

*Rhodine Road North
Community Development District*

Agenda

September 11, 2019

AGENDA

Rhodine Road North

Community Development District

135 W. Central Blvd., Suite 320, Orlando, Florida 32801
Phone: 407-841-5524 – Fax: 407-839-1526

September 9, 2019

**Board of Supervisors
Rhodine Road North
Community Development District**

Dear Board Members:

A meeting of the Board of Supervisors of **Rhodine Road North Community Development District** will be held **Wednesday, September 11, 2019 at 1:00 PM at The Holiday Inn Express, 2102 N Park Rd., Plant City, Florida 33563**. Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (¹Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Approval of Minutes of the August 7, 2019 Meeting
4. Acceptance of Minutes of the August 7, 2019 Audit Committee Meeting
5. Consideration of Resolution 2019-47 Setting a Public Hearing to Adopt the Amended & Restated Rules of Procedure
6. Consideration of Resolution 2019-48 Setting a Public Hearing Regarding the District's Intent to Use the Uniform Method for Levying, Collecting and Enforcing Non Ad-Valorem Assessments
7. Consideration of Resolution 2019-49 Declaring Special Assessments
8. Consideration of Resolution 2019-50 Setting Public Hearing for Special Assessments
9. Consideration of Resolution 2019-51 Amending Resolution 2019-39 Designating a Date for the Public Hearing on the Fiscal Year 2020 Budget Adoption
10. Consideration of Notice of Boundary Amendment
11. Ratification of Assignment of Personnel Leasing Agreement
12. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
 - iii. Ratification of Series 2019 Requisitions #6 - #18

¹ Comments will be limited to three (3) minutes

iv. Ratification of QGS Change Orders #2 - #7

13. Other Business

14. Supervisors Requests and Audience Comments

15. Adjournment

The second order of business is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items. Speakers must fill out a Request to Speak form and submit it to the District Manager prior to the beginning of the meeting.

The third order of business is the Approval of the Minutes from the August 7, 2019 Board of Supervisors meeting. A copy of the minutes is enclosed for your review and approval.

The fourth order of business is Acceptance of the Minutes of the August 7, 2019 Audit Committee meeting. A copy of the minutes is enclosed for your review and ratification.

The fifth order of business is Consideration of Resolution 2019-47 Setting a Public Hearing to Adopt the Amended & Restated Rules of Procedure. A copy of the resolution and restated rules are enclosed for your review and approval.

The sixth order of business is Consideration of Resolution 2019-48 Setting a Public Hearing Regarding the District's Intent to Use the Uniform Method of Levying, Collecting and Enforcing Non Ad-Valorem Assessments. A copy of the resolution is included for your review and approval.

The seventh order of business is Consideration of Resolution 2019-49 Declaring Special Assessments. A copy of the resolution is included for your review and approval.

The eighth order of business is Consideration of Resolution 2019-50 Setting a Public Hearing for Special Assessments. A copy of the resolution is enclosed for your review and approval.

The ninth order of business is Consideration of Resolution 2019-51 Amending Resolution 2019-39 Designating a Date for the Public Hearing on the Fiscal Year 2020 Budget Adoption. A copy of the resolution is enclosed for your review and approval.

The tenth order of business is Consideration of Notice of Boundary Amendment. A copy of the notice is enclosed for your review and approval.

The eleventh order of business is Ratification of Assignment of Personnel Leasing Agreement. A copy of the agreement is included for your review and ratification.

The twelfth order of business is Staff Reports. Section C is the District Manager's Report. Sub-Section 1 includes the approval of the check register. Sub-Section 2 includes the balance sheet and income statement for your review. Sub-Section 3 includes Requisitions #6 through #18 for your review and ratification. Sub-Section 4 includes Change Orders #2 through #7 for your review and ratification.

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please do not hesitate to contact me.

Sincerely,

Jill Burns
District Manager

CC:
Roy Van Wyk, District Counsel
Enclosures

MINUTES

**MINUTES OF MEETING
RHODINE ROAD NORTH
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of the Rhodine Road North Community Development District was held on Wednesday, **August 7, 2019** at 11:30 a.m. at Holiday Inn Express, 2102 N Park Road, Plant City, Florida.

Present and constituting a quorum:

Rennie Heath
Patrick Marone
Matthew Cassidy
Lauren Schwenk *via phone*

Chairman
Assistant Secretary
Assistant Secretary
Assistant Secretary

Also, present were:

Jill Burns
Roy Van Wyk
Heather Wertz *via phone*

District Manager, GMS
HGS
Absolute Engineering

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order at 11:30 a.m. and noted that a quorum was established.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Burns noted that there were no members of the public present.

THIRD ORDER OF BUSINESS

**Approval of Minutes of the June 24, 2019
Board of Supervisors Meeting**

Ms. Burns asked for comments or corrections to the June 24, 2019 meeting minutes. Mr. Van Wyk provided a minor change.

On MOTION by Mr. Heath seconded by Mr. Marone, with all in favor, the Minutes of the June 24, 2019 Board of Supervisors Meeting, were approved as amended.
--

FOURTH ORDER OF BUSINESS**Consideration of Resolution 2019-45
Directing the Chairman and District Staff
to File a Petition Amending District
Boundaries**

Ms. Burns noted this would add 61.3 acres to the existing boundaries of the district. Mr. Van Wyk stated they would verify the parcel information once they receive more detail on the lands. He noted this is a standard resolution authorizing staff and counsel to file the petition for an additional boundary amendment for the parcel to the south.

On MOTION by Mr. Heath, seconded by Mr. Cassidy, with all in favor, Resolution 2019-45 Directing the Chairman and District Staff to File a Petition Amending District Boundaries, was approved.

FIFTH ORDER OF BUSINESS**Consideration of Boundary Funding
Agreement**

Ms. Burns noted the Boundary Funding Agreement was with JMBI and they fund all costs associated with the boundary amendment that the board previously directed staff to file.

On MOTION by Mr. Heath, seconded by Mr. Marone, with all in favor, the Boundary Funding Agreement with JMBI, was approved.

SIXTH ORDER OF BUSINESS**Consideration of Resolution 2019-46
Ratifying the Sale of Bonds**

Ms. Burns stated they closed on the bonds June 28th and this resolution will ratify all the actions taken by the Chairman, Vice Chairman, District staff members, and various officers relating to the sale of the 2019 bonds.

On MOTION by Mr. Cassidy, seconded by Mr. Heath, with all in favor, Resolution 2019-46 Ratifying the Sale of Bonds, was approved.

SEVENTH ORDER OF BUSINESS**Authorization to Record Notice of Lien of
Special Assessments for Series 2019
Bonds**

Ms. Burns noted this resolution will confirm the lien of the non-ad valorem assessment on the property within the boundary of the district related to the 2019 bonds. They will file the Notice in the record of Hillsboro County.

On MOTION by Mr. Heath, seconded by Mr. Marone, with all in favor, Authorization to Record Notice of Lien of Special Assessments for Series 2019 Bonds, was approved.

EIGHTH ORDER OF BUSINESS

Consideration of Disclosure of Public Financing

Ms. Burns noted this is required by statutes and will be provided to all the builders within the community. Ms. Burns asked for approval in substantial form.

Mr. Van Wyk noted once the boundary amendment is complete, they will revise it to reflect that it has been done, then they will record it and distribute it.

On MOTION by Mr. Heath, seconded by Mr. Marone, with all in favor, the Disclosure of Public Financing, was approved in substantial form.

NINTH ORDER OF BUSINESS

Consideration of Personnel Leasing Agreement

Ms. Burns stated the agreement is with the landowners that they will provide a certain administrative personnel to assist the manager and engineer with administration and processing of construction related activities.

Mr. Van Wyk noted the landowner/developer is already there. The district is in need of having a person on site to help them coordinate activities. This lease agreement allows them to share one of their employees or contractors for the board's behalf.

On MOTION by Mr. Heath, seconded by Mr. Cassidy, with all in favor, the Personnel Leasing Agreement, was approved.

TENTH ORDER OF BUSINESS

Appointment of Audit Committee

Ms. Burns suggested the board appoint themselves as the audit committee.

On MOTION by Mr. Heath, seconded by Mr. Marone, with all in favor, Appointment of the Board of Supervisors as the Audit Committee, was approved.

ELEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Van Wyk noted the had nothing further for the board.

B. Engineer

Ms. Wertz stated she had nothing to report. She asked Mr. Heath if they should start rezoning, Mr. Heath answered yes. He stated he though it already was but Ms. Wertz clarified it was not and needed to go through rezoning.

C. District Manager's Report

i. Approval of Check Register

Ms. Burns noted the total amount was \$2,615.26 for Supervisor's fees and an ad.

On MOTION by Mr. Heath, seconded by Mr. Marone, with all in favor, the Check Register, was approved.

ii. Balance Sheet and Income Statement

Ms. Burns noted the balance sheet and income statement were in the agenda package, this item required no action.

iii. Approval of Fiscal Year 2020 Meeting Schedule

Ms. Burns suggested keeping the same schedule, the first Wednesday of each month at 11:30 a.m.

On MOTION by Mr. Heath, seconded by Mr. Marone, with all in favor, the Fiscal Year 2020 Meeting Schedule, was approved.

iv. Ratification of Series 2019 Requisitions #1 - #5

Ms. Burns noted these were previously approved by the engineer and the Chairman, they needed to be ratified by the board.

On MOTION by Mr. Heath, seconded by Mr. Cassidy, with all in favor, the Series 2019 Requisitions #1 - #5, were ratified.

TWELTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

THIRTEENTH ORDER OF BUSINESS

**Supervisors Requests and Audience
Comments**

Ms. Burns asked for any supervisor requests or audience comments. The board had no requests.

FOURTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Heath, seconded by Mr. Cassidy, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

**MINUTES OF MEETING
RHODINE ROAD NORTH
COMMUNITY DEVELOPMENT DISTRICT**

The Audit Committee Meeting of the Board of Supervisors of the Rhodine Road North Community Development District was held on Wednesday, **August 7, 2019** at 11:30 a.m. at Holiday Inn Express, 2102 N Park Road, Plant City, Florida.

Present and constituting a quorum:

Rennie Heath
Patrick Marone
Matthew Cassidy
Lauren Schwenk *via phone*

Chairman
Assistant Secretary
Assistant Secretary
Assistant Secretary

Also, present were:

Jill Burns
Roy Van Wyk
Heather Wertz *via phone*

District Manager, GMS
HGS
Absolute Engineering

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order at 11:50 a.m. and noted that a quorum was established.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Burns noted that there were no members of the public present.

THIRD ORDER OF BUSINESS

Audit Services

A. Approval of Request for Proposals and Selection Criteria

Ms. Burns presented the Request for Proposals and selection criteria to the board. She noted they had them set to be due September 16th. She noted this would be starting for the fiscal year 2019 audit.

On MOTION by Mr. Heath seconded by Mr. Cassidy, with all in favor, the Request for Proposals and Selection Criteria, was approved.

B. Approval of Notice of Request for Proposals for Audit Services

Ms. Burns stated they were seeking approval for staff to issue the RFP.

On MOTION by Mr. Heath seconded by Mr. Marone, with all in favor, the Notice of Request for Proposals for Audit Services, was approved.

C. Public Announcement of Opportunity to Provide Audit Services

Ms. Burns announced the opportunity to provide audit services for Rhodine Road North.

FOURTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Heath, seconded by Mr. Marone, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

RESOLUTION 2019-47

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING AMENDED AND RESTATED RULES OF PROCEDURE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Rhodine Road North Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within unincorporated Hillsborough County, Florida; and

WHEREAS, the Board of Supervisors of the District (the “Board”) is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. A Public Hearing will be held to adopt the District’s Amended and Restated Rules of Procedure on _____, 2019, at _____ .m., at _____.

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 September, 2019.

ATTEST:

**RHODINE ROAD NORTH
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

TO: Rhodine Road North Community Development District
Board of Supervisors

FROM: Roy Van Wyk

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

DATE: September 4, 2019

Please find attached to this memorandum an updated version of the Rhodine Road North Community Development District's (the "District's") Rules of Procedure (the "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 royv@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 (the "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).

**AMENDED AND RESTATED
RULES OF PROCEDURE
RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT**

EFFECTIVE AS OF _____, 20____

TABLE OF CONTENTS

Rule 1.0	General.....	2
Rule 1.1	Board of Supervisors; Officers and Voting.	3
Rule 1.2	District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.	7
Rule 1.3	Public Meetings, Hearings, and Workshops.	10
Rule 1.4	Internal Controls to Prevent Fraud, Waste and Abuse.....	15
Rule 2.0	Rulemaking Proceedings.	16
Rule 3.0	Competitive Purchase.....	22
Rule 3.1	Procedure Under the Consultants' Competitive Negotiations Act.....	27
Rule 3.2	Procedure Regarding Auditor Selection.	31
Rule 3.3	Purchase of Insurance.	36
Rule 3.4	Pre-qualification.....	38
Rule 3.5	Construction Contracts, Not Design-Build.....	43
Rule 3.6	Construction Contracts, Design-Build.	47
Rule 3.7	Payment and Performance Bonds.	52
Rule 3.8	Goods, Supplies, and Materials.	53
Rule 3.9	Maintenance Services.	57
Rule 3.10	Contractual Services.	60
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.....	61
Rule 4.0	Effective Date.	64

Rule 1.0 General.

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

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

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

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

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

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

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

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

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

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

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:

- (a) Agenda packages for prior 24 months and next meeting;
- (b) Official minutes of meetings, including adopted resolutions of the Board;
- (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
- (d) Adopted engineer's reports;
- (e) Adopted assessment methodologies/reports;
- (f) Adopted disclosure of public financing;
- (g) Limited Offering Memorandum for each financing undertaken by the District;
- (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
- (i) District policies and rules;
- (j) Fiscal year end audits; and
- (k) Adopted budget for the current fiscal year.

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

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

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

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

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

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

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

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

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, 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 (407) 841-5524. 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 an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven 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 attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to

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

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

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

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

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
- (a) Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), Florida Statutes; 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.
- (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 ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.

- (13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

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

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

Rule 3.0 Competitive Purchase.

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

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

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

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

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

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

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

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

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
 - (a) Hold all required applicable state professional licenses in good standing;
 - (b) Hold all required applicable federal licenses in good standing, if any;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

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

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the

right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

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

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

(5) Competitive Negotiation.

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

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

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

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

Rule 3.2 Procedure Regarding Auditor Selection.

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

(1) Definitions.

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

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

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

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

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

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

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

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

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

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

- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference 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 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. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase

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

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

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

Rule 3.4 Pre-qualification

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

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

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

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

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

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

(3) Suspension, Revocation, or Denial of Qualification

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

- i. One of the circumstances specified under Section 337.16(2), Fla. 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 all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

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

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

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

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

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

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

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

Rule 3.6 Construction Contracts, Design-Build.

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

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

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

be considered ineligible by the District to submit a bid, response, or proposal for a District project.

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

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

Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
 9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
 10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified

Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

(5) Exceptions. This Rule is inapplicable when:

- (a) The project is undertaken as repair or maintenance of an existing public facility;
- (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
- (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

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

Rule 3.7 Payment and Performance Bonds.

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

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

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

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

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

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

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

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

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

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

purchase of the goods, supplies, and materials without further competitive selection processes.

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

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

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

Rule 3.9 Maintenance Services.

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

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

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

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

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

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

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

Rule 3.10 Contractual Services.

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

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

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

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

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

(1) Filing.

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

3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

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

- (d) Enter orders; and
- (e) Make or receive offers of settlement, stipulation, and adjustment.

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

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

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

Rule 4.0 Effective Date.

These Rules shall be effective _____, 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.

SECTION VI

RESOLUTION 2019-48

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION OF A PUBLIC HEARING REGARDING THE DISTRICT'S INTENT TO USE THE UNIFORM METHOD FOR THE LEVY, COLLECTION, AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS AS AUTHORIZED BY SECTION 197.3632, *FLORIDA STATUTES*; AUTHORIZING THE PUBLICATION OF THE NOTICE OF SUCH HEARING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Rhodine Road North Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in unincorporated Hillsborough County, Florida; and

WHEREAS, the District pursuant to the provisions of Chapter 190, *Florida Statutes*, is authorized to levy, collect, and enforce certain special assessments, which include benefit and maintenance assessments and further authorizes the District's Board of Supervisors (the "Board") to levy, collect, and enforce special assessments pursuant to Chapters 170, 190 and 197, *Florida Statutes*; and

WHEREAS, the District desires to use the Uniform Method for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes*, (the "Uniform Method").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. A Public Hearing will be held to adopt the Uniform Method on _____ at __ p.m., at _____, _____, Florida _____.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 197.3632, *Florida Statutes*.

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

PASSED AND ADOPTED this 11th day of September 2019.

ATTEST:

**RHODINE ROAD NORTH
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

SECTION VII

RESOLUTION 2019-49

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT ADOPTING AND CONFIRMING THE AMENDED AND RE-STATED MASTER ASSESSMENT METHODOLOGY REPORT; ADOPTING AND CONFIRMING THE FIRST AMENDMENT TO THE ENGINEER'S REPORT; DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

WHEREAS, the Board of Supervisors (the "Board") of the Rhodine Road North Community Development District (the "District") previously determined to undertake the construction and maintenance of certain infrastructure improvements, (the "Improvements") and evidenced its intent to defray the cost of such Improvements through the levy and collection of assessments against property within the District benefitted by the Improvements pursuant to Resolutions 2019-40, 2019-41, 2019-43, and 2019-44 (the Assessment Resolutions"); and

WHEREAS, On August 13, 2019, the Board of County Commissioners of Hillsborough County Florida approved Ordinance 19-18, amending the external boundaries of the District to include an additional 17.25 acres of land (the "Annexed Parcel" or "Cook Parcel"); and

WHEREAS, the Assessment Resolutions provided that upon annexation of additional lands into the external boundaries of the District, the District will by separate resolution declare, levy, and impose special assessments upon the Annexed Parcel to provide for its proportionate share of the costs of the Improvements; and

WHEREAS, the District hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the infrastructure Improvements described in the District's *First Amendment to Engineer's Report* dated April 2019, attached hereto as **Exhibit A** and incorporated herein by reference (the "Engineer's Report"); and

WHEREAS, the Engineer's Report details the scope and cost of public Improvements necessary to serve the Annexed Parcel; and

WHEREAS, it is in the best interest of the District to pay the cost of the public Improvements by imposing and collecting special assessments pursuant to Chapter 190, *Florida Statutes* (the "Assessments") upon the Annexed Parcel; and

WHEREAS, the District is empowered by Chapter 190, the Uniform Community Development District Act, Chapter 170, Supplemental and Alternative Method of Making Local

Municipal Improvements, and Chapter 197, the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Assessments, *Florida Statutes*, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Public Improvements and to impose, levy and collect the Assessments; and

WHEREAS, the District hereby determines that benefits will accrue to the Annexed Parcel, the amount of those benefits, and that special assessments will be made in proportion to the benefits received as set forth in the *Amended and Restated Master Assessment Methodology for Rhodine Road North Community Development District*, dated May 22, 2019, as supplemented by that *Supplemental Assessment Methodology*, dated June 21, 2019 (together, the "Assessment Report"), attached hereto as **Composite Exhibit B** and incorporated herein by reference and on file at the office of the District Manager, c/o Governmental Management Services – Central Florida, LLC, 135 West Central Boulevard, Suite 320, Orlando, Florida 32801 (the "District Records Office"); and

WHEREAS, the District hereby determines that the Assessments to be levied on the Annexed Parcel will not exceed the benefit to the property improved as set forth in the Assessment Report

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RHODINE ROAD NORTH:

1. Assessments shall be levied to defray a portion of the cost of the Improvements as specified in the Assessment Report.
2. The nature and general location of, and plans and specifications for, the Improvements are described in **Exhibit A**, which is on file at the District Records Office. **Exhibit B** is also on file and available for public inspection at the same location.
3. The total estimated cost of the Improvements following annexation is \$9,786,757 (the "Estimated Cost").
4. The Assessments will defray approximately \$12,850,000, which includes the Estimated Cost, plus financing-related costs, capitalized interest and a debt service reserve.
5. The manner in which the Assessments shall be apportioned and paid is set forth in **Composite Exhibit B**, including provisions for supplemental assessment resolutions.
6. The Assessments shall be levied, within the District, on all lots and lands adjoining and contiguous or bounding and abutting upon the Improvements or specially benefitted thereby and further designated by the assessment plat hereinafter provided for.
7. There is on file, at the District Records Office, an assessment plat showing the area to be assessed, with certain plans and specifications describing the Improvements and the estimated cost of the Improvements, all of which shall be open to inspection by the public.
8. Commencing with the year in which the Assessments are levied and confirmed, the Assessments shall be paid in not more than (30) thirty annual installments. The Assessments may be payable at the same time and in the same manner as are ad-valorem taxes and collected pursuant to

Chapter 197, Florida Statutes; provided, however, that in the event the uniform non-ad valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law.

9. The District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in **Composite Exhibit B** hereto, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District's preliminary assessment roll.

10. The Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the assessments or the making of the Improvements, the cost thereof, the manner of payment therefore, or the amount thereof to be assessed against each property as improved.

11. The District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) consecutive weeks) in a newspaper of general circulation within Hillsborough County and to provide such other notice as may be required by law or desired in the best interests of the District.

12. This Resolution is intended to amend and supplement Resolutions 2019-25, 2019-32, 2019-33, 2019-40, 2019-41, 2019-43, and 2019-44, relating to the District's levy of special assessments on certain lands within the boundaries of the District benefitting from the Improvements. As such, all such prior resolutions, including but not limited to, Resolutions 2019-25, 2019-32, 2019-33, 2019-40, 2019-41, 2019-43 and 2019-44, remain in full force and effect, except to the extent provided for herein.

13. This Resolution shall become effective upon its passage.

14. The invalidity or enforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

PASSED AND ADOPTED this 11th day of September 2019.

Attest:

**RHODINE ROAD NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: *First Amendment to Engineer's Report dated December 2018, revised April 2019*

Comp. Exhibit B: *Amended and Restated Master Assessment Methodology for Rhodine Road North Community Development District, dated May 22, 2019, as supplemented by that Supplemental Assessment Methodology, dated June 21, 2019*

EXHIBIT A

**RHODINE ROAD NORTH
COMMUNITY DEVELOPMENT DISTRICT
FIRST AMENDMENT TO ENGINEER'S REPORT
DATED DECEMBER 2018**

Prepared for:

**BOARD OF SUPERVISORS
RHODINE ROAD NORTH
COMMUNITY DEVELOPMENT DISTRICT**

Prepared by:

ABSOLUTE ENGINEERING, INC.

APRIL 2019

**RHODINE ROAD NORTH
COMMUNITY DEVELOPMENT DISTRICT**

TABLE OF CONTENTS

I.	PURPOSE	4
II.	INTRODUCTION	4
III.	SCOPE	5
IV.	THE DEVELOPMENT	6
V.	THE PROJECT	6
VI.	PROPOSED IMPROVEMENTS	7
	Stormwater Management Facilities	7
	Roadway	8
	Water and Wastewater Facilities	9
	Off-site Improvements	10
	Miscellaneous	10
VII.	PERMITTING	11
VIII.	RECOMMENDATION	12
IX.	REPORT MODIFICATION	12
X.	CONCLUSION	13

LIST OF TABLES & EXHIBITS

TABLE 1 – Summary of Opinion of Probable Costs

TABLE 2 – Summary of Proposed District Facilities

EXHIBIT 1 – Location Map

EXHIBIT 2 – Overall Site Plan

EXHIBIT 3 – Aerial Site Plan

EXHIBIT 4 – Legal Description

EXHIBIT 5 – Drainage Map

EXHIBIT 6 – Utility Location Map

EXHIBIT 7- Future Land Use Map

EXHIBIT 8- Zoning Map

ENGINEER'S REPORT RHODINE ROAD NORTH

I. PURPOSE

The purpose of this report is to provide information related to the expansion of the CDD boundary to include the adjacent Cook Parcel, totaling 17.25 acres to the existing CDD. The existing Rhodine Road North CDD consists of 102.12 acres. The expanded boundary will total 119.37 acres. The existing Rhodine Road North CDD is entitled through a planned development "PD" plan controlled zoning for 407 units, but construction permitting is ongoing for 324 residential units and their associated infrastructure. The proposed expansion will include the adjacent "Cook Parcel", which is currently being zoned for 77 units. The expanded CDD will have a total of 401 proposed units.

II. INTRODUCTION

The Rhodine Road North Community Development District (the "CDD" and also referred to herein as the "Development") is located along the north side of Rhodine Road, west of Balm Riverview Road, Hillsborough County, Florida. The District currently contains approximately 119.37 acres and is expected to consist (following the annexation of the Cook Parcel) of 401 single family lots, recreation / amenity areas, parks, and associated infrastructure.

The CDD will own and operate the stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the Community. The roadways and water and sewer utilities will be dedicated to Hillsborough County for ownership and operation.

Improvements and facilities financed, acquired, and/or constructed by the CDD will be required to conform to regulatory criteria of Hillsborough County, SWFWMD, and other applicable agencies with regulatory jurisdiction over the development. An overall estimate of probable cost is provided in Section 9 of this report.

The development plan prepared by the CDD reflects the present intentions of the CDD. It should be noted that the location of proposed facilities and improvements may be adjusted during the final design, permitting, and implementation phases. It should also be noted that these modifications are not expected to diminish the benefits received by the CDD. The CDD reserves the right to make reasonable adjustments to the development plan to meet applicable regulatory requirements of agencies with jurisdiction over the development, while maintaining comparable level of benefits to the CDD served by the improvements. Changes and modifications are expected as changes in regulatory criteria are implemented.

Implementation of any proposed facilities or improvements outlined in this report requires written approval from the CDD's Board of Supervisors. Estimated costs outlined in this report were based on best available information, which includes but is not limited to previous experience with similar projects. Actual costs could be different than estimates because final engineering and specific field conditions may affect construction costs.

III. PURPOSE

The purpose of this report is to provide information related to engineering support to fund improvements in the CDD. The CDD is entitled through PD controlled zoning for 477 units, but construction permitting is ongoing for 401 residential units and their associated infrastructure. This report will identify the proposed capital improvements to be constructed or acquired by the District along with an opinion of probable cost.

Contained within this report is a description of the public infrastructure to be constructed or acquired by the District (the "Capital Improvements"). The District will finance, construct, operate, and maintain specific portions of the proposed Capital Improvements. An assessment methodology consultant has been retained by the District, who will develop the assessment and financing methodology to be applied to this report.

The predominant portion of this report provides descriptions of the proposed public infrastructure improvements, determination of estimated probable construction costs, and the corresponding benefits associated with the implementation of the described improvements. Detailed site construction plans and specifications have been completed and are currently being permitted through Hillsborough County, SWFMWD, and FDEP. The engineer has considered, and in specific instances has relied upon, the information and documentation prepared or supplied by others, and information that may have been provided by public entities, public employees, the developer, site construction contractors, other engineering professionals, land surveyors, the District Board of Supervisors, and its staff and consultants.

IV. THE DEVELOPMENT

The Community will consist of 401 single family homes and associated infrastructure (the "Development"). The Development is a planned residential community located on the north side of Rhodine Road in Hillsborough County, Florida. The Development lies within, Section 33, Township 30 South, Range 20 East, all within Hillsborough County, Florida. The Development received zoning approval on the eastern 102.12 acre parcel by the Hillsborough County Planning Commission as a planned development, and has an underlying Future Land Use Designation of R-4. The western 17.25 acre parcel has an underlying Future Land Use Designation of R-4 and is currently being zoned through Hillsborough County and is expected to be approved in May 2019. The Development will be constructed in two phases.

V. THE PROJECT

The Capital Improvements consist of public infrastructure. The primary portions of the Capital Improvements will entail stormwater pond construction, roadways built to an "urban" typical section, water and sewer facilities and off-site improvements including turn lanes.

There will also be stormwater structures and conveyance culverts within the Capital Improvements which will outfall into the on-site retention ponds. These structures and pond areas comprise the overall stormwater facilities of the Capital Improvements. Installation of the water distribution and wastewater collection system will also occur at this time. Below ground installation of conduits for power, telecommunications, and cable TV, and street lights within the public right of way and in the adjacent utility easement will be funded by the District.

As a part of the recreational component of the Development, a public park will be constructed in the eastern portion of the Development and is accessed by the public roadways.

VI. PROPOSED IMPROVEMENTS

The Capital Improvements include the following:

Stormwater Management Facilities

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the District boundaries. Stormwater runs off via roadway curb and gutter to storm inlets. From that point storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize wet detention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District's stormwater management systems is regulated by Hillsborough County and the Southwest Florida Water Management District (SWFWMD). There are surface waters or natural wetlands within the CDD.

FEMA Community Panel No. 12057C-05089H (dated 08/28/2008) demonstrates that the property is located within Flood Zone A and X. The Development has been designed to provide adequate floodplain compensation for proposed floodplain encroachment.

During the construction of stormwater management facilities, utilities and roadway improvements, the contractor will be required to adhere to a *Stormwater Pollution Prevention Plan* (SWPPP) as required by FDEP as delegated by the Environmental Protection Agency (EPA). The SWPPP will be prepared to depict for the contractor the proposed locations of required erosion control consisting of floating and staked turbidity barriