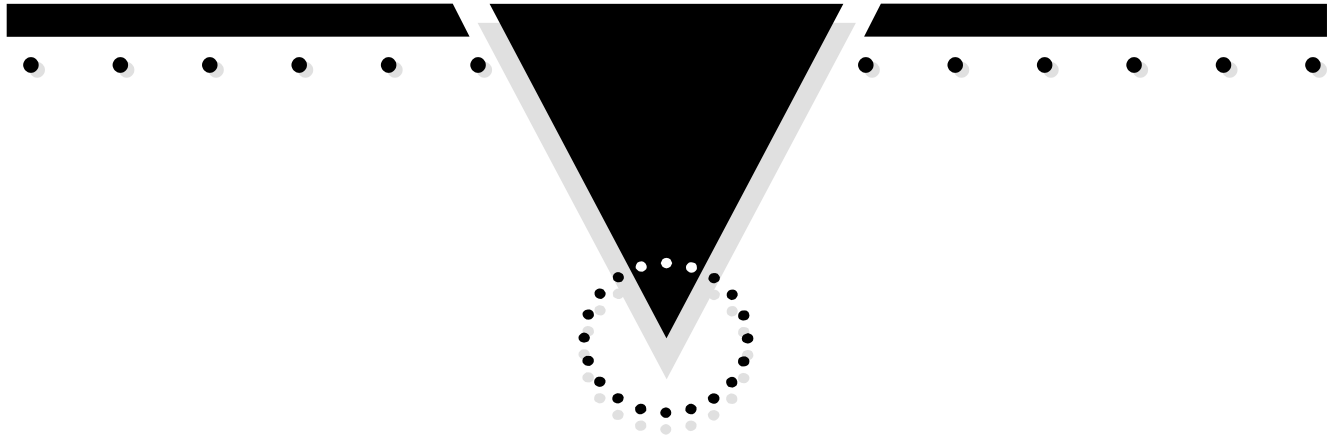
ATTEST:

**BOARD OF SUPERVISORS OF THE
INDIGO COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By:_____

Its:_____



Indigo Community Development District

**Amended Budget
FY 2019**



Indigo

Community Development District

General Fund Operating & Maintenance

Description	Adopted Budget FY2019	Increase/ (Decrease)	Amended Budget FY2019	Actuals Thru 9/30/19
Revenues				
Maintenance Assessments	\$801,579	(\$83,880)	\$717,699	\$717,699
Assessments - Settlement	\$0	\$74,500	\$74,500	\$74,500
Interest Income	\$1,000	\$19,416	\$20,416	\$20,416
I-95 City of Daytona Funding	\$8,100	\$675	\$8,775	\$8,775
Miscellaneous Income	\$0	\$4,294	\$4,294	\$4,294
Miscellaneous Income - Foreclosures	\$0	\$48,134	\$48,134	\$48,134
Carry Forward Surplus	\$300,000	(\$50,454)	\$249,546	\$240,949
Total Revenues	\$1,110,679	\$12,685	\$1,123,364	\$1,114,766
Expenditures				
<i>Administrative</i>				
Supervisor Fees	\$12,000	(\$4,400)	\$7,600	\$7,600
FICA Expense	\$918	(\$337)	\$581	\$581
Engineering	\$5,000	(\$5,000)	\$0	\$0
Attorney	\$32,000	(\$17,000)	\$15,000	\$14,070
Annual Audit	\$5,000	\$1,500	\$6,500	\$6,500
Arbitrage	\$1,350	\$0	\$1,350	\$1,350
Trustee Fees	\$3,800	\$300	\$4,100	\$4,089
Dissemination Agent	\$3,100	\$0	\$3,100	\$3,000
Special Assessment Roll Services	\$20,000	\$0	\$20,000	\$20,000
Management Fees	\$56,500	\$0	\$56,500	\$56,500
Information Technology	\$2,800	\$2,250	\$5,050	\$5,050
Telephone	\$300	\$0	\$300	\$152
Postage	\$1,500	\$0	\$1,500	\$553
Insurance	\$20,300	\$0	\$20,300	\$18,387
Printing & Binding	\$1,500	\$0	\$1,500	\$1,315
Legal Advertising	\$2,500	\$0	\$2,500	\$2,443
Other Current Charges	\$1,000	\$0	\$1,000	\$586
Office Supplies	\$350	\$0	\$350	\$177
Annual District Filing Fee	\$175	\$0	\$175	\$175
Foreclosure Costs	\$0	\$48,134	\$48,134	\$48,134
Office Expense	\$6,000	\$0	\$6,000	\$6,000
Administrative Expenses	\$176,093	\$25,447	\$201,540	\$196,662
<i>Maintenance Expenses I-95</i>				
Landscape Maintenance	\$50,400	\$0	\$50,400	\$50,400
Landscape Contingency	\$2,000	(\$1,500)	\$500	\$365
Irrigation Repairs & Maintenance	\$10,000	\$14,500	\$24,500	\$24,346
Mowing	\$8,100	(\$8,100)	\$0	\$0
Lakes	\$5,156	\$0	\$5,156	\$4,605
Plant Replacement & Annuals	\$8,000	(\$2,000)	\$6,000	\$5,913
Utilities	\$12,000	\$4,000	\$16,000	\$15,925
Repairs	\$10,000	(\$6,000)	\$4,000	\$3,884
Miscellaneous	\$2,000	\$0	\$2,000	\$1,594
Total I-95 Maintenance Expenses	\$107,656	\$900	\$108,556	\$107,032

Indigo

Community Development District

General Fund Operating & Maintenance

Description	Adopted Budget FY2019	Increase/ (Decrease)	Amended Budget FY2019	Actuals Thru 9/30/19
<i>Maintenance Expenses - Community Wide</i>				
On-Site Manager	\$31,800	\$0	\$31,800	\$31,800
Landscape Maintenance	\$462,084	(\$43,200)	\$418,884	\$418,884
Landscape Contingency	\$26,912	\$5,088	\$32,000	\$31,585
Irrigation Repairs & Maintenance	\$30,000	\$31,000	\$61,000	\$60,818
Lakes	\$37,212	\$0	\$37,212	\$37,212
Plant Replacement & Annuals	\$35,000	\$4,000	\$39,000	\$38,693
Utilities	\$45,000	(\$10,000)	\$35,000	\$33,901
Repairs	\$65,972	(\$20,000)	\$45,972	\$45,702
Stormwater System	\$3,750	(\$3,750)	\$0	\$0
Sidewalks	\$3,000	(\$3,000)	\$0	\$0
Street Lighting	\$0	\$0	\$0	\$0
Miscellaneous	\$15,000	\$9,000	\$24,000	\$23,995
Conservation Easement Maintenance	\$28,000	\$3,150	\$31,150	\$31,248
Tree Trimming	\$43,200	\$14,050	\$57,250	\$57,234
Total Maintenance Expenses - Community Wide	\$826,930	(\$13,662)	\$813,268	\$811,072
Total Maintenance Expenses	\$934,586	(\$12,762)	\$921,824	\$918,104
TOTAL EXPENDITURES	\$1,110,679	\$12,685	\$1,123,364	\$1,114,766
EXCESS REVENUES/(EXPENDITURES)	\$0	\$0	\$0	(\$0)

EIGHTH ORDER OF BUSINESS

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

TO: Indigo Community Development District
Board of Supervisors

FROM: Katie S. Buchanan

RE: Updated Provisions of the District's Rules of Procedure

DATE: November 26, 2019

Please find attached to this memorandum an updated version of the Indigo Community Development District's ("District's") Rules of Procedure ("Rules"). Several substantive revisions were made to maintain consistency between the Rules and the current Florida Statutes, including changes implemented in the most recent legislative session, as well as to facilitate greater efficiency in the operation of the District. An explanation of each material change to the Rules is provided below. Minor formatting changes and edits are not discussed. Should you have any questions regarding the revisions to the Rules, please do not hesitate to contact me via e-mail at kibarra@hgslaw.com or via phone at 850-222-7500.

Costs Associated With Public Records Requests (Pages 8–9)

Language was added to Rule 1.2(4) to reflect statutory language regarding calculation of special charges for responding to certain public records requests, and to state that the District is under no duty to produce requested records if the requestor has not paid the required costs or has outstanding charges. The language will help minimize expenses incurred by the District in responding to public records requests.

Financial Disclosure Coordination (Page 9)

Rule 1.2(7) was added to maintain consistency with legislation that was passed during the 2019 legislative session. The rule designates the Secretary as the District's Financial Disclosure Coordinator ("Coordinator") (unless the District designates otherwise by resolution) and requires the Coordinator to create, maintain, and update certain records and provide them to the Florida Commission on Ethics by certain deadlines. Each Supervisor or other Reporting Individual must notify the Coordinator in writing if there are changes to his or her name, e-mail address, or physical address, and must notify the Commission on Ethics of changes to his or her e-mail address.

Agenda and Meeting Materials (Page 11)

Rule 1.3(3) was amended to reflect statutory requirements that the agenda and meeting materials available in an electronic format, excluding confidential and exempt information, shall be

made available to the public at least seven days before a meeting, hearing, or workshop. The amended rule also clarifies circumstances in which the agenda may be amended or additional materials added after initial posting. It additionally specifies which documents constitute “meeting materials.” Documents that do not meet the definition of “meeting materials” may still be provided to the Board, but will be considered supplementary materials and are not required to be made available to the public before the meeting. Supplementary materials may include, but are not necessarily limited to, the following: financial statements, informational reports, and copies of receipts and invoices.

Flexibility for Board Authorization (Page 13)

Language was added to Rule 1.3(11) to allow the Board to waive formal approval or disapproval procedures. This will allow the Board flexibility to use different procedures when necessary and will protect the validity of the Board’s actions where there is a technical irregularity but the Board has otherwise made its decision clear.

Security and Firesafety Board Discussions (Page 14)

Rule 1.3(14) was added to reflect the fact that portions of a meeting which would reveal a security or firesafety system plan or portion thereof made confidential and exempt by Florida law are exempt from Florida’s statutory public meeting requirements. Including this rule will clarify the procedures the Board should use to ensure that confidential and exempt information is not made public.

Internal Controls to Prevent Fraud, Waste and Abuse (Page 15)

Rule 1.4 was added to reflect legislative changes enacted in the 2019 legislative session requiring special districts to establish and maintain internal controls to prevent fraud, waste, and abuse. Our office plans to work with the District Manager and auditor to develop the internal controls, which the Board will adopt in the same manner as it does policies.

Notice of Competitive Solicitation (Pages 27 and 36)

Rules 3.1(3) and 3.3(2)(c) have been amended to state that when a consultant has asked to be provided with notice of the District’s competitive solicitations, the District Manager’s failure to provide them with a copy of the notice will not give them bid protest rights or otherwise disqualify the District’s otherwise valid procurement. This will reduce the District’s exposure to potential bid protests and decrease the likelihood of a procurement being considered invalid due to a technical irregularity.

Procedure Regarding Auditor Selection (Page 31)

Language has been added to the introductory paragraph to Rule 3.2 to clarify that the District need not use the procedures set out by the Rule for audits required under Chapter 190 of the Florida Statutes but which do not meet the thresholds of Chapter 218 of the Florida Statutes.

Additionally, the requirements for composition of the Auditor Selection Committee in Rule 3.2(2) have been amended to reflect legislation passed during the 2019 legislative session. Now, at

least one individual on the Committee must be a member of the Board; the Chairperson of the Committee must be a member of the Board; and an employee, chief executive officer, or chief financial officer of the District may not be a member of the Committee but may serve in an advisory capacity.

Contract Periods (Pages 34, 56, and 59)

Rules 3.2(8)(d), 3.8(5), and 3.9(4) have been amended to set the maximum contract period for auditing services, the maximum renewal period for contracts for the purchase of goods, supplies, materials, and the maximum renewal period for contracts for maintenance services at five (5) years. This will provide greater specificity to guide contract terms.

Suspension, Revocation, or Denial of Qualification (Pages 40–42)

Rule 3.4(3) has been added to specify the procedures to be used if the District wishes to suspend, revoke, or deny a pre-qualified vendor's pre-qualified status. It specifies what constitutes good cause for such suspension, revocation, or denial; the effect of the suspension, revocation, or denial; hearing procedures the District must follow; and factors influencing the time period of the suspension, revocation, or denial.

Protest Bonds (Pages 61–62)

Rule 3.11(1)(c) has been amended to require that both the requirement for and the amount of the protest bond be disclosed in the competitive solicitation documents, and to allow the amount of the bond to be any amount within the limits imposed by Florida law.

Minor Changes

The following minor changes have also been made to the Rules:

Rule 1.1(1): This Rule has been amended to clarify requirements for Board members appointed or elected to elector seats. (Page 2).

Rule 1.1(2)(c) and (d): These Rules have been amended to include the words “at least” before the required amounts of the Secretary’s or Treasurer’s fidelity bonds or employee theft insurance policies to accommodate the possibility of greater amounts. (Page 4).

Rule 1.1(6): This Rule has been amended to include the Florida Constitution as a governing authority on voting conflicts of interest. This change reflects the recently passed Amendment 12 to the Florida Constitution. (Pages 5–6).

Rules 1.3(1)(e), (1)(d), (1)(f); and 3.2(9): These Rules were amended to allow inclusion of language substantially similar to that recited in the Rules. (Pages 10–11 and 34).

Rule 1.3(6): This Rule was amended to require the chair or vice chair to consult with the District Manager and District Counsel, if they are available, before calling an emergency meeting. (Page 12).

Rule 2.0(12)(d): This Rule has been amended to allow 90 days instead of 60 days for the Board to announce a decision on a petition for variance or waiver of its Rules. (Page 21).

Rule 3.0(3)(b): The dollar thresholds in this Rule have been increased to \$2,000,000 for a study activity when the fee for such Professional Services to the District does not exceed the increased amount of \$200,000, to reflect the current statutory thresholds. (Page 22).

Rules 3.1(4)(b), 3.6(2)(c)(ii)6., and 3.8(2)(k): The word “responsive” has been added to allow the Board to proceed with evaluating and selecting a proposal from the submissions if it receives fewer than three responsive proposals. (Pages 28, 49 and 55).

Rule 3.2(3)(b): “Understanding of scope of work” has been removed from the list of required factors used to evaluate auditing proposals. The District may still include this as an evaluation criterion if it wishes, but it is not required to do so. (Page 32).

Rule 3.2(7)(b): Language has been added to specify that if the Board does not select the highest-ranked qualified auditing firm, it must document in its records its reason for not doing so. (Page 33).

Rules 3.5(2)(e) and 3.6(2)(c)(ii)3.: “Reemployment assistance” has been added to the non-exclusive list of subjects of federal labor or employment laws of which violation may render a contractor ineligible to submit a bid, response, or proposal for a District project. (Pages 44 and 48).

Rule 3.11(6): Language was added specifying that the District may reject all qualifications, proposals, replies, or responses and start the competitive solicitation process anew if all of the bids, proposals, replies, and responses are too high. (Page 63).

RESOLUTION 2020-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
INDIGO COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE
THE 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, Indigo Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Volusia County, Florida; and

WHEREAS, the Board of Supervisors of the District (“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 THE INDIGO COMMUNITY DEVELOPMENT
DISTRICT:**

SECTION 1. A Public Hearing will be held to adopt the District’s Rules of Procedure on _____, 2020, at _____.m., at the Holiday Inn Daytona Beach LPGA Boulevard, 137 Automall Circle, Daytona Beach, Florida.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 11th day of December 2019.

ATTEST:

**INDIGO COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

**RULES OF PROCEDURE
COMMUNITY DEVELOPMENT DISTRICT**

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EFFECTIVE AS OF _____, 20__

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Rule 1.0 General.

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

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

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

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District (the “Board”) shall consist of five (5) members. Members of the Board (“Supervisors”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by ~~resident electors~~the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District, and registered to vote with the Supervisor of Elections of the county in which the District is located, ~~and~~ and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
 - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
 - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference ~~shall be entitled to vote and take all other action as though physically present.~~
 - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rule 1.3 Public Meetings, Hearings, and Workshops.

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

- (f) The following or substantially similar language:- “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”
- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare ~~a notice and~~ an agenda of the meeting/hearing/workshop. The ~~notice and~~ agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least ~~seventy two (72) hours~~ seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

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

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

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

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

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

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

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

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

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:

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

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

Rule 2.0 Rulemaking Proceedings.

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

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

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
 - (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing. ~~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 a substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.

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

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

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

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

- (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
 - (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)~~ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.
- (13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

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

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

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed ~~one~~two million dollars (\$~~1~~2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed ~~fifty~~two hundred thousand dollars (\$~~50~~200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.

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

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

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

- (o) “Request for Proposals” or “RFP” is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.
- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
 - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;
 - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
 - (viii) Whether the entity/individual is a certified minority business enterprise.

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

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

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

Rule 3.1 Procedure Under ~~The~~the Consultants' Competitive Negotiations Act.

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

- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:

(a) Hold all required applicable ~~federal licenses in good standing, if any;~~

~~(b) Hold all required applicable~~ state professional licenses in good standing;

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

(c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and

(d) Meet any qualification requirements set forth in the District's Request for Qualifications.

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

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. ~~Consultants who provide their name and address to the District Manager for inclusion on the list shall receive~~

~~notices by mail.~~ The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

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

with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

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

Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

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

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

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

Rule 3.2 Procedure Regarding Auditor Selection.

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

(1) Definitions.

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

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

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

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

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

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

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

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

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

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

- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
 - (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than ~~July 1~~June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule, but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule

shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

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

Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

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

offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

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

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

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

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

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

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

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

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

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

(3) Suspension, Revocation, or Denial of Qualification

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

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

vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.

viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.

ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.

x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.

xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.

xii. The vendor or affiliate(s) has been convicted of a contract crime.

1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.

2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

(b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

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

Examples of factors affecting the seriousness of a deficiency are:

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

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

Rule 3.5 Construction Contracts, Not Design-Build.

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

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

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

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

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

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

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

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

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

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

Rule 3.6 Construction Contracts, Design-Build.

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
 - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
 - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
 - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
 - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
 - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed,

competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

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

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects such as including but not limited to reemployment assistance, safety, tax withholding, worker's compensation,

unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

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

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

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

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. ~~Failing accord~~Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified firm, the Board at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must terminate negotiations. be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package, and shall provide the Board with a report of the same.

- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
- (5) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

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

Rule 3.7 Payment and Performance Bonds.

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

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

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

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

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

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

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

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

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

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

interests of the District, which ~~steps~~ may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

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

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

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

Rule 3.9 Maintenance Services.

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

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

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

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

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

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

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

Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

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

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

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

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 (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, the Board may require

any person who files a notice of protest ~~to~~must post ~~a~~the protest bond ~~in the. The~~ amount ~~equal to 1% of the anticipated contract amount that is the subject of the protest~~ shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

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

(d) Enter orders; and

(e) Make or receive offers of settlement, stipulation, and adjustment.

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

(5) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

(6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.

(7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

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

Law Implemented: § 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective _____, 2018,20, 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.

ELEVENTH ORDER OF BUSINESS

Indigo

Community Development District

Summary of Invoices

October 14, 2019 to December 12, 2019

Fund	Date	Check No.'s		Amount
General Fund	10/18/19	4477-4485	\$	76,307.83
	10/25/19	4486-4488	\$	43,950.74
	11/1/19	4489-4492	\$	5,395.98
	11/25/19	4493-4499	\$	58,781.74
	12/6/19	4500-4505	\$	28,926.22
				<hr/>
				\$ 213,362.51
Payroll	<u>October 2019</u>			
	Donald Parks	50520	\$	184.70
	John McCarthy	50521	\$	184.70
	Mark McCommon	50522	\$	159.70
	Robert Welsh	50523	\$	164.70
				<hr/>
				\$ 693.80
			<hr/>	
			\$	214,056.31

*** CHECK DATES 10/14/2019 - 12/12/2019 ***
 INDIGO CDD - GENERAL FUND
 BANK A INDIGO - GENERAL

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
10/18/19	00015	10/01/19 457209	201910 330-53800-46800	LAKE/WETLAND SRVCS OCT	*	3,101.00	
		10/01/19 458828	201910 320-53800-46800	LAKE/WETLAND SRVCS OCT	*	385.00	
SOLITUDE LAKE MANAGEMENT LLC							3,486.00 004477
10/18/19	00150	10/01/19 73499	201910 310-51300-54000	SPECIAL DISTRICT FEE-FY20	*	175.00	
DEPARTMENT OF ECONOMIC OPPORTUNITY							175.00 004478
10/18/19	00093	9/15/19 201	201910 310-51300-31700	FY20 ASSESS.ADMIN.CERT.	*	20,000.00	
		10/01/19 202	201910 310-51300-34000	MANAGEMENT FEES OCT19	*	4,708.33	
		10/01/19 202	201910 310-51300-35100	INFORMATION TECH OCT19	*	233.33	
		10/01/19 202	201910 310-51300-31300	DISSEMINATION FEE OCT19	*	250.00	
		10/01/19 202	201910 310-51300-51000	OFFICE SUPPLIES OCT19	*	.30	
		10/01/19 202	201910 310-51300-42000	POSTAGE OCT19	*	7.85	
		10/01/19 202	201910 310-51300-42500	COPIES OCT19	*	33.90	
		10/01/19 202	201910 310-51300-41000	TELEPHONE OCT19	*	14.75	
GOVERNMENTAL MANAGEMENT SERVICES							25,248.46 004479
10/18/19	00146	9/01/19 18630	201910 310-51300-32200	FY19 AUDIT SERVICES OCT19	*	500.00	
GRAU AND ASSOCIATES							500.00 004480
10/18/19	00010	9/30/19 110230	201908 310-51300-49300	REV.RESPONSE MOTIONS/INA	*	2,261.00	
		9/30/19 110231	201907 310-51300-31500	RESRCH ADA/PREP.MEMORANDM	*	64.50	
		9/30/19 110231A	201908 310-51300-31500	REV.BDGT/RESOLUTION/CONFR	*	356.50	
		9/30/19 110232	201908 310-51300-31500	PREPARE/ATTEND BOARD MTG	*	1,200.00	
HOPPING GREEN & SAMS							3,882.00 004481
10/18/19	00017	10/14/19 I0234232	201910 310-51300-48000	NOT.OF MEETING 10/23/19	*	232.93	
NEWS-JOURNAL CORPORATION							232.93 004482
INDI INDIGO				TVISCARRA			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
10/18/19	00031	9/30/19 5820	201909 330-53800-46000		*	864.27	
			LPGA MTHLY MAINT/REPAIRS				
		9/30/19 5820	201909 320-53800-46000		*	70.57	
			I-95 TSTING/RPLCING BULBS				
				SKY'S THE LIMIT HANDYMAN SVCS, INC.			934.84 004483
10/18/19	00159	9/30/19 93019	201909 330-53800-12000		*	2,650.00	
			SITE MGMT SERVICES-SEP19				
		9/30/19 93019	201909 330-53800-46000		*	2,250.00	
			RPR ENTRANCE WALL-REIMB.				
				SOLARIS MANAGEMENT INC.			4,900.00 004484
10/18/19	00160	9/10/19 24483	201909 330-53800-63100		*	275.00	
			REMOVE DOWNED TREE				
		9/19/19 24564	201909 330-53800-63100		*	1,278.00	
			SOD INSTALLATION				
		9/24/19 24498	201909 330-53800-46100		*	657.00	
			RPLC DECODER/DRY CON/KITS				
		9/30/19 24565	201909 330-53800-46100		*	31,488.60	
			HUNTER WIRE/VALVE/DECODER				
		10/01/19 24532	201910 330-53800-46900		*	3,250.00	
			CONSRV.EASE.MAINT.UDRBRSH				
				TEAM ROUNTREE, INC.			36,948.60 004485
10/25/19	00165	10/08/19 1033	201910 300-15500-10000		*	500.00	
			OFFICE LEASE NOV19				
				C.L.O. MANAGEMENT LLC			500.00 004486
10/25/19	00160	10/01/19 24533	201910 330-53800-46200		*	34,907.00	
			MTHLY GROUND MNT-COMM				
		10/01/19 24533	201910 320-53800-46200		*	4,200.00	
			MTHLY GROUND MNT-I-95				
		10/01/19 24533	201910 330-53800-46600		*	525.00	
			PRESS WASH MONUMENT OCT19				
		10/01/19 24533	201910 330-53800-47000		*	3,600.00	
			MTHLY OAK TRIMMING OCT19				
				TEAM ROUNTREE, INC.			43,232.00 004487
10/25/19	00130	10/17/19 7208766	201910 320-53800-49000		*	109.37	
			RENT STORAGE 10/17-11/16				
		10/17/19 7208766	201910 330-53800-49000		*	109.37	
			RENT STORAGE 10/17-11/16				
				WILLIAMS SCOTSMAN, INC.			218.74 004488
11/01/19	00005	10/22/19 6-775-85	201910 310-51300-42000		*	19.54	
			DELIVERY 10/16/19				
				FEDEX			19.54 004489
				INDI INDIGO			
				TVISCARRA			

*** CHECK DATES 10/14/2019 - 12/12/2019 ***
 INDIGO CDD - GENERAL FUND
 BANK A INDIGO - GENERAL

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
11/01/19	00159	10/30/19 103019	201910 330-53800-12000	SITE MGMT SERVICES-OCT19	*	2,650.00	
				SOLARIS MANAGEMENT INC.			2,650.00 004490
11/01/19	00098	8/31/19 PI-A2994	201908 320-53800-46000	FOUNTAIN RPR SRVC AUG19	*	126.94	
				SOLITUDE LAKE MANAGEMENT, LLC			126.94 004491
11/01/19	00160	10/11/19 24605	201910 330-53800-46600	INSTALL 4 PALLETS OF SOD	*	1,540.00	
		10/15/19 24572	201910 330-53800-46100	RPLC ROTORS/POPUIS/NOZZLE	*	1,059.50	
				TEAM ROUNTREE, INC.			2,599.50 004492
11/25/19	00015	11/01/19 460137	201911 330-53800-46800	LAKE/WETLAND SRVCS NOV	*	3,163.00	
		11/01/19 461738	201911 320-53800-46800	LAKE/WETLAND SRVCS NOV	*	385.00	
				SOLITUDE LAKE MANAGEMENT LLC			3,548.00 004493
11/25/19	00165	11/05/19 1040	201911 300-15500-10000	OFFICE LEASE DEC19	*	500.00	
				C.L.O. MANAGEMENT LLC			500.00 004494
11/25/19	00093	11/01/19 203	201911 310-51300-34000	MANAGEMENT FEES NOV19	*	4,708.33	
		11/01/19 203	201911 310-51300-35100	INFORMATION TECH NOV19	*	233.33	
		11/01/19 203	201911 310-51300-31300	DISSEMINATION FEE NOV19	*	250.00	
		11/01/19 203	201911 310-51300-51000	OFFICE SUPPLIES NOV19	*	20.00	
		11/01/19 203	201911 310-51300-42000	POSTAGE NOV19	*	4.68	
		11/01/19 203	201911 310-51300-42500	COPIES NOV19	*	57.45	
		11/01/19 203	201911 310-51300-49000	HOLIDAY INN-MTG ROOM RNTL	*	120.00	
				GOVERNMENTAL MANAGEMENT SERVICES			5,393.79 004495
11/25/19	00010	10/31/19 110951	201909 310-51300-31500	AMER.CORRESP/REV.REC.REQ.	*	392.00	
		10/31/19 110969	201909 310-51300-49300	FORECLR-CALL TO WIDENER	*	1,135.00	
				HOPPING GREEN & SAMS			1,527.00 004496

INDI INDIGO TVISCARRA

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
11/25/19	00031	10/31/19 5850	201910 330-53800-46000		*	1,023.47	
			LPGA MTHLY MAINT/REPAIRS				
		10/31/19 5850	201910 320-53800-46000		*	45.00	
			I-95 TSTING/RPLCING BULBS				
				SKY'S THE LIMIT HANDYMAN SVCS, INC.			1,068.47 004497
11/25/19	00160	11/01/19 24641	201911 330-53800-46900		*	3,250.00	
			CONSRV.EASE.MAINT.UDRBRSH				
		11/01/19 24642	201911 330-53800-46200		*	34,907.00	
			MTHLY GROUND MNT-COMM				
		11/01/19 24642	201911 320-53800-46200		*	4,200.00	
			MTHLY GROUND MNT-I-95				
		11/01/19 24642	201911 330-53800-46600		*	525.00	
			PRESS WASH MONUMENT NOV19				
		11/01/19 24642	201911 330-53800-47000		*	3,600.00	
			MTHLY OAK TRIMMING NOV19				
				TEAM ROUNTREE, INC.			46,482.00 004498
11/25/19	00130	11/17/19 7295842	201911 320-53800-49000		*	131.24	
			RENT STORAGE 11/17-12/16				
		11/17/19 7295842	201911 330-53800-49000		*	131.24	
			RENT STORAGE 11/17-12/16				
				WILLIAMS SCOTSMAN, INC.			262.48 004499
12/06/19	00093	12/01/19 204	201912 310-51300-34000		*	4,708.33	
			MANAGEMENT FEES DEC19				
		12/01/19 204	201912 310-51300-35100		*	233.33	
			INFORMATION TECH DEC19				
		12/01/19 204	201912 310-51300-31300		*	250.00	
			DISSEMINATION FEE DEC19				
		12/01/19 204	201912 310-51300-51000		*	.45	
			OFFICE SUPPLIES DEC19				
		12/01/19 204	201912 310-51300-42000		*	30.22	
			POSTAGE DEC19				
		12/01/19 204	201912 310-51300-42500		*	1.80	
			COPIES DEC19				
		12/01/19 204	201912 310-51300-49000		*	120.00	
			HOLIDAY INN-MTG ROOM RNTL				
				GOVERNMENTAL MANAGEMENT SERVICES			5,344.13 004500
12/06/19	00010	11/27/19 111438	201910 310-51300-49300		*	70.00	
			FORECLOSURE-TELECONFERENCE				
		11/27/19 111439	201910 310-51300-31500		*	576.92	
			LNDSKP/IRRG.MAINT AGREE.				
		11/27/19 111440	201910 310-51300-31500		*	1,311.12	
			REV.AGENDA/ATTEND MEETING				
				HOPPING GREEN & SAMS			1,958.04 004501
				INDI INDIGO			
				TVISCARRA			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
12/06/19	00017	11/28/19 I0234666	201911 310-51300-48000		*	233.18	
		NOT.OF MEETING 12/11/19					
				NEWS-JOURNAL CORPORATION			233.18 004502
12/06/19	00031	11/30/19 5878	201911 330-53800-46000		*	945.82	
		LPGA MTHLY MAINT/REPAIRS					
		11/30/19 5878	201911 320-53800-46000		*	85.00	
		I-95 TSTING/RPLCING BULBS					
				SKY'S THE LIMIT HANDYMAN SVCS, INC.			1,030.82 004503
12/06/19	00159	11/30/19 113019	201911 330-53800-12000		*	2,650.00	
		SITE MGMT SERVICES-NOV19					
				SOLARIS MANAGEMENT INC.			2,650.00 004504
12/06/19	00160	10/31/19 24603	201910 330-53800-46100		*	4,109.50	
		RPLC VALVES/DECODER/POPUP					
		11/04/19 24665	201911 320-53800-49000		*	2,750.00	
		REPLENISH JASMINE/ALGEA					
		11/25/19 24691	201911 330-53800-46100		*	7,600.55	
		RPLC TIMER/DECODER/ROTORS					
		12/01/19 24730	201912 330-53800-46900		*	3,250.00	
		CONSRV.EASE.MAINT.UDRBRSH					
				TEAM ROUNTREE, INC.			17,710.05 004505
						TOTAL FOR BANK A	213,362.51
						TOTAL FOR REGISTER	213,362.51

INDI INDIGO

TVISCARRA

Aquatic Systems, Inc.,
a SOLitude Lake Management Company
Lake & Wetland Management Services
2100 NW 33rd Street Pompano Beach, FL 33069
800-432-4302

Invoice

INVOICE DATE: 10/1/2019
INVOICE NUMBER: 0000457209
CUSTOMER NUMBER: 0135740
PO NUMBER:
PAYMENT TERMS: 30 NET

Indigo North CDD
C/O Solaris Management Service
1408 Hamlin Ave Unit E
St Cloud, FL 34771

RECEIVED
OCT 02 2019

BY: _____

QTY ORD	ITEM DESCRIPTION	U/M	UNIT PRICE	EXT PRICE
1	Monthly Lake and Wetland Services - October		3,101.00	3,101.00

#15

1-330-538-468

Lake/Wetland Svcs Oct

SALES TAX: (0.0%) \$0.00
LESS PAYMENT: \$0.00
TOTAL DUE: \$3,101.00

A 1.5% FINANCE CHARGE IS ADDED TO BALANCES 31 OR MORE DAYS PAST DUE

PLEASE RETURN THIS PORTION WITH PAYMENT.
MAKE CHECKS PAYABLE TO: **Aquatic Systems, Inc.**

☐ Address Changes (Note on Back of this Slip)
Please include contact name and phone number

DATE: 10/1/2019
INVOICE NUMBER: 0000457209
CUSTOMER NUMBER: 0135740
TOTAL AMOUNT DUE: \$3,101.00

Aquatic Systems, Inc., a Solitude Lake
Management Company
2100 NW 33rd Street
Pompano Beach, FL 33069

AMOUNT PAID:

THANK YOU FOR YOUR BUSINESS!

Aquatic Systems, Inc.,
a SOLitude Lake Management Company
Lake & Wetland Management Services
2100 NW 33rd Street Pompano Beach, FL 33069
800-432-4302

Invoice

INVOICE DATE: 10/1/2019
INVOICE NUMBER: 0000458828
CUSTOMER NUMBER: 0119440
PO NUMBER:
PAYMENT TERMS: 30 NET

LPGA I95 Interchange
c/o Solaris Management Service
1408 Hamlin Ave Unit E
St Cloud, FL 34771

RECEIVED
OCT 02 2019

BY: _____

QTY ORD	ITEM DESCRIPTION	U/M	UNIT PRICE	EXT PRICE
1	Monthly Lake and Wetland Services - October		385.00	385.00

#15

1-320-538-468

Lake/Wetland Svcs Oct

SALES TAX: (0.0%) \$0.00
LESS PAYMENT: \$0.00
TOTAL DUE: \$385.00

A 1.5% FINANCE CHARGE IS ADDED TO BALANCES 31 OR MORE DAYS PAST DUE

PLEASE RETURN THIS PORTION WITH PAYMENT.
MAKE CHECKS PAYABLE TO: **Aquatic Systems, Inc.**

☐ Address Changes (Note on Back of this Slip)
Please include contact name and phone number

DATE: 10/1/2019
INVOICE NUMBER: 0000458828
CUSTOMER NUMBER: 0119440
TOTAL AMOUNT DUE: \$385.00

Aquatic Systems, Inc., a Solitude Lake
Management Company
2100 NW 33rd Street
Pompano Beach, FL 33069

AMOUNT PAID:

THANK YOU FOR YOUR BUSINESS!

Florida Department of Economic Opportunity, Special District Accountability Program
FY 2019/2020 Special District Fee Invoice and Update Form
Required by Sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

Invoice No.: 73498			Date Invoiced: 10/01/2019
Annual Fee: \$175.00	Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 12/02/2019: \$175.00

STEP 1: Review the following information, make changes directly on the form, and sign and date:

1. Special District's Name, Registered Agent's Name, and Registered Office Address:



Indigo Community Development District ✓
Ms. Katie S. Buchanan ✓
Hopping Green and Sams, P.A. ✓
119 South Monroe Street, Suite 300 ✓
Tallahassee, FL 32301 ✓

RECEIVED
OCT 11 2019

2. Telephone: (850) 222-7500 ✓
3. Fax: (850) 224-8551 ✓
4. Email: katieb@hgsllaw.com ✓
5. Status: Independent ✓
6. Governing Body: Elected ✓
7. Website Address: www.indigocdd.com ✓
8. County(ies): Volusia ✓
9. Function(s): Community Development ✓
10. Boundary Map on File: 09/11/2009
11. Creation Document on File: 02/03/1995
12. Date Established: 01/03/1995 ✓
13. Creation Method: Rule of the Governor and Cabinet ✓
14. Local Governing Authority: City of Daytona Beach ✓
15. Creation Document(s): Rule 42U-1.001 - 1.003, Florida Administrative Code, as amended 05/26/98, 09/19/99, and 03/07/02 ✓
16. Statutory Authority: Chapter 190, Florida Statutes ✓
17. Authority to Issue Bonds: Yes ✓
18. Revenue Source(s): Assessments ✓
19. Most Recent Update: 11/02/2018

BY: _____

#150 1-310-513-54

Special District Fee - FY20

I do hereby certify that the information above (changes noted if necessary) is accurate and complete as of this date.

Registered Agent's Signature: Katie Buchanan Date 10/9/19

STEP 2: Pay the annual fee or certify eligibility for the zero fee:

- a. **Pay the Annual Fee:** Pay the annual fee online by following the instructions at www.Floridajobs.org/SpecialDistrictFee or by check payable to the Department of Economic Opportunity.
- b. **Or, Certify Eligibility for the Zero Fee:** By initialing each of the following items, I, the above signed registered agent, do hereby certify that to the best of my knowledge and belief, **ALL** of the following statements contained herein and on any attachments hereto are true, correct, complete, and made in good faith as of this date. I understand that any information I give may be verified:
1. This special district and its Certified Public Accountant determined the special district is not a component unit of a local general-purpose government.
 2. This special district is in compliance with the reporting requirements of the Department of Financial Services.
 3. This special district reported \$3,000 or less in annual revenues to the Department of Financial Services on its Fiscal Year 2017/2018 Annual Financial Report (if created since then, attach an income statement verifying \$3,000 or less in revenues).

Department Use Only: Approved: _____ Denied: _____ Reason: _____

STEP 3: Make a copy of this form for your records.

STEP 4: Mail this form and payment (if paying by check) to the Department of Economic Opportunity, Bureau of Budget Management, 107 E. Madison Street, MSC 120, Tallahassee, FL 32399-4124. Direct any questions to (850) 717-8430.

Governmental Management Services, LLC1001 Bradford Way
Kingston, TN 37763**Invoice****Bill To:**Indigo CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092**RECEIVED**
SEP 20 2019

BY: _____

Invoice #: 201

Invoice Date: 9/15/19

Due Date: 9/15/19

Case:

P.O. Number:

Description	Hours/Qty	Rate	Amount
Assessment Roll Certification - FY 2020 # 93 1-316-513-317 FY20 AS sess. Admin. Cert.		20,000.00	20,000.00
Total			\$20,000.00
Payments/Credits			\$0.00
Balance Due			\$20,000.00

Governmental Management Services, LLC1001 Bradford Way
Kingston, TN 37763**Invoice**

Invoice #: 202

Invoice Date: 10/1/19

Due Date: 10/1/19

Case:

P.O. Number:

Bill To:Indigo CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092**RECEIVED**
OCT 02 2019

BY: _____

Description	Hours/Qty	Rate	Amount
Management Fees - October 2019 310-513-34		4,708.33	4,708.33
Information Technology - October 2019 310-513-351		233.33	233.33
Dissemination Agent Services - October 2019 310-513-313		250.00	250.00
Office Supplies Oct 19 310-513-51		0.30	0.30
Postage Oct 19 310-513-42		7.85	7.85
Copies Oct 19 310-513-425		33.90	33.90
Telephone Oct 19 310-513-41		14.75	14.75
Total			\$5,248.46
Payments/Credits			\$0.00
Balance Due			\$5,248.46

#93

Grau and Associates

951 W. Yamato Road, Suite 280
Boca Raton, FL 33431-
www.graucpa.com

RECEIVED
SEP 09 2019

BY: _____

Phone: 561-994-9299

Fax: 561-994-5823

Indigo Community Development District
9145 Narcoossee Road, Suite A206
Orlando, FL 32827

Invoice No. 18630
Date 09/01/2019

SERVICE	AMOUNT
Audit FYE 09/30/2019	\$ 500.00
Current Amount Due	\$ 500.00

15146

1-310-513-322

FY19 Audit Services Oct19

0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
500.00	0.00	0.00	0.00	0.00	500.00

Payment due upon receipt.

Hopping Green & Sams

Attorneys and Counselors

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

STATEMENT

September 30, 2019

Indigo Community Development District
c/o Governmental Management Services, LLC
Central Florida
1408 Hamlin Avenue, Unit E
St. Cloud, FL 34771

Bill Number 110230
Billed through 08/31/2019

RECEIVED
OCT 03 2019

#10 1-310-513-493
Prev. Response Motions / INA

2019 Foreclosure

INDIGO 00126 KSB

BY: _____

FOR PROFESSIONAL SERVICES RENDERED

08/12/19	DMS	Final review and revision to response to motion to dismiss of EBP properties; email same to Spivey.	0.60 hrs
08/14/19	DMS	Teleconference with counsel for Ina Group; teleconference with co-counsel for Ina Group; email to Buchanan regarding same; emails to/from Hayes; teleconference with Hayes.	1.20 hrs
08/27/19	DMS	Review/revise opposition to motions to dismiss of INA and Pinnacle Bank; coordinate with Diot on same.	0.90 hrs
08/27/19	KCD	Draft response to motions to dismiss of other defendants; draft correspondence to Smith regarding same.	3.40 hrs
08/28/19	KCD	Revise responses to motions to dismiss filed by Pinnacle Bank and Ina Group; correspondence with Smith regarding same.	2.20 hrs
Total fees for this matter			\$2,261.00

MATTER SUMMARY

Smith, Douglas M.	2.70 hrs	350 /hr	\$945.00
Diot, Kristen C.	5.60 hrs	235 /hr	\$1,316.00

TOTAL FEES \$2,261.00

TOTAL CHARGES FOR THIS MATTER **\$2,261.00**

BILLING SUMMARY

Smith, Douglas M.	2.70 hrs	350 /hr	\$945.00
Diot, Kristen C.	5.60 hrs	235 /hr	\$1,316.00

TOTAL FEES \$2,261.00

=====

TOTAL CHARGES FOR THIS BILL

\$2,261.00

Please include the bill number on your check.

Hopping Green & Sams

Attorneys and Counselors

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

STATEMENT

September 30, 2019

Indigo Community Development District
c/o Governmental Management Services, LLC
Central Florida
1408 Hamlin Avenue, Unit E
St. Cloud, FL 34771

Bill Number 110231
Billed through 08/31/2019

RECEIVED
OCT 04 2019

#10 1-310-513-315 \$64.50
Resrch ADA/Prep Memorandum
1-310-513-315 \$356.50
Rev. Bdgt / Resolution / Confer

General Counsel

INDIGO 00001 KSB

BY: _____

FOR PROFESSIONAL SERVICES RENDERED

07/23/19	LMG	Research regarding ADA requirements and exempt meetings.	0.10 hrs
07/30/19	LMG	Research and revise rules of procedure; prepare memorandum to district regarding same.	0.20 hrs
08/15/19	KSB	Confer with Perry.	0.30 hrs
08/21/19	KEM	Prepare annual assessment resolution.	0.50 hrs
08/22/19	KSB	Review budget, appropriation resolution and assessment resolution.	0.90 hrs
Total fees for this matter			\$421.00

MATTER SUMMARY

Ibarra, Katherine E. - Paralegal	0.50 hrs	125 /hr	\$62.50
Buchanan, Katie S.	1.20 hrs	245 /hr	\$294.00
Gentry, Lauren M.	0.30 hrs	215 /hr	\$64.50

TOTAL FEES \$421.00

TOTAL CHARGES FOR THIS MATTER

\$421.00

BILLING SUMMARY

Ibarra, Katherine E. - Paralegal	0.50 hrs	125 /hr	\$62.50
Buchanan, Katie S.	1.20 hrs	245 /hr	\$294.00
Gentry, Lauren M.	0.30 hrs	215 /hr	\$64.50

TOTAL FEES \$421.00

TOTAL CHARGES FOR THIS BILL

\$421.00

=====

Please include the bill number on your check.

Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

September 30, 2019

Indigo Community Development District
c/o Governmental Management Services, LLC
Central Florida
1408 Hamlin Avenue, Unit E
St. Cloud, FL 34771

Bill Number 110232
Billed through 08/31/2019

RECEIVED
OCT 03 2019

#10 1-310-513-315
Prepare/Attend Board Mtg

Monthly Meeting

INDIGO 00101 KSB

BY: _____

FOR PROFESSIONAL SERVICES RENDERED

08/28/19 KSB Prepare for and attend board meeting.

Total fees for this matter

\$1,200.00

MATTER SUMMARY

TOTAL FEES

\$1,200.00

TOTAL CHARGES FOR THIS MATTER

\$1,200.00

BILLING SUMMARY

TOTAL FEES

\$1,200.00

TOTAL CHARGES FOR THIS BILL

\$1,200.00

Please include the bill number on your check.

The Daytona Beach News-Journal

Daytona Beach News-Journal
The Sunday News-Journal
Southeast Volusia Edition
West Volusia Edition
News-Journal Focus
Flagler/Palm Coast News-Tribune
Volusia Review

Advertiser / Client Name		Billing Date	
INDIGO COMM DEV DIST		10/14/2019	
Customer Account #		Total Amount Due	
1007178		\$232.93	
Customer Type		Terms of Payment	Page
Legal		Upon Receipt	1
Invoice Number : I02342325-10142019			

Advertising Invoice

INDIGO COMM DEV DIST
DEV. DISTRICT
475 W TOWN PLACE STE 114
SAINT AUGUSTINE, FL 32092

Daytona News-Journal
P O Box 919423
Orlando, FL 32891-9423
Phone (866)470-7133

Amount Paid : \$ _____

Check # : _____

Amount to Pay : **\$232.93**

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

Start Date	Ad# - Trans#	Pub	Description	P. O. Number	Times	Size/Charge	Amount
10/14/2019	0002342325	NJ	NOTICE OF MEETING - 10/23/2019	COURTNEY HOGGE	1	1.00 x 51Lines	\$232.93
Amount to Pay :							\$232.93

RECEIVED
OCT 17 2019

BY: _____

RECEIVED
OCT 17 2019
BY: _____

#17
1-310-513-48
Not. of Meeting 10/23/19

The Daytona Beach News-Journal

Daytona News-Journal
P O Box 919423
Orlando, FL 32891-9423
Phone (866)470-7133

Advertiser / Client Name		Billing Date	
INDIGO COMM DEV DIST		10/14/2019	
Customer Account #		Total Amount Due	
1007178		\$232.93	
Customer Type		Terms of Payment	Page
Legal		Upon Receipt	1
Invoice Number : I02342325-10142019			

THANK YOU FOR YOUR BUSINESS
TERMS: NET DUE UPON RECEIPT

THIS IS A COURTESY CHARGE - DOES NOT ESTABLISH CREDIT -- LATE PAYMENT MAY PREVENT ACCEPTANCE OF FUTURE ADVERTISING

THE NEWS-JOURNAL

Published Daily and Sunday
Daytona Beach, Volusia County, Florida

State of Florida,
County of Volusia

Before the undersigned authority personally appeared

Cynthia Anderson

who, on oath says that she is

LEGAL COORDINATOR

of The News-Journal, a daily and Sunday newspaper,
published at Daytona Beach in Volusia County, Florida; the
attached copy of advertisement, being a
.....

NOTICE OF MEETING

L 2342325

in the Court,
was published in said newspaper in the issues.....

OCTOBER 14, 2019

Affiant further says that The News-Journal is a newspaper
published at Daytona Beach, in said Volusia County, Florida,
and that the said newspaper has heretofore been continuously
published in said Volusia County, Florida, each day and
Sunday and has been entered as second-class mail matter at
the post office in Daytona Beach, in said Volusia County,
Florida, for a period of one year next preceding the first
publication of the attached copy of advertisement; and affiant
further says that he has neither paid nor promised any person,
firm or corporation any discount, rebate, commission or
refund for the purpose of securing this advertisement for
publication in the said newspaper

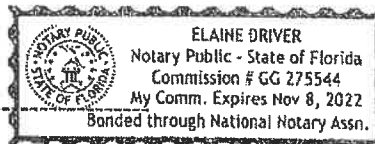
Amelia Anderson

Sworn to and subscribed before me

This 14TH of OCTOBER

A.D. 2019

[Signature]



NOTICE OF MEETING
INDIGO
COMMUNITY DEVELOPMENT DISTRICT
The regular meeting of the Board of Supervisors (the "Board") of the Indigo Community Development District is scheduled to be held on Wednesday, October 23, 2019 at 1:00 p.m. at the Holiday Inn Daytona Beach, LPGA Boulevard, 137 Autumall Circle, Daytona Beach, FL 32124. The meeting is open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meeting may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for this meeting may be obtained from Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 or by calling (904) 940-5850.
There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.
A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.
James Perry
District Manager
L2342325 Oct. 14, 2019

Sky's the Limit Handyman Service, Inc.

1507 S. Central Ave.
Flagler Beach, FL 32136
386-451-6294

Invoice

DATE	INVOICE #
9/30/2019	5820

BILL TO
Indigo C.D.D. 1408 Hamlin Avenue Unit E St. Cloud, FL 34771

RECEIVED
OCT 01 2019
BY: _____

#31 1-330-538-46 \$ 864.27

LPGA Mthly Maint/Repairs

1-320-538-46 \$ 70.57

I-95 Tsting / Replacing Bulbs

P.O. NO.	TERMS	PROJECT

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Misc. September jobs in the Community of LPGA International and Grande Champion.		
	September / Monthly maintenance of all four fountains and it's surrounding areas in the LPGA International Community.	120.00	120.00
	Monthly maintenance of ground lighting and streetlights throughout the LPGA International Community.	255.00	255.00
	Replacing of bulbs to misc. large bullet, small spot, streetlights, monument floods, and fluorescent light fixtures at the following locations: 1. Bulb to flood up-light fixture in front of the wall in the median at the entrance to Grande Champion. (100wt Metal Halide bulb) 2. Bulb to flood up-light fixture in front of the entry side wall at the entrance to Grande Champion. (100wt Metal Halide bulb) 3. Two bulbs to flood up-light fixtures between the sidewalk and the road on the entry side at the entrance to Grande Champion. (2 100wt Metal Halide bulbs) 4. Bulb to streetlight on Champions Drive across from Tournament Drive. (250w Metal Halide bulb) 5. Bulb to streetlight on Champions Drive at the entrance to Seven Nobels. (250w Metal Halide bulb)	0.00	0.00
Please make check payable to STLHS Inc.		Total	

Sky's the Limit Handyman Service, Inc.

1507 S. Central Ave.
Flagler Beach, FL 32136
386-451-6294

Invoice

DATE	INVOICE #
9/30/2019	5820

BILL TO

Indigo C.D.D.
1408 Hamlin Avenue
Unit E
St. Cloud, FL 34771

		P.O. NO.	TERMS	PROJECT
QUANTITY	DESCRIPTION	RATE		AMOUNT
	Misc. repairs of all large bullet, small spot, streetlights, monument floods, flood up-light, and fluorescent light fixtures in LPGA International.	45.00		45.00
	1. Replaced ballast to flood up-light fixture in front of the entry side wall at the entrance to Grande Champion. (100wt Metal Halide ballast)			
	2. Replaced broken lens to flood up-light fixture between the sidewalk and the road on the entry side at the entrance to Grande Champion. (Swapped lens from unused fixture behind the wall)			
	Misc. jobs in the Community of LPGA International.	35.00		35.00
	1. Re-installing and securing of fallen street signs at the intersection of Wentworth and Birkdale			
4	Metal Halide 100wt medium based bulb	31.88		127.52
1	100wt Metal Halide multi-tap ballast	102.21		102.21
6	Wire Nut	0.19		1.14
32	3" Chlorine tablet	2.39		76.48
6	Gallon Chlorine	3.98		23.88
2	250w Metal Halide mogul base Bulb	38.06		76.12
1	Stainless hardware	1.92		1.92
(LPGA Community total: \$864.27)				
Please make check payable to STLHS Inc.			Total	

Sky's the Limit Handyman Service, Inc.

1507 S. Central Ave.
Flagler Beach, FL 32136
386-451-6294

Invoice

DATE	INVOICE #
9/30/2019	5820

BILL TO

Indigo C.D.D.
1408 Hamlin Avenue
Unit E
St. Cloud, FL 34771

P.O. NO.**TERMS****PROJECT**

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Misc. jobs at the I-95 overpass	0.00	0.00
	Testing and replacing of bulbs to palm trees and LPGA lettering flood fixtures at the following locations: 1. All OK	45.00	45.00
	Misc. repairs to palm tree and LPGA lettering flood fixtures at the I-95 overpass. 1. Re-spliced cut connections to palm tree flood light fixture (Sixth one closest to I-95) at the SE quad	25.00	25.00
3	Wire Nut	0.19	0.57
	(I-95 Overpass Total \$70.57) 320-53800-46000 \$ 70.57 330-53800-46000 \$ 864.27		
Please make check payable to STLHS Inc.		Total	\$934.84

From:

Solaris Management Inc.
309 Kingsley Lake Dr., Ste 904
St Augustine FL 32092
(904) 687-1255

Bill to:

Indigo Community Development District
Governmental Management Services
9145 Narcoosee Rd Ste A206
Orlando, FL 32827

INVOICE

Date	Invoice #
9/30/2019	93019

RECEIVED
OCT 01 2019

BY: _____

Description	Amount
Site Management Services - September 2019	\$2,650.00
Entrance wall repair at LPGA Blvd & International Golf Drive. Paid by Solaris Management.	\$2,250.00
#159 1-330-538-12 Site Mgmt Services - Sept 19 1-330-538-46 Apr Entrance Wall - Reimb.	
TOTAL DUE	\$4,900.00

BLOCK - BRICK - STONE

DATE:
INVOICE #

Sept 26, 2019
289

RECEIVED
OCT 01 2019
BY: _____

DESCRIPTION	AMOUNT
LPGA Blvd & International Golf Dr.	
Repair vehicle damage to concrete entrance monument.	
Labor & Materials	\$2,425.00
TOTAL	\$ 2,425.00

Team Rountree, Inc.
P.O. Box 730506
Ormond Beach, FL 32173

386-274-4050 FAX 386-236-1270

Invoice



www.teamrountree.net

Bill To
Indigo Community Development District c/o Government Management Services CF, LLC 1408 Hamlin Ave., Unit E St. Cloud, FL 34771

Service Address

Date	Invoice #
9/10/2019	24483

Need additional services? Please call our office, so your request can be recorded and scheduled in a timely manner!

Description	Amount
Removal of downed tree on Champions Drive	275.00
<div>RECEIVED</div> <div>OCT 04 2019</div> <div>BY: _____</div> <div>330-53800-63100</div> <div>#160</div> <div>1-330-538-631</div> <div>Remove Downed Tree</div>	
Thank you for choosing Team Rountree!	Total \$275.00

We accept Visa, MasterCard & Discover

Team Rountree, Inc.
P.O. Box 730506
Ormond Beach, FL 32173

386-274-4050 FAX 386-236-1270

Invoice



www.teamroutree.net

Bill To
Indigo Community Development District c/o Government Management Services-CF, LLC 1408 Hamlin Ave., Unit E St. Cloud, FL 34771

Service Address
Medians

Date	Invoice #
9/19/2019	24564

Need additional services? Please call our office, so your request can be recorded and scheduled in a timely manner!

Description	Amount
Sod installation RECEIVED OCT 01 2019 BY _____ 330-53800-63100 #60 1-330-538-631 Sod Installation	1,278.00
Thank you for choosing Team Rountree!	Total \$1,278.00

We accept Visa, MasterCard & Discover

Team Rountree, Inc.
P.O. Box 730506
Ormond Beach, FL 32173

386-274-4050 FAX 386-236-1270

Invoice



www.teamroutree.net

Bill To:
Indigo Community Development District c/o Government Management Services-CF, LLC 1408 Hamlin Ave., Unit E St. Cloud, FL 34771

Service Address:
International Golf Drive

Date	Invoice #
9/24/2019	24498

Need additional services? Please call our office, so your request can be recorded and scheduled in a timely manner!

Description	Amount
Tracked and replaced broken decoder on Timer C	202.00
Replaced with (1) Hunter Decoder	
Installed (8) Blue dry cons	32.00
Installed (9) Grease kits	45.00
Labor	378.00
BY: _____	
#160 1-330-538-461	
Apt decoder/dry cons/kits	
330-53800-46100	
BY: _____	
Total	
\$657.00	

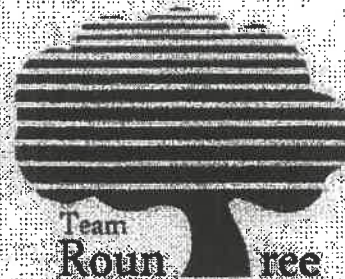
Thank you for choosing Team Rountree!

We accept Visa, MasterCard & Discover

Team Rountree, Inc.
P.O. Box 730506
Ormond Beach, FL 32173

386-274-4050 FAX 386-236-1270

Invoice




www.teamroundtree.net

Bill To
Indigo Community Development District c/o Government Management Services, CF, LLC 1408 Hamlin Ave., Unit E St. Cloud, FL 34771

Service Address
Grand Champion Gene Daniels

Date	Invoice #
9/30/2019	24363

Need additional services? Please call our office, so your request can be recorded and scheduled in a timely manner!

Description	Amount
Installed (5450) ft Hunter ID two wire	10,627.50
Installed (1) ACC 99 D Controller	565.00
Installed (3) 400 decoders	1,398.00
Installed (2) ICD 200 decoders	628.00
Installed (8) ICD 100 decoders	1,400.00
Installed (10) 2" Control valves	1,800.00
Installed (9) 1.5" Control valves	1,485.00
Installed (250) ft 18/7 Multi-wire	312.50
Installed (6) 8" Ground rods	150.00
Installed (1) 4' x 6' Ground plate	254.00
Installed (7) Ground clamps	35.00
Installed (140) ft Bare copper wire	145.60
Installed (25) Ebbly grease kits	150.00
Installed (60) King wire connectors	240.00
Installed (35) 1.5" Fittings	96.25
Installed (25) 2" Fittings	93.75
Installed (3) Hose bibs	12.00
Labor	12,096.00
<div style="text-align: center;">  </div>	
<p>330-53800-46100</p> <p>#160 1-330-538-461</p> <p>Hunter wire/Valve/decoders</p>	
Thank you for choosing Team Rountree!	Total \$31,488.60

We accept Visa, MasterCard & Discover

Team Rountree, Inc.
P.O. Box 730506
Ormond Beach, FL 32173

386-274-4050 FAX 386-236-1270

Bill To

Indigo Community Development District
c/o Government Management Services-CF, LLC
1406 Hamlin Ave., Unit E
St. Cloud, FL 34771

Service Address

Invoice



www.teamroundtree.net

Date

Invoice #

10/1/2019

24532

Need additional services? Please call our office, so your request can be recorded and scheduled in a timely manner!

Description	Amount
Conservation easement maintenance underbrushing	3,250.00
<div>RECEIVED</div> <div>OCT 04 2019</div> <div>BY: _____</div> <div>330-53800-46900</div> <div>#160</div> <div>1-330-538-469</div> <div>Consrv. Eas. Maint. Underbrush</div>	
Thank you for choosing Team Rountree!	Total \$3,250.00

We accept Visa, MasterCard & Discover

C.L.O. Management LLC
1617 Ridgewood Ave, Suite D
Daytona Beach, FL 32117
386-944-9511
clomanagement.com

Invoice

Date	Invoice #
10/8/2019	1033

Bill To
Indigo Community Development District GMS, James Perry, District Mgr. 475 West Town Place Suite 114 St Augustine, FL 32092

RECEIVED
OCT 08 2019

BY:_____

Quantity	Description	Rate	Amount
1	Rent / Record Keeping November 2019 1617 Ridgewood Ave, Suite D Daytona Beach, FL 32117 #165 (Hd) 1-300-155-100 Office Lease Nov 19	500.00	500.00
Total			\$500.00

Team Rountree, Inc.
P.O. Box 730506
Ormond Beach, FL 32173

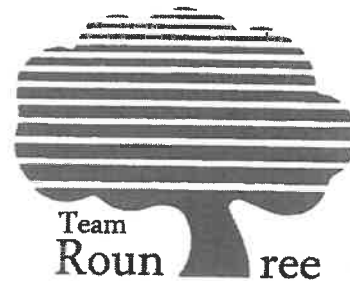
386-274-4050 FAX 386-236-1270

Bill To

Indigo Community Development District
c/o Government Management Services-CF, LLC
1408 Hamlin Ave., Unit E
St. Cloud, FL 34771

Service Address

Invoice



www.teamroutree.net

Date

10/1/2019

Invoice #

24533

Need additional services? Please call our office, so your request can be recorded and scheduled in a timely manner!

Description	Amount
Monthly Contract Grounds Maintenance - Community	38,507.00
Monthly Contract Grounds Maintenance - I-95 Overpass	4,200.00
Monthly Charge for Pressure Washing of Four Monuments	525.00
<div>RECEIVED</div> <div>OCT 01 2019</div> <div>BY: _____</div>	
<p>#166 (Hd)</p> <p>1-330-538-462 \$34,907.00</p> <p>Mthly Ground Mnt-Comm</p> <p>1-320-538-462 \$4,200.00</p> <p>Mthly Ground Mnt-I-95</p> <p>1-330-538-466 \$525.00</p> <p>Press Wash Monument Oct19</p> <p>1-330-538-47 \$3,600.00</p> <p>Mthly Oak Trimming Oct19</p>	
Thank you for choosing Team Rountree!	Total \$43,232.00

We accept Visa, MasterCard & Discover

INVOICE



Corporate Operations
901 S. Bond Street, Suite 600
Baltimore, MD 21231-3357

Invoice #	Amount Due	Due Date
7208766	\$218.74	Upon Receipt
PLEASE REMIT PAYMENT VIA ACH OR GO TO BILLTRUST: http://willscot.billtrust.com		Amount Enclosed

Do not include correspondence with your remittance. Correspondence should be directed to the Williams Scotsman Branch address indicated below.

Billed To:

50 1 SP 0.500 E0050X I0065 D5398068379 S2 P6830491 0001:0001



INDIGO COMMUNITY DEVELOPMENT DISTRICT
1408 HAMLIN AVE UNIT E
SAINT CLOUD FL 34771-8588

Go paperless by paying via ACH or remit payment to:
WILLIAMS SCOTSMAN, INC.
PO BOX 91975
CHICAGO, IL 60693-1975

031

7208766

072005

031

▲ Please detach and return top portion with your payment to insure proper credit to your account. Thank you. ▲

Page 1 of 1

INVOICE



Questions regarding your account
should be directed to:

Williams Scotsman
801 Jetstream Drive
Orlando, FL 32824-7109

888-378-9084

Invoice Date:	10/17/2019	Unit Location
Invoice #:	7208766	Indigo Community Development District 105 Grande Champion Blvd. DAYTONA BEACH, FL 32124
Due Date:	Upon Receipt	
Customer #:	22299381	Purchasing Agent
		Curt von der Osten

www.willscot.com

Federal ID NO. 52-0665775 The buyer agrees to pay all applicable state and municipal taxes on this transaction

UNIT NO.	BILLING TERMS	DESCRIPTION	AMOUNT
<p>Effective with your next invoice, the Rental Rate for your Equipment will be increased to reflect prevailing market conditions and costs as defined in your Lease Agreement.</p> <p>Our records indicate your Property Damage Insurance and Liability Insurance have expired. Please email your updated Certificate of Insurance to insurance@willscot.com, or Expired Insurance Certificate Fees will be added to your next invoice.</p>			
OWL-31257	10/17/19 THRU 11/16/19	RENT STORAGE	\$212.37
		PROPERTY TAX RECOVERY	\$6.37
		CURRENT INVOICE AMOUNT DUE:	\$218.74
		#130	
		1-320-538-49 \$109.37	
		Rent Storage 10/17-11/16	
		1-330-538-49 \$109.37	
		Rent Storage 10/17-11/16	



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<http://willscot.billtrust.com>.



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<http://willscot.billtrust.com>

USE THIS ENROLLMENT TOKEN:

QTG QTH KTK

0001:0001

Late fee of 1 1/2% per month on all past due accounts. A \$30.00 fee will be charged for any returned checks.

From:

Solaris Management Inc.
309 Kingsley Lake Dr., Ste 904
St Augustine FL 32092
(904) 687-1255

Bill to:

Indigo Community Development District
Governmental Management Services
9145 Narcoosee Rd Ste A206
Orlando, FL 32827

INVOICE

Date	Invoice #
10/30/2019	103019

RECEIVED
OCT 29 2019

BY: DATE TIME USER NAME

Description	Amount
Site Management Services - October 2019	\$2,650.00
#159 1-330-538-12	
Site Mgmt Services - Oct19	
TOTAL DUE	\$2,650.00

SOLITUDE

LAKE MANAGEMENT

Voice: (888) 480-5253 Fax: (888) 358-0088

SOLD TO: Indigo CDD
LPGA Blvd & Interstate 95 Interchange
Daytona Beach, FL 32124

INVOICE

Invoice Number: PI-A00299434

Invoice Date: 08/31/19

PROPERTY: Indigo CDD

CUSTOMER ID	CUSTOMER PO	Payment Terms
0524980		Net 30
Sales Rep ID	Shipment Method	Ship Date
		09/30/19

Qty	Item Description	UOM	Unit Price	Extension
1	Fountain Repair Service	Each	126.94	126.94

#98

1-320-538-46

Fountain Rpr Svc Aug 19

320-53800-46000

RECEIVED
OCT 29 2019
BY: _____

PLEASE REMIT PAYMENT TO:

1320 Brookwood Drive, Suite H
Little Rock, AR 72202

www.solitudelakemanagement.com

Subtotal	126.94
Sales Tax	0.00
Total Invoice	126.94
Payment Received	0.00
TOTAL	126.94

www.aeratorsaquatics4lakesnponds.com

Team Rountree, Inc.
P.O. Box 730506
Ormond Beach, FL 32173

386-274-4050 FAX 386-236-1270

Invoice



www.teamroutree.net

Bill To
Indigo Community Development District c/o Government Management Services-CF,LLC 1408 Hamlin Ave., Unit E St. Cloud, FL 34771

Service Address

Date	Invoice #
10/11/2019	24605

Need additional services? Please call our office, so your request can be recorded and scheduled in a timely manner!

Description	Amount
Installed (4) Pallets of sod <div>RECEIVED OCT 18 2019 BY: _____</div> * 166 1-330-538 - 466 Install 4 Pallets of Sod	1,540.00
Thank you for choosing Team Rountree!	Total \$1,540.00

We accept Visa, MasterCard & Discover

Invoice

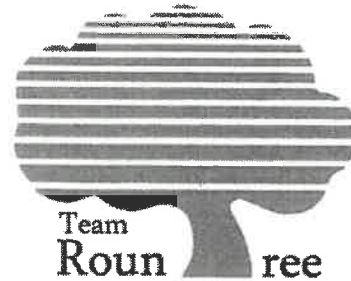
BY: _____

386-274-4050 FAX 386-236-1270

Bill To

Indigo Community Development District
c/o Government Management Services-CF, LLC
1408 Hamlin Ave., Unit E
St. Cloud, FL 34771

Service Address



www.teamrouttree.net

Date	Invoice #
10/15/2019	24572

Need additional services? Please call our office, so your request can be recorded and scheduled in a timely manner!

Description	Amount
10/01/19 - Grand Champion Complete System Check	
Replaced (7) Pop-rotors	140.00
Replaced (18) 6" Pop-ups	274.50
Replaced (40) Nozzles	80.00
Installed (1) 2" Slip fix	25.00
Labor	540.00
# 160 (Hd)	
1-330-538 -461	
Aple Rotors/Pop-ups/Nozzle	
Thank you for choosing Team Rountree!	Total \$1,059.50

We accept Visa, MasterCard & Discover

Aquatic Systems, Inc.

2100 NW 33rd Street
Pompano Beach, FL 33069
954-977-7736

INVOICE

DATE

11/1/2019

INVOICE #

0000460137

CUST #

0135740

BILL TO:

Indigo North CDD
C/O Solaris Management Service
1408 Hamlin Ave Unit E
St Cloud FL 34771

SHIP TO:

Indigo North CDD
C/O Solaris Management Service
1408 Hamlin Ave Unit E
St Cloud FL 34771

P.O. NUMBER		TERMS	SALES PERSON	
		30 NET		
QUAN	DESCRIPTION	PRICE EACH	AMOUNT	
1.00	Monthly Lake and Wetland Services - November	3,163.00	3,163.00	
<div>(Hd) #15 1-330-538-468</div> <div>330 - 53800 - 46800</div> <div>Lake/wetland Svcs Nov</div> <div><div>RECEIVED</div><div>NOV 04 2019</div><div>BY: _____</div></div>				
TOTAL			\$3,163.00	

Aquatic Systems, Inc.,
a SOLitude Lake Management Company
Lake & Wetland Management Services
2100 NW 33rd Street Pompano Beach, FL 33069
800-432-4302

Invoice

INVOICE DATE: 11/1/2019
INVOICE NUMBER: 0000461738
CUSTOMER NUMBER: 0119440
PO NUMBER:
PAYMENT TERMS: 30 NET

LPGA I95 Interchange
c/o Solaris Management Service
1408 Hamlin Ave Unit E
St Cloud, FL 34771

RECEIVED
NOV 04 2019

BY: _____

QTY ORD	ITEM DESCRIPTION	U/M	UNIT PRICE	EXT PRICE
1	Monthly Lake and Wetland Services - November		385.00	385.00

#15
1-320-538-468
Lake/wetland Svcs Nov

SALES TAX: (0.0%) \$0.00
LESS PAYMENT: \$0.00
TOTAL DUE: \$385.00

A 1.5% FINANCE CHARGE IS ADDED TO BALANCES 31 OR MORE DAYS PAST DUE

PLEASE RETURN THIS PORTION WITH PAYMENT.
MAKE CHECKS PAYABLE TO: **Aquatic Systems, Inc.**

☐ Address Changes (Note on Back of this Slip)
Please include contact name and phone number

DATE: 11/1/2019
INVOICE NUMBER: 0000461738
CUSTOMER NUMBER: 0119440
TOTAL AMOUNT DUE: \$385.00

Aquatic Systems, Inc., a Solitude Lake
Management Company
2100 NW 33rd Street
Pompano Beach, FL 33069

AMOUNT PAID:

THANK YOU FOR YOUR BUSINESS!

C.L.O. Management LLC
1617 Ridgewood Ave, Suite D
Daytona Beach, FL 32117
386-944-9511
clomanagement.com

Invoice

Date	Invoice #
11/5/2019	1040

Bill To
Indigo Community Development District GMS, James Perry, District Mgr. 475 West Town Place Suite 114 St Augustine, FL 32092

RECEIVED
NOV 05 2019

BY: _____

Quantity	Description	Rate	Amount
1	Rent / Record Keeping December 2019 1617 Ridgewood Ave, Suite D Daytona Beach, FL 32117 #165.Hd 1-300-155-100 Office Lease Dec 19	500.00	500.00
Total			\$500.00

Governmental Management Services, LLC1001 Bradford Way
Kingston, TN 37763**Invoice****Bill To:**Indigo CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092RECEIVED
NOV 07 2019

BY: _____

Invoice #: 203

Invoice Date: 11/1/19

Due Date: 11/1/19

Case:

P.O. Number:

Description	Hours/Qty	Rate	Amount
Management Fees - November 2019 310-513-34		4,708.33	4,708.33
Information Technology - November 2019 310-513-351		233.33	233.33
Dissemination Agent Services - November 2019 310-513-313		250.00	250.00
Office Supplies 310-513-51		20.00	20.00
Postage 310-513-42		4.68	4.68
Copies 310-513-425		57.45	57.45
Holiday Inn <i>Holiday Inn - Mt. Pleasant Pkwy</i> 310-513-49		120.00	120.00
# 93			
Total			\$5,393.79
Payments/Credits			\$0.00
Balance Due			\$5,393.79



Holiday Inn LPGA
137 Automall Cir
Daytona Beach, FL 32124
Phone: 386-236-0200
Fax: 386-274-4560
Email: holidayinnlpgafrontdesk@gmail.com

CREDIT CARD AUTHORIZATION

Company (if applicable): Governmental Management Services, LLC

I, James Perry, hereby authorize the Holiday Inn LPGA to charge my credit card for (initial by each of the following that apply):

☐ All Charges
☐ Room & Tax
☐ Local Calls
☐ Restaurant Charges
☐ Beverage Charges
☐ Miscellaneous
☒ Meeting Room Charges

For the following meeting dates to be booked from
12:30 p.m. to 3:30 p.m. :
October 23, 2019, November 21, 2019, January 22,
2020, March 25, 2020, May 27, 2020, June 24, 2020,
August 26, 2020, September 23, 2020

I authorize the (hotel name) to charge my credit card for the following individuals:

Guest	Arrival	Departure
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please note: When in signing this form, you authorize payment for a guest room and if that guest does not show and does not cancel that reservation by 6pm, the credit card will be charged for one room night and tax.

Name of Cardholder: James Perry

Billing Address: 475 W. Town Place, Suite 114, St. Augustine, FL
32092

Phone Number:
(day) 904-990-5850 (evening) _____

Credit Card Number: _____
Exp Date and Security Code: _____

Signature of Cardholder: [Signature]
****Please include a legible copy of the front and back of above referenced credit card and ID for processing**



Business Green Rewards Card
GMS LLC
JAMES PERRY
Closing Date 09/20/19

p. 3/9

Account Ending 6-64002

Payments and Credits

Summary

	Pay In Full	Pay Over Time †	Total
Payments			
	-\$858.51	-\$5,530.83	-\$6,389.34
Credits			
JAMES PERRY 6-64002	\$0.00	-\$3,320.26	-\$3,320.26
JAY SORIANO 6-66056	-\$20.32	-\$468.00	-\$488.32
Total Payments and Credits	-\$878.83	-\$9,319.09	-\$10,197.92

Detail

*Indicates posting date

† - denotes Pay Over Time activity

For more information, visit
americanexpress.com/payovertimeinfo

Payments

	Amount
09/02/19* JAMES PERRY PAYMENT RECEIVED - THANK YOU	-\$6,389.34

Credits

	Amount
09/10/19 JAMES PERRY WALMART.COM 800-966-6546 AR RETAIL	-\$3,320.26 †
08/29/19 JAY SORIANO HAGAN ACE HDWE 0487 ORANGE PARK FL 904-272-1414	-\$20.32
09/07/19 JAY SORIANO SURVEILLANCE-VIDEO.COM NEW YORK NY 800-955-5201	-\$468.00 †

New Charges

Summary

	Pay In Full	Pay Over Time †	Total
JAMES PERRY 6-64002	\$197.02	\$4,109.81	\$4,306.83
JAY SORIANO 6-66056	\$602.30	\$2,326.21	\$2,928.51
Total New Charges	\$799.32	\$6,436.02	\$7,235.34

Detail

† - denotes Pay Over Time activity

For more information, visit
americanexpress.com/payovertimeinfo



JAMES PERRY
Card Ending 6-64002

	Amount
08/14/19 WALMART.COM RETAIL	\$3,320.26 †
08/27/19 ADOBE *ACROPRO SUBS Adobe Systems 8008336687	\$14.99
08/28/19 AT&T DATA CONNECT PASS W2GO2 800-331-0500	\$35.00
08/29/19 AMAZON.COM*MO4H08B31 MERCHANDISE	\$21.31
08/29/19 HOLIDAY INN DAYTONA BCH DABH Arrival Date 08/29/19 00000000 LODGING	\$120.00 †

misc. Mailbox Turnbull Creek - Refunded
OS phone Sarah computer
OS coffee
indigo cdd mtg. 500.147

Continued on reverse

Holiday Inn Daytona Beach LPGA

137 AutoMall Circle - Daytona Beach - FL - 32124 - 386-236-0200 - Fax 386-274-4560

Banquet Event Order

BEO #: 303029

Status: Definite

Printed on: 9/10/2019 2:02:46 PM

Account: Indigo Community Development Post As: Indigo Community Development Address: Deposit: Method of Payment:	Event Date: Wednesday, 10/23/2019 Contact: Courtney Hogge Phone: 904-940-5850 ext 402 Fax: 904-940-5899 Email: chogge@govmgtse.com <i>gmsnf.com</i> On-Site Sales Mgr: Renee Rishel Catering Mgr: Brittney Ball
---	--

Date	Time	Setup	Set	Gtd	Room
Wednesday, 10/23/2019	12:00 PM-05:00 PM	Conference	8		Boardroom

<p style="text-align: center;">FOOD</p> <p>No Food Requested</p> <p style="text-align: center;">BEVERAGE</p> <p>No Bar Requested</p>	<p style="text-align: center;">ROOM REQUIREMENTS</p> <p>Qty: 1 Price: \$100.00 Total: \$100.00 Room Rental</p> <p>Conference</p> <p style="text-align: center;">AUDIO VISUAL EQUIPMENT</p> <p>No A/V Requested</p> <p style="text-align: center;">MISCELLANEOUS</p>
--	--

Estimated Charges

Food	\$0.00	Room	\$100.00	Facility Fee	\$20.00	Tax 3	\$0.00
Beverage	\$0.00	Staff	\$0.00			Total	\$120.50
Audio/Visual	\$0.00	Miscellaneous	\$0.00				

Confirmation is required 5 business days in advance of event or the expected attendance (set) above will become the guarantee. Holiday Inn Daytona Beach LPGA requires this contract be signed by an authorized representative of your organization and returned by 4/17/2019. Should this not occur, the hotel reserves the right of cancelling the contract upon notice to the organization. The hotel reserves the right to reassign meeting rooms based upon final guaranteed numbers, to a room suitable of accommodating the group and requirements. Food, beverage, and all charges are subject to Service Charge and Sales Tax.

Folio #:

BEO #: 303029

Courtney Hogge 9/11/19
 Event Representative Authorized Signature Date

 Hotel Representative Signature Date

Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

October 31, 2019

Indigo Community Development District
c/o Governmental Management Services, LLC
Central Florida
1408 Hamlin Avenue, Unit E
St. Cloud, FL 34771

Bill Number 110951
Billed through 09/30/2019

#10 1-310-513-315

Amer. Corresp/Pers. Rec. Reg.



BY: _____

General Counsel

INDIGO 00001 KSB

FOR PROFESSIONAL SERVICES RENDERED

09/09/19	KSB	Review correspondence from American; confer with district manager.	0.30 hrs
09/13/19	KSB	Review public records request; forward to district manager.	0.20 hrs
09/16/19	KSB	Confer with district manager.	0.20 hrs
09/23/19	KSB	Confer with Artin regarding proposed bond issuance.	0.30 hrs
09/24/19	KSB	Confer with district manager.	0.30 hrs
09/25/19	KSB	Confer with Artin.	0.30 hrs
Total fees for this matter			\$392.00

MATTER SUMMARY

Buchanan, Katie S.	1.60 hrs	245 /hr	\$392.00
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TOTAL FEES	\$392.00
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TOTAL CHARGES FOR THIS MATTER	<u>\$392.00</u>
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BILLING SUMMARY

Buchanan, Katie S.	1.60 hrs	245 /hr	\$392.00
--------------------	----------	---------	----------

TOTAL FEES	\$392.00
------------	----------

TOTAL CHARGES FOR THIS BILL	<u>\$392.00</u>
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Please include the bill number on your check.

Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

October 31, 2019

Indigo Community Development District
c/o Governmental Management Services, LLC
Central Florida
1408 Hamlin Avenue, Unit E
St. Cloud, FL 34771

Bill Number 110969
Billed through 09/30/2019



2019 Foreclosure

INDIGO 00126 KSB

FOR PROFESSIONAL SERVICES RENDERED

09/13/19 DMS Call to Widener.

#10 1-310-513-493
Forecl - Call to Widener

Total fees for this matter

0.10 hrs

\$35.00

DISBURSEMENTS

Title Search

1,100.00

Total disbursements for this matter

\$1,100.00

MATTER SUMMARY

Smith, Douglas M.

0.10 hrs

350 /hr

\$35.00

TOTAL FEES

\$35.00

TOTAL DISBURSEMENTS

\$1,100.00

TOTAL CHARGES FOR THIS MATTER

\$1,135.00

BILLING SUMMARY

Smith, Douglas M.

0.10 hrs

350 /hr

\$35.00

TOTAL FEES

\$35.00

TOTAL DISBURSEMENTS

\$1,100.00

TOTAL CHARGES FOR THIS BILL

\$1,135.00

Please include the bill number on your check.

Sky's the Limit Handyman Service, Inc.

1507 S. Central Ave.
Flagler Beach, FL 32136
386-451-6294

Invoice

DATE	INVOICE #
10/31/2019	5850

BILL TO
Indigo C.D.D. 1408 Hamlin Avenue Unit E St. Cloud, FL 34771

RECEIVED
NOV 06 2019

BY: _____

P.O. NO.	TERMS	PROJECT

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Misc. October jobs in the Community of LPGA International and Grande Champion.		
	October / Monthly maintenance of all four fountains and it's surrounding areas in the LPGA International Community.	120.00	120.00
	Monthly maintenance of ground lighting and streetlights throughout the LPGA International Community.	245.00	245.00
	Replacing of bulbs to misc. large bullet, small spot, streetlights, monument floods, and fluorescent light fixtures at the following locations: 1. Bulb to flood up-light fixture in front of the exit side wall at the entrance to Grande Champion. (100wt Metal Halide bulb) 2. Bulb to flood up-light fixture next to the road on the exit side at the entrance to Grande Champion. (100wt Metal Halide bulb) 3. Bulb to flood up-light fixture in the median at the entrance to Grande Champion. (100wt Metal Halide bulb) # 31 (Hd) 1-330-538-46 \$ 1,023.47 LPGA Mthly Maint/Repairs 1-320-538-46 \$ 95.00 I-95 Tsting/Rplng Bulbs	0.00	0.00
Please make check payable to STLHS Inc.		Total	

Sky's the Limit Handyman Service, Inc.

1507 S. Central Ave.
Flagler Beach, FL 32136
386-451-6294

Invoice

DATE	INVOICE #
10/31/2019	5850

BILL TO
Indigo C.D.D. 1408 Hamlin Avenue Unit E St. Cloud, FL 34771

P.O. NO.	TERMS	PROJECT

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Misc. repairs of all large bullet, small spot, streetlights, monument floods, flood up-light, and fluorescent light fixtures in LPGA International.	90.00	90.00
	1. Replaced two ballasts to flood up-light fixtures in front of the entry side wall at the entrance to Grande Champion. (2 100wt Metal Halide ballasts)		
	2. Replaced ballast to flood up-light fixture in front of the exit side wall at the entrance to Grande Champion. (100wt Metal Halide ballast)		
	Misc. jobs in the Community of LPGA International.	50.00	50.00
	1. Securing of several letters to both of the Masters Glen entry signs.		
3	Metal Halide 100wt medium based bulb	31.88	95.64
3	100wt Metal Halide multi-tap ballast	102.21	306.63
18	Wire Nut	0.19	3.42
32	3" Chlorine tablet	2.39	76.48
7	Gallon Chlorine	3.98	27.86
1	Silicone caulk	8.44	8.44
	(LPGA Community total: \$1,023.47)		
Please make check payable to STLHS Inc.		Total	

Sky's the Limit Handyman Service, Inc.

1507 S. Central Ave.
Flagler Beach, FL 32136
386-451-6294

Invoice

DATE	INVOICE #
10/31/2019	5850

BILL TO
Indigo C.D.D. 1408 Hamlin Avenue Unit E St. Cloud, FL 34771

P.O. NO.	TERMS	PROJECT

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Misc. jobs at the I-95 overpass		
	Testing and replacing of bulbs to palm trees and LPGA lettering flood fixtures at the following locations: 1. All OK	45.00	45.00
	Misc. repairs to palm tree and LPGA lettering flood fixtures at the I-95 overpass. 1. All OK	0.00	0.00
	(I-95 Overpass Total \$45.00)		
	330-53800-46000 \$ 6,023.47		
	320-53800-46000 \$ 45.00		
Please make check payable to STLHS Inc.		Total	\$1,068.47

Team Rountree, Inc.
P.O. Box 730506
Ormond Beach, FL 32173

386-274-4050 FAX 386-236-1270

Invoice



www.teamrouttree.net

Bill To

Indigo Community Development District
c/o Government Management Services-CF, LLC
1408 Hamlin Ave., Unit E
St. Cloud, FL 34771

Service Address

Date	Invoice #
11/1/2019	24641

Need additional services? Please call our office, so your request can be recorded and scheduled in a timely manner!

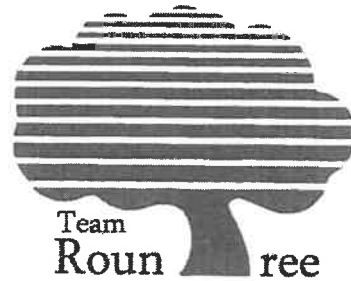
Description	Amount
Conservation easement maintenance underbrushing (Hd) #160 1-330-538-469 330-53800-46900 Consrv. Easement Maint. Underbrush	RECEIVED NOV 04 2019 BY: _____ 3,250.00
Thank you for choosing Team Rountree!	Total \$3,250.00

We accept Visa, MasterCard & Discover

Team Rountree, Inc.
P.O. Box 730506
Ormond Beach, FL 32173

386-274-4050 FAX 386-236-1270

Invoice



www.teamroutree.net

Bill To
Indigo Community Development District c/o Government Management Services-CF, LLC 1408 Hamlin Ave., Unit E St. Cloud, FL 34771

Service Address

Date	Invoice #
11/1/2019	24642

Need additional services? Please call our office, so your request can be recorded and scheduled in a timely manner!

Description	Amount
Monthly Contract Grounds Maintenance - Community	38,507.00
Monthly Contract Grounds Maintenance - I-95 Overpass	4,200.00
Monthly Charge for Pressure Washing of Four Monuments	525.00
<div>#166 (Hd) 1-330-538-462 \$34,907.00 Mthly Ground Mnt - Comm 1-320-538-462 \$4,200.00 Mthly Ground Mnt - I-95 1-330-538-466 \$525.00 Press Wash Monument Nov 19 1-330-538-467 \$3,600.00 Mthly Oak Trimming Nov 19</div> <div>RECEIVED NOV 01 2019 BY: _____</div>	
Thank you for choosing Team Rountree!	Total \$43,232.00

We accept Visa, MasterCard & Discover

INVOICE



Corporate Operations
901 S. Bond Street, Suite 600
Baltimore, MD 21231-3357

Invoice #	Amount Due	Due Date
7295842	\$262.48	Upon Receipt
PLEASE REMIT PAYMENT VIA ACH OR GO TO BILLTRUST: http://willscot.billtrust.com		Amount Enclosed

Do not include correspondence with your remittance. Correspondence should be directed to the Williams Scotsman Branch address indicated below.

Billed To:

319 1 SP 0.500 E0319X I0501 D5526749575 S2 P6911837 0001:0001



INDIGO COMMUNITY DEVELOPMENT DISTRICT
1408 HAMLIN AVE UNIT E
SAINT CLOUD FL 34771-8588

Go paperless by paying via ACH or remit payment to:
WILLIAMS SCOTSMAN, INC.
PO BOX 91975
CHICAGO, IL 60693-1975

INVOICE



www.willscot.com

Questions regarding your account should be directed to:

Williams Scotsman
801 Jetstream Drive
Orlando, FL 32824-7109
888-378-9084

Invoice Date:	11/17/2019	Unit Location
Invoice #:	7295842	Indigo Community Development District 105 Grande Champion Blvd. DAYTONA BEACH, FL 32124
Due Date:	Upon Receipt	
Customer #:	22299381	Purchasing Agent
		Curt von der Osten

Federal ID NO. 52-0665775 The buyer agrees to pay all applicable state and municipal taxes on this transaction

UNIT NO.	BILLING TERMS	DESCRIPTION	AMOUNT
<p>This invoice reflects the Rental Rate increase that was noted on your last invoice. Our records indicate your Property Damage Insurance and Liability Insurance have expired. Please email your updated Certificate of Insurance to insurance@willscot.com, or Expired Insurance Certificate Fees will be added to your next invoice.</p>			
OWL-31257	11/17/19 THRU 12/16/19	RENT STORAGE	\$254.84
		PROPERTY TAX RECOVERY	\$7.64
		CURRENT INVOICE AMOUNT DUE:	\$262.48
<p>RECEIVED NOV 17 2019</p> <p>BY: _____</p> <p>#130 1-320-538-49 \$131.24 Rent Storage 11/17-12/16 1-330-538-49 \$131.24</p>			
<p>WILLIAMS SCOTSMAN An ALGECO SCOTSMAN Company</p> <p>Easily view, search, and pay your bills anytime, anywhere. Sign up and activate your account today! http://willscot.billtrust.com</p> <p></p>			
TO VIEW AND PAY ONLINE GO TO:		http://willscot.billtrust.com	USE THIS ENROLLMENT TOKEN: QTG QTH KTK

0001:0001

Late fee of 1 1/2% per month on all past due accounts. A \$30.00 fee will be charged for any returned checks.

Governmental Management Services, LLC1001 Bradford Way
Kingston, TN 37763**Invoice****Bill To:**Indigo CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092**RECEIVED**
DEC 05 2019

BY:_____

Invoice #: 204

Invoice Date: 12/1/19

Due Date: 12/1/19

Case:

P.O. Number:

Description	Hours/Qty	Rate	Amount
Management Fees - December 2019		4,708.33	4,708.33
Information Technology - December 2019		233.33	233.33
Dissemination Agent Services - December 2019		250.00	250.00
Office Supplies		0.45	0.45
Postage		30.22	30.22
Copies		1.80	1.80
Holiday Inn 10/25/2019		120.00	120.00
 #93			
1-310-513-34			
Management Fees Dec19			
1-310-513-351			
Information Tech Dec19			
1-310-513-313			
Dissemination Fee Dec19			
1-310-513-51			
Office Supplies Dec19			
1-310-513-42			
Postage Dec19			
1-310-513-425			
Copies Dec19			
1-310-513-49			
Holiday Inn - Mtg Room Rm1			
Total			\$5,344.13
Payments/Credits			\$0.00
Balance Due			\$5,344.13



Holiday Inn LPGA
137 Automall Cir
Daytona Beach, FL 32124
Phone: 386-236-0200
Fax: 386-274-4560
Email: holidayinnlpgafrontdesk@gmail.com

CREDIT CARD AUTHORIZATION

Company (if applicable): Governmental Management Services, LLC

I, James Perry, hereby authorize the Holiday Inn LPGA to charge my credit card for (initial by each of the following that apply):

☐ All Charges
☐ Room & Tax
☐ Local Calls
☐ Restaurant Charges
☐ Beverage Charges
☐ Miscellaneous
☒ Meeting Room Charges

For the following meeting dates to be booked from
12:30 p.m. to 3:30 p.m. :
October 23, 2019, November 21, 2019, January 22,
2020, March 25, 2020, May 27, 2020, June 24, 2020,
August 26, 2020, September 23, 2020

I authorize the (hotel name) to charge my credit card for the following individuals:

Guest	Arrival	Departure
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please note: When in signing this form, you authorize payment for a guest room and if that guest does not show and does not cancel that reservation by 6pm, the credit card will be charged for one room night and tax.

Name of Cardholder: James Perry

Billing Address: 475 W. Town Place, Suite 114, St. Augustine, FL
32092

Phone Number:
(day) 904-990-5850 (evening) _____

Credit Card Number: _____
Exp Date and Security Code: _____

Signature of Cardholder: [Signature]
****Please include a legible copy of the front and back of above referenced credit card and ID for processing**

Holiday Inn Daytona Beach LPGA

137 AutoMall Circle - Daytona Beach - FL - 32124 - 386-236-0200 - Fax 386-274-4560
Banquet Event Order

BEO #: 303030

Status: Definite

Printed on: 9/10/2019 2:04:03 PM

Account: Indigo Community Development Post As: Indigo Community Development Address: Deposit: Method of Payment:	Event Date: Thursday, 11/21/2019 Contact: Courtney Hogge Phone: 904-940-5850 ext 402 Fax: 904-940-5899 Email: chogge@govmgt.com gmanf.com On-Site Sales Mgr: Renee Rishel Catering Mgr: Brittney Ball
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Date	Time	Setup	Set	Gtd	Room
Thursday, 11/21/2019	12:00 PM-05:00 PM	Conference	8		Boardroom

<p style="text-align: center;">FOOD</p> <p>No Food Requested</p> <p style="text-align: center;">BEVERAGE</p> <p>No Bar Requested</p>	<p style="text-align: center;">ROOM REQUIREMENTS</p> <p>Qty: 1 Price: \$100.00 Total: \$100.00 Room Rental</p> <p>Conference</p> <p style="text-align: center;">AUDIO VISUAL EQUIPMENT</p> <p>No A/V Requested</p> <p style="text-align: center;">MISCELLANEOUS</p>
---	---

Estimated Charges					
Food	\$0.00	Room	\$100.00	Facility Fee	\$20.00
Beverage	\$0.00	Staff	\$0.00		
Audio/Visual	\$0.00	Miscellaneous	\$0.00		
				Tax 3	\$6.50
				Total	\$126.50

\$0 CH
120.50

Confirmation is required 5 business days in advance of event or the expected attendance (set) above will become the guarantee. Holiday Inn Daytona Beach LPGA requires this contract be signed by an authorized representative of your organization and returned by 4/17/2019. Should this not occur, the hotel reserves the right of cancelling the contract upon notice to the organization. The hotel reserves the right to reassign meeting rooms based upon final guaranteed numbers, to a room suitable of accommodating the group and requirements. Food, beverage, and all charges are subject to Service Charge and Sales Tax.

Folio #:

BEO #: 303030

Courtney Hogge 9/11/19
 Event Representative Authorized Signature Date

 Hotel Representative Signature Date

Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

November 27, 2019

Indigo Community Development District
c/o Governmental Management Services, LLC
Central Florida
1408 Hamlin Avenue, Unit E
St. Cloud, FL 34771

Bill Number 111438
Billed through 10/31/2019

RECEIVED
DEC 03 2019

BY: _____

2019 Foreclosure

INDIGO 00126 KSB

FOR PROFESSIONAL SERVICES RENDERED

10/08/19 DMS Teleconference with Weidner.

10

1-310-513-493

0.20 hrs

Total fees for this matter

Foreclosr - Teleconference

\$70.00

MATTER SUMMARY

Smith, Douglas M.

0.20 hrs

350 /hr

\$70.00

TOTAL FEES

\$70.00

TOTAL CHARGES FOR THIS MATTER

\$70.00

BILLING SUMMARY

Smith, Douglas M.

0.20 hrs

350 /hr

\$70.00

TOTAL FEES

\$70.00

TOTAL CHARGES FOR THIS BILL

\$70.00

Please include the bill number on your check.

Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

November 27, 2019

Indigo Community Development District
c/o Governmental Management Services, LLC
Central Florida
1408 Hamlin Avenue, Unit E
St. Cloud, FL 34771

Bill Number 111439
Billed through 10/31/2019

RECEIVED
DEC 03 2019

#10

1-310-513-315

Landscape/Maint Agree.

General Counsel

INDIGO 00001 KSB

BY:-----

FOR PROFESSIONAL SERVICES RENDERED

10/02/19	KSB	Confer with Artin.	0.30 hrs
10/04/19	KSB	Confer with Sealy.	0.30 hrs
10/18/19	KSB	Review correspondence from Leone.	0.30 hrs
10/26/19	KSB	Prepare correspondence to Watts.	0.40 hrs
10/29/19	KSB	Confer with Perry.	0.20 hrs
10/31/19	KSB	Prepare update to landscape maintenance agreement.	0.40 hrs
10/31/19	KEM	Prepare landscape and irrigation maintenance services agreement.	0.80 hrs
Total fees for this matter			\$565.50

DISBURSEMENTS

United Parcel Service	11.42
Total disbursements for this matter	\$11.42

MATTER SUMMARY

Ibarra, Katherine E. - Paralegal	0.80 hrs	125 /hr	\$100.00
Buchanan, Katie S.	1.90 hrs	245 /hr	\$465.50
TOTAL FEES			\$565.50
TOTAL DISBURSEMENTS			\$11.42
TOTAL CHARGES FOR THIS MATTER			<u>\$576.92</u>

BILLING SUMMARY

Ibarra, Katherine E. - Paralegal	0.80 hrs	125 /hr	\$100.00
----------------------------------	----------	---------	----------

=====

1.90 hrs

245 /hr

\$465.50

TOTAL FEES

\$565.50

TOTAL DISBURSEMENTS

\$11.42

TOTAL CHARGES FOR THIS BILL**\$576.92****Please include the bill number on your check.**

Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

November 27, 2019

Indigo Community Development District
c/o Governmental Management Services, LLC
Central Florida
1408 Hamlin Avenue, Unit E
St. Cloud, FL 34771

Bill Number 111440
Billed through 10/31/2019

RECEIVED
DEC 03 2019

#10

1-310-513-315

Rev. Agenda/Attend Meeting

Monthly Meeting

INDIGO 00101 KSB

BY:_____

FOR PROFESSIONAL SERVICES RENDERED

09/19/19 KSB Review meeting minutes.

10/21/19 KSB Review agenda package and prepare for board meeting.

10/23/19 KSB Prepare for and attend board meeting.

Total fees for this matter

\$1,200.00

DISBURSEMENTS

AVIS Rent a Car System; Invoice # AVIS393208454; Travel - KSB, To Daytona Beach, Jacksonville, Ponte Vedra, Gainesville FL, 10/22-24/19 49.82

Katie S. Buchanan; Invoice # 102419; Travel - KSB, To Daytona Beach, Jacksonville, Ponte Vedra, Gainesville FL, 10/22-24/19 53.51

Partnership Card Services; Invoice # SUNOCO102419; Travel - KSB, To Daytona Beach, Jacksonville, Ponte Vedra, Gainesville FL, 10/22-24/19 2.22

Katie S. Buchanan; Invoice # 102419; Travel - Meals - KSB, To Daytona Beach, Jacksonville, Ponte Vedra, Gainesville FL, 10/22-24/19 5.57

Total disbursements for this matter

\$111.12

MATTER SUMMARY

TOTAL FEES

\$1,200.00

TOTAL DISBURSEMENTS

\$111.12

TOTAL CHARGES FOR THIS MATTER

\$1,311.12

BILLING SUMMARY

TOTAL FEES

\$1,200.00

TOTAL DISBURSEMENTS

\$111.12

TOTAL CHARGES FOR THIS BILL

\$1,311.12

=====

Please include the bill number on your check.

The Daytona Beach News-Journal

Daytona Beach News-Journal
The Sunday News-Journal
Southeast Volusia Edition
West Volusia Edition
News-Journal Focus
Flagler/Palm Coast News-Tribune
Volusia Review

Advertiser / Client Name		Billing Date	
INDIGO COMM DEV DIST		11/28/2019	
Customer Account #		Total Amount Due	
1007178		\$233.18	
Customer Type		Terms of Payment	Page
Legal		Upon Receipt	1
Invoice Number : I02346661-11272019			

Advertising Invoice

INDIGO COMM DEV DIST
DEV. DISTRICT
475 W TOWN PLACE STE 114
SAINT AUGUSTINE, FL 32092

Daytona News-Journal
P O Box 919423
Orlando, FL 32891-9423
Phone (866)470-7133

Amount Paid : \$ _____

Check # : _____

Amount to Pay : **\$233.18**

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

Start Date	Ad# - Trans#	Pub	Description	P. O. Number	Times	Size/Charge	Amount
11/27/2019	0002346661	NJ	BOS MEETING - 12/11/2019	COURTNEY HOGGE	1	1.00 x 51Lines	\$233.18
Amount to Pay :							\$233.18

RECEIVED
DEC 03 2019

BY: _____

#17
1-310-513-48
Not. of Meeting 12/11/19

RECEIVED
DEC 02 2019
BY: _____

The Daytona Beach News-Journal

Daytona News-Journal
P O Box 919423
Orlando, FL 32891-9423
Phone (866)470-7133

Advertiser / Client Name		Billing Date	
INDIGO COMM DEV DIST		11/28/2019	
Customer Account #		Total Amount Due	
1007178		\$233.18	
Customer Type		Terms of Payment	Page
Legal		Upon Receipt	1
Invoice Number : I02346661-11272019			

THANK YOU FOR YOUR BUSINESS
TERMS: NET DUE UPON RECEIPT

THIS IS A COURTESY CHARGE - DOES NOT ESTABLISH CREDIT -- LATE PAYMENT MAY PREVENT ACCEPTANCE OF FUTURE ADVERTISING

THE NEWS-JOURNAL

Published Daily and Sunday
Daytona Beach, Volusia County, Florida

State of Florida,
County of Volusia

Before the undersigned authority personally appeared

Cynthia Anderson

who, on oath says that she is

LEGAL COORDINATOR

of The News-Journal, a daily and Sunday newspaper,
published at Daytona Beach in Volusia County, Florida; the
attached copy of advertisement, being a
.....

NOTICE OF MEETING

L 2346661

in the Court,
was published in said newspaper in the issues.....

NOVEMBER 27, 2019

Affiant further says that The News-Journal is a newspaper published at Daytona Beach, in said Volusia County, Florida, and that the said newspaper has heretofore been continuously published in said Volusia County, Florida, each day and Sunday and has been entered as second-class mail matter at the post office in Daytona Beach, in said Volusia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper

Cynthia Anderson

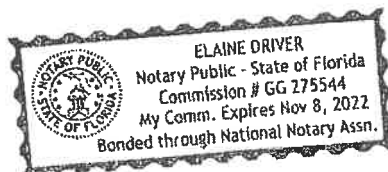
Sworn to and subscribed before me

This 27TH of NOVEMBER

A.D. 2019

[Signature]

49D



**NOTICE OF SPECIAL MEETING
INDIGO
COMMUNITY DEVELOPMENT DISTRICT**

A special meeting of the Board of Supervisors (the "Board") of the Indigo Community Development District is scheduled to be held on Wednesday, December 11, 2019 at 1:00 p.m. at the Holiday Inn Daytona Beach, 196A Boulevard, 137 Autumall Circle, Daytona Beach, FL 32124. The meeting is open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meeting may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for this meeting may be obtained from Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 or by calling (904) 940-5850.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

James Perry
District Manager
L2346661 Nov. 27, 2019 JJ

Sky's the Limit Handyman Service, Inc.

1507 S. Central Ave.
Flagler Beach, FL 32136
386-451-6294

Invoice

DATE	INVOICE #
11/30/2019	5878

BILL TO

Indigo C.D.D.
1408 Hamlin Avenue
Unit E
St. Cloud, FL 34771

RECEIVED
DEC 04 2019

BY:_____

P.O. NO.	TERMS	PROJECT

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Misc. November jobs in the Community of LPGA International and Grande Champion.		
	November / Monthly maintenance of all four fountains and it's surrounding areas in the LPGA International Community.	120.00	120.00
	Monthly maintenance of ground lighting and streetlights throughout the LPGA International Community.	230.00	230.00
	Replacing of bulbs to misc. large bullet, small spot, streetlights, monument floods, and fluorescent light fixtures at the following locations: 1. Bulb to wall sconce next to the sidewalk in front of the wall on the exit side at the entrance of Grande Champions. (100wt Metal Halide G12 base bulb) 2. Bulb to wall sconce next to the sidewalk behind the wall on the exit side at the entrance of Grande Champions. (100wt Metal Halide G12 base bulb) 2. Bulb to flood up-light fixture in front of the wall on the exit side at the entrance to Grande Champion. (100wt Metal Halide bulb) #31. 1-330-538-46 \$945.82 LPGA Mtly Maint/Repairs 1-320-538-46 \$185.00 I-95 Testing/ Replacing Bulbs	0.00	0.00
Please make check payable to STLHS Inc.		Total	

Sky's the Limit Handyman Service, Inc.

1507 S. Central Ave.
Flagler Beach, FL 32136
386-451-6294

Invoice

DATE	INVOICE #
11/30/2019	5878

BILL TO

Indigo C.D.D.
1408 Hamlin Avenue
Unit E
St. Cloud, FL 34771

P.O. NO.**TERMS****PROJECT**

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Misc. repairs of all large bullet, small spot, streetlights, monument floods, flood up-light, and fluorescent light fixtures in LPGA International. 1. Replaced ballast to flood up-light fixture in front of the exit side wall at the entrance to Grande Champion. (100wt Metal Halide ballast) 2. Replaced ballast to the streetlight on Champions Drive across from Tournament Drive. (250wt Metal Halide ballast)	90.00	90.00
	Misc. jobs in the Community of LPGA International. 1. Resetting of 23 lighting and fountain timers throughout LPGA International and Grande Champion due to daylight savings time. (5:30pm - 6:30am)	70.00	70.00
2	100wt Metal Halide G12 base bulb	33.16	66.32
1	Metal Halide 100wt medium based bulb	31.88	31.88
1	100wt Metal Halide multi-tap ballast	102.21	102.21
12	Wire Nut	0.19	2.28
32	3" Chlorine tablet	2.39	76.48
6	Gallon Chlorine	3.98	23.88
1	Metal Halide 250wt multi-tap ballast	132.77	132.77
330 - 53800 - 46000 # 945.82 (LPGA Community total: \$945.82)			
Please make check payable to STLHS Inc.		Total	

Sky's the Limit Handyman Service, Inc.

1507 S. Central Ave.
Flagler Beach, FL 32136
386-451-6294

Invoice

DATE	INVOICE #
11/30/2019	5878

BILL TO

Indigo C.D.D.
1408 Hamlin Avenue
Unit E
St. Cloud, FL 34771

P.O. NO.**TERMS****PROJECT**

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Misc. jobs at the I-95 overpass		
	Testing and replacing of bulbs to palm trees and LPGA lettering flood fixtures at the following locations: 1. All OK	45.00	45.00
	Misc. repairs to palm tree and LPGA lettering flood fixtures at the I-95 overpass. 1. All OK	0.00	0.00
	Reset 8 lighting and fountain timers at the I-95 overpass due to daylight savings time.	40.00	40.00
	(I-95 Overpass Total \$85.00)		
	320-53800 - 46000		
Please make check payable to STLHS Inc.		Total	\$1,030.82

From:

Solaris Management Inc.
309 Kingsley Lake Dr., Ste 904
St Augustine FL 32092
(904) 687-1255

Bill to:

Indigo Community Development District
Governmental Management Services
1408 Hamlin Avenue, Unit E
St Cloud, FL 34771

INVOICE

Date	Invoice #
11/30/2019	113019

RECEIVED
DEC 04 2019

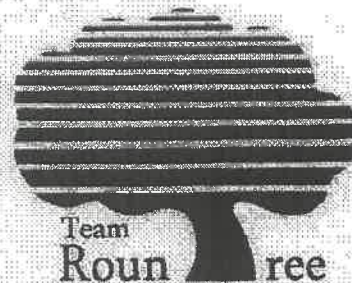
BY:_____

Description	Amount
Site Management Services - November 2019	\$2,650.00
#159	
1-330-538-12	
Site Mgmt Services - Nov19	
TOTAL DUE	\$2,650.00

Team Rountree, Inc.
P.O. Box 730506
Ormond Beach, FL 32173

386-274-4050 FAX 386-236-1270

Invoice



www.teamroutree.net

Bill To
Indigo Community Development District c/o Government Management Services-CF, LLC 1408 Hamlin Ave., Unit E St. Cloud, FL 34771

Service Address

Date	Invoice #
10/31/2019	24603

Need additional services? Please call our office, so your request can be recorded and scheduled in a timely manner!

Description	Amount
10/22/19 - Champions Front Entrance Monuments	
Replaced (2) 2" Scrubber valves	530.00
Installed (8) 2" Fittings	40.00
Replaced (2) ICD 100 decoders	404.00
Installed (20) ft PVC	40.00
Installed (6) Grease connectors	24.00
Replaced (9) 12" Pop-ups	164.25
Replaced (8) 4" Rotors	160.00
Installed (25) 1/2" Fittings	31.25
Installed (25) ft 1/2" K-flex	25.00
Installed (160) ft 1/2" PVC	160.00
Replaced (4) 6" Pop-ups	61.00
Replaced (20) Nozzles	40.00
Labor	2,430.00
Total \$4,109.50	

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DEC 4 2019

BY: _____

#163

1-330-538-461

Rptc valves/decoder/pop up

330-53800-46100

Thank you for choosing Team Rountree!

We accept Visa, MasterCard & Discover

Team Rountree, Inc.
P.O. Box 730506
Ormond Beach, FL 32173

386-274-4050 FAX 386-236-1270

Invoice



www.teamroutree.net

Bill To
Indigo Community Development District c/o Government Management Services CF LLC 1406 Hamlin Ave., Unit F St. Cloud, FL 34771

Service Address
I-95 Overpass

Date	Invoice #
11/14/2019	24665

Need additional services? Please call our office, so your request can be recorded and scheduled in a timely manner!

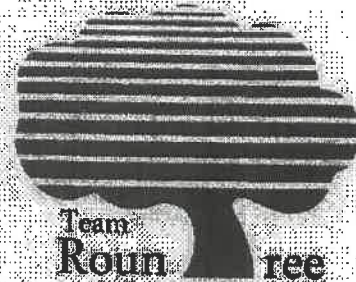
Description	Amount
Replenished Jasmine and Sprayed rocks with algae cleaner #160 320-538-49 Replenish Jasmine/Algae 320-53800-49000 <div>RECEIVED DEC 04 2019 BY: _____</div>	2,750.00
Thank you for choosing Team Rountree!	Total \$2,750.00

We accept Visa, MasterCard & Discover

Team Rountree, Inc.
P.O. Box 730506
Ormond Beach, FL 32173

386-274-4050 FAX 386-236-1270

Invoice



www.teamroundtree.net

Bill To
Indigo Community Development District c/o Government Management Services CF LLC 1408 Hamlin Ave. Unit E St. Cloud, FL 34771

Service Address

Date	Invoice #
11/25/2019	24691

Need additional services? Please call our office, so your request can be recorded and scheduled in a timely manner!

Description	Amount
Performed complete system check. Replaced timer #2 with ICD 99 D two wire timer.	
Replaced ADM module at timer #1.	
Timer #1 Replaced valves at 21, 22, and 23. Replaced decoder at 10, 17, 21, and 26.	
Timer #3 Replaced decoder at 18 and 24.	
Replaced (40) PGP rotors, (18) 6" Pop-ups and (1) 12" pop-up	
Replaced (40) Pop-rotors	998.00
Replaced (18) 6" Pop-ups	287.10
Replaced (32) Nozzles	64.00
Replaced (1) 12" Pop-up	18.95
Replaced (6) Single station decoders	1,212.00
Replaced (3) 1.5" Valves	525.00
Replaced (1) ADM module	825.00
Replaced (1) ICD 99 D 2-wire timer	2,582.00
Installed (6) 1.5" Fittings	22.50
Installed (16) Grease connectors	64.00
Installed (12) 1/2" Fittings	15.00
Installed (15) ft. 1/2" K-flex	15.00
Labor	972.00
Total	\$7,600.55

RECEIVED
DEC 04 2019
BY: _____

330-53800-46100

#160

1-330-538-461

Replc timer/Decoder/Rotors

Thank you for choosing Team Rountree!

We accept Visa, MasterCard & Discover

Team Rountree, Inc.
P.O. Box 730506
Ormond Beach, FL 32173

386-274-4050 FAX 386-236-1270

Bill To

Indigo Community Development District
c/o Government Management Services-CF, LLC
1408 Hamlin Ave., Unit E
St. Cloud, FL 34771

Service Address

Invoice



www.teamroundtree.net

Date

12/1/2019

Invoice #

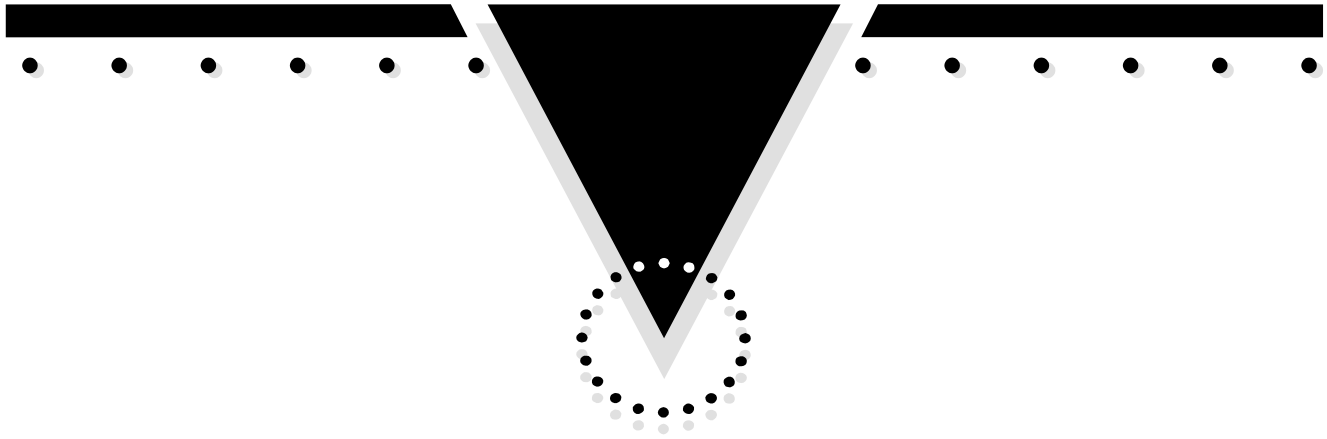
24730

Need additional services? Please call our office, so your request can be recorded and scheduled in a timely manner!

Description	Amount
Conservation easement maintenance underbrushing	3,250.00
<div>RECEIVED DEC 14 2019 BY: _____ #160 1-330-538-469 Consrv. Eas. Maint. Underbrsh 330-53800-46900</div>	
Thank you for choosing Team Rountree!	Total \$3,250.00

We accept Visa, MasterCard & Discover

TWELFTH ORDER OF BUSINESS



Indigo

Community Development District

Unaudited Financial Reporting
November 30, 2019



Table of Contents

1	<u>Balance Sheet</u>
2-3	<u>General Fund Income Statement</u>
4	<u>Debt Service Fund Series 1999A Income Statement</u>
5	<u>Debt Service Fund Series 1999C Income Statement</u>
6	<u>Debt Service Fund Series 2005 Income Statement</u>
7	<u>Capital Projects Fund Series 1999A Income Statement</u>
8-9	<u>Month to Month</u>
10	<u>Assessment Receipt Schedule</u>

Indigo
Community Development District
 Combined Balance Sheet
 As of November 30, 2019

	<u>Governmental Funds</u>			<u>Account Groups</u>		<u>Totals</u>
	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>General</u>	<u>General Long-Term Debt</u>	(memorandum only) <u>2020</u>
Assets				Fixed Assets		
Cash	\$32,040	---	---	---	---	\$32,040
Due from Trustee/Bondholders	\$48,134	---	---	---	---	\$48,134
Assessment Receivable	\$3,000	---	---	---	---	\$3,000
Prepaid Expense	\$500	---	---	---	---	\$500
Investments						
Operating Account	\$32,322	---	---	---	---	\$32,322
State Board of Administration - Operating	\$426,745	---	---	---	---	\$426,745
State Board of Administration - Reserve	\$2,129,504	---	---	---	---	\$2,129,504
Series 1999A						
Reserve Account	---	\$80,675	---	---	---	\$80,675
Revenue Account	---	\$28,793	---	---	---	\$28,793
Construction	---	---	\$148,143	---	---	\$148,143
Series 1999C						
Reserve Account	---	\$59,586	---	---	---	\$59,586
Revenue Account	---	\$179,832	---	---	---	\$179,832
Redemption Account	---	\$339	---	---	---	\$339
Remedial Expenditure	---	\$0	---	---	---	\$0
Series 2005						
Reserve Account	---	\$59,838	---	---	---	\$59,838
Escrow Deposit Fund	---	\$9,788	---	---	---	\$9,788
Prepayment Account	---	\$1,978	---	---	---	\$1,978
Revenue Account	---	\$524,936	---	---	---	\$524,936
Remedial Expenditure	---	\$0	---	---	---	\$0
Fixed Assets	---	---	---	\$8,305,270	---	\$8,305,270
Amount Available/Long-Term Debt	---	---	---	---	\$945,764	\$945,764
Amount to be Provided/Long Term Debt 1999A	---	---	---	---	\$610,532	\$610,532
Amount to be Provided/Long Term Debt 1999C	---	---	---	---	\$6,420,243	\$6,420,243
Amount to be Provided/Long Term Debt 2005	---	---	---	---	\$5,373,460	\$5,373,460
Total Assets	\$2,672,245	\$945,764	\$148,143	\$8,305,270	\$13,350,000	\$25,421,422
Liabilities						
Accounts Payable	\$20,332	---	---	---	---	\$20,332
Accrued Principal Payment 1999C	---	\$655,000	---	---	---	\$655,000
Accrued Principal Payment 2005	---	\$270,000	---	---	---	\$270,000
Accrued Interest Payment 2005	---	\$1,456,469	---	---	---	\$1,456,469
Bonds Payable 1999A	---	---	---	---	\$720,000	\$720,000
Bonds Payable 1999C	---	---	---	---	\$6,660,000	\$6,660,000
Bonds Payable 2005	---	---	---	---	\$5,970,000	\$5,970,000
Fund Equity, Other Credits						
Investments in General Fixed Assets	---	---	---	\$8,305,270	---	\$8,305,270
Fund Balances						
Restricted for Debt Service 1999A/B	---	\$109,468	---	---	---	\$109,468
Restricted for Debt Service 1999C	---	(\$415,243)	---	---	---	(\$415,243)
Restricted for Debt Service 2005	---	(\$1,129,929)	---	---	---	(\$1,129,929)
Restricted for Capital Projects 1999A/B	---	---	\$148,143	---	---	\$148,143
Assigned for General Fund	\$300,000	---	---	---	---	\$300,000
Unassigned General Fund	\$2,351,913	---	---	---	---	\$2,351,913
Total Liabilities, Fund Equity	\$2,672,245	\$945,764	\$148,143	\$8,305,270	\$13,350,000	\$25,421,422

INDIGO COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

As of November 30, 2019

	General Fund Budget	Prorated Budget 11/30/19	Actual 11/30/19	Variance
<u>REVENUES:</u>				
Maintenance Assessments	\$713,368	\$29,942	\$29,942	\$0
City of Daytona Funding	\$8,100	\$0	\$0	\$0
Interest Income	\$50,000	\$8,333	\$8,697	\$363
TOTAL REVENUES	\$771,468	\$38,275	\$38,639	\$363

EXPENDITURES:

ADMINISTRATIVE:

Supervisor Fees	\$12,000	\$2,000	\$800	\$1,200
FICA Expense	\$918	\$153	\$61	\$92
Engineering	\$5,000	\$833	\$0	\$833
Attorney	\$32,000	\$5,333	\$1,888	\$3,445
Annual Audit	\$6,500	\$500	\$500	\$0
Arbitrage	\$1,350	\$0	\$0	\$0
Trustee	\$4,089	\$4,089	\$0	\$4,089
Dissemination Agent	\$3,100	\$517	\$500	\$17
Special Assessment Roll Preparation	\$20,000	\$20,000	\$20,000	\$0
Management Fees	\$56,500	\$9,417	\$9,417	\$0
Information Technology	\$4,000	\$667	\$467	\$200
Telephone	\$300	\$50	\$15	\$35
Postage	\$1,500	\$250	\$32	\$218
Insurance	\$20,300	\$20,300	\$19,378	\$922
Printing & Binding	\$1,750	\$292	\$91	\$200
Legal Advertising	\$2,500	\$417	\$466	(\$49)
Other Current Charges	\$1,000	\$167	\$223	(\$56)
Office Supplies	\$350	\$58	\$20	\$38
Foreclosure Costs	\$0	\$0	\$70	(\$70)
Dues, Licenses, Subscriptions	\$175	\$175	\$175	\$0
Office Expense	\$6,000	\$1,000	\$1,000	\$0
TOTAL ADMINISTRATIVE	\$179,332	\$66,217	\$55,103	\$11,114

FIELD:

Operating Expenses I-95

Landscape Maintenance	\$50,400	\$8,400	\$8,400	(\$0)
Landscape Contingency	\$2,000	\$333	\$0	\$333
Irrigation Repairs & Maintenance	\$10,000	\$1,667	\$0	\$1,667
Mowing	\$8,100	\$1,350	\$0	\$1,350
Lakes	\$5,156	\$859	\$770	\$89
Plant Replacement & Annuals	\$8,000	\$1,333	\$0	\$1,333
Utilities	\$18,000	\$3,000	\$890	\$2,110
Repairs	\$10,000	\$1,667	\$130	\$1,537
Miscellaneous	\$2,000	\$333	\$2,991	(\$2,657)
Operating Expenses I-95	\$113,656	\$18,943	\$13,180	\$5,762

INDIGO COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

	General Fund Budget	Prorated Budget 11/30/19	Actual 11/30/19	Variance
<i>Operating Expenses Community Wide</i>				
Site Manager	\$31,800	\$5,300	\$5,300	\$0
Landscape Maintenance	\$462,084	\$77,014	\$69,814	\$7,200
Landscape Contingency	\$26,912	\$4,485	\$2,590	\$1,895
Irrigation Repairs & Maintenance	\$30,000	\$5,000	\$12,770	(\$7,770)
Lakes	\$37,212	\$6,202	\$6,264	(\$62)
Plant Replacement & Annuals	\$35,000	\$5,833	\$0	\$5,833
Utilities	\$45,000	\$7,500	\$5,224	\$2,276
Repairs	\$65,972	\$10,995	\$1,969	\$9,026
Stormwater System	\$3,750	\$625	\$0	\$625
Sidewalks	\$3,000	\$500	\$0	\$500
Miscellaneous	\$15,000	\$2,500	\$241	\$2,259
Conservation Easement Maintenance	\$28,000	\$4,667	\$6,500	(\$1,833)
Tree Trimming	\$43,200	\$7,200	\$7,200	\$0
Pressure Washing	\$17,000	\$2,833	\$0	\$2,833
Operating Expenses Community Wide	\$843,930	\$140,655	\$117,872	\$22,783
TOTAL FIELD	\$957,586	\$159,598	\$131,052	\$28,546
TOTAL EXPENDITURES	\$1,136,918	\$225,815	\$186,155	\$39,660
EXCESS REVENUES/ (EXPENDITURES) AND OTHER SOURCES	(\$365,450)	----	(\$147,516)	----
FUND BALANCE - BEGINNING	\$365,450	----	\$2,799,429	----
FUND BALANCE - ENDING	\$0	----	\$2,651,913	----

INDIGO COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND

Series 1999A

Statement of Revenues & Expenditures

As of November 30, 2019

REVENUES:

	Debt Service Budget	Prorated Budget 11/30/19	Actual 11/30/19	Variance
Special Assessments	\$80,675	\$5,522	\$5,522	\$0
Interest Income	\$0	\$0	\$35	\$35
TOTAL REVENUES	\$80,675	\$5,522	\$5,557	\$35

EXPENDITURES:

Interest Expense - 11/01	\$22,050	\$22,050	\$22,050	\$0
Principal Expense - 5/01	\$35,000	\$0	\$0	\$0
Interest Expense - 5/01	\$22,050	\$0	\$0	\$0
TOTAL EXPENDITURES	\$79,100	\$22,050	\$22,050	\$0

OTHER SOURCES/(USES)

Other Debt Service Costs	\$0	\$0	\$0	\$0
TOTAL OTHER	\$0	\$0	\$0	\$0

EXCESS REVENUES/ (EXPENDITURES) AND OTHER SOURCES

	\$1,575	----	(\$16,493)	----
--	---------	------	------------	------

FUND BALANCE - BEGINNING

	\$42,614	----	\$125,961	----
--	----------	------	-----------	------

FUND BALANCE - ENDING

	\$44,189	----	\$109,468	----
--	----------	------	-----------	------

Fund Balance Calculation

Reserve Account	\$80,675
Revenue Account	\$28,793
Total Series 1999A Funds Available	<u>\$109,468</u>

INDIGO COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND

Series 1999C

Statement of Revenues & Expenditures

As of November 30, 2019

REVENUES:

	Debt Service Budget	Prorated Budget 11/30/19	Actual 11/30/19	Variance
Special Assessments - Tax Collector	\$541,407	\$25,400	\$25,400	\$0
Interest Income	\$0	\$0	\$1,451	\$1,451
TOTAL REVENUES	\$541,407	\$25,400	\$26,852	\$1,451

EXPENDITURES:

Interest - 11/1	\$233,100	\$233,100	\$233,100	\$0
Debt Service Obligation	\$308,307	\$0	\$0	\$0
TOTAL EXPENDITURES	\$541,407	\$233,100	\$233,100	\$0

OTHER SOURCES/(USES)

Other Debt Service Costs	\$0	\$0	(\$37,322)	(\$37,322)
TOTAL OTHER	\$0	\$0	(\$37,322)	(\$37,322)
EXCESS REVENUES (EXPENDITURES) AND OTHER SOURCES	\$0	----	(\$243,570)	----
FUND BALANCE - BEGINNING	\$0	----	(\$171,673)	----
FUND BALANCE - ENDING	\$0	----	(\$415,243)	----

Fund Balance Calculation

Reserve Account	\$59,586
Revenue Account	\$179,832
Redemption Account	\$339
Remedial Expenditure	\$0
Accrued Principal Payable	(\$655,000)
Total Series 1999C Funds Available	<u>(\$415,243)</u>

INDIGO COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND

Series 2005

Statement of Revenues & Expenditures

As of November 30, 2019

REVENUES:

	Debt Service Budget	Prorated Budget 11/30/19	Actual 11/30/19	Variance
Special Assessments - Tax Collector	\$213,014	\$1,974	\$1,974	\$0
Interest Income	\$0	\$0	\$1,875	\$1,875
TOTAL REVENUES	\$213,014	\$1,974	\$3,849	\$1,875

EXPENDITURES:

Debt Service Obligation	\$213,014	\$0	\$0	\$0
TOTAL EXPENDITURES	\$213,014	\$0	\$0	\$0

OTHER SOURCES/(USES)

Other Debt Service Costs	\$0	\$0	(\$31,624)	(\$31,624)
TOTAL OTHER	\$0	\$0	(\$31,624)	(\$31,624)

EXCESS REVENUES (EXPENDITURES) AND OTHER SOURCES

	\$0	----	(\$27,775)	----
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FUND BALANCE - BEGINNING

	\$0	----	(\$1,102,154)	----
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FUND BALANCE - ENDING

	\$0	----	(\$1,129,929)	----
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Fund Balance Calculation

Reserve Account	\$59,838
Escrow Deposit Fund	\$9,788
Prepayment Account	\$1,978
Revenue Account	\$524,936
Remedial Expenditure	\$0
Accrued Interest Payable	(\$1,456,469)
Accrued Principal Payable	(\$270,000)
Total Series 2005 Funds Available	(\$1,129,929)

INDIGO COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS FUND

Series 1999A

Statement of Revenues & Expenditures

As of November 30, 2019

	Capital Projects Budget	Prorated Budget 11/30/19	Actual 11/30/19	Variance
<u>REVENUES:</u>				
Interest Income	\$0	\$0	\$41	\$41
TOTAL REVENUES	\$0	\$0	\$41	\$41
<u>EXPENDITURES:</u>				
Capital Outlay	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0
EXCESS REVENUES (EXPENDITURES)	\$0	\$0	\$41	\$41
FUND BALANCE - BEGINNING	\$0	----	\$148,102	----
FUND BALANCE - ENDING	\$0	----	\$148,143	----

INDIGO COMMUNITY DEVELOPMENT DISTRICT

Month to Month Income Statement FY2020

	October	November	December	January	February	March	April	May	June	July	August	September	Total
REVENUES:													
Maintenance Assessments	\$0	\$29,942	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$29,942
City of Daytona Funding	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest Income	\$4,657	\$4,040	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,697
TOTAL REVENUES	\$4,657	\$33,982	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$38,639
EXPENDITURES:													
ADMINISTRATIVE:													
Supervisor Fees	\$800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$800
FICA Expense	\$61	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$61
Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Attorney	\$1,888	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,888
Annual Audit	\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Trustee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dissemination Agent	\$250	\$250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500
Special Assessment Roll Preparation	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000
Management Fees	\$4,708	\$4,708	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,417
Information Technology	\$233	\$233	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$467
Telephone	\$15	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15
Postage	\$27	\$5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$32
Insurance	\$19,378	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,378
Printing & Binding	\$34	\$57	\$0	\$0	\$0	\$57	\$0	\$0	\$0	\$0	\$0	\$0	\$91
Legal Advertising	\$233	\$233	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$466
Other Current Charges	\$52	\$171	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$223
Office Supplies	\$0	\$20	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20
Foreclosure Costs	\$70	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$70
Dues, Licenses, Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Office Expense	\$500	\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000
TOTAL ADMINISTRATIVE	\$48,925	\$6,177	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$55,103

INDIGO COMMUNITY DEVELOPMENT DISTRICT

Month to Month Income Statement FY2020

FIELD:

Operating Expenses I-95

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Landscape Maintenance	\$4,200	\$4,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,400
Landscape Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Irrigation Repairs & Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Mowing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lakes	\$385	\$385	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$770
Plant Replacement & Annuals	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Utilities	\$890	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$890
Repairs	\$45	\$85	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$130
Miscellaneous	\$109	\$2,881	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,991

OPERATING EXPENSES I-95

	October	November	December	January	February	March	April	May	June	July	August	September	Total
	\$5,629	\$7,551	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,180

Operating Expenses Community Wide

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Site Manager	\$2,650	\$2,650	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,300
Landscape Maintenance	\$34,907	\$34,907	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$69,814
Landscape Contingency	\$2,065	\$525	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,590
Irrigation Repairs & Maintenance	\$5,169	\$7,601	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,770
Lakes	\$3,101	\$3,163	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,264
Plant Replacement & Annuals	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Utilities	\$2,685	\$2,539	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,224
Repairs	\$1,023	\$946	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,969
Stormwater System	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sidewalks	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous	\$109	\$131	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$241
Conservation Easement Maintenance	\$3,250	\$3,250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,500
Tree Trimming	\$3,600	\$3,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,200
Pressure Washing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

OPERATING EXPENSES COMMUNITY WIDE

	October	November	December	January	February	March	April	May	June	July	August	September	Total
	\$58,560	\$59,311	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$117,872

TOTAL EXPENDITURES

	October	November	December	January	February	March	April	May	June	July	August	September	Total
	\$113,115	\$73,040	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$186,155

EXCESS REVENUES/ (EXPENDITURES)

	October	November	December	January	February	March	April	May	June	July	August	September	Total
	(\$108,458)	(\$39,058)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$147,516)

TAX COLLECTOR

[illegible]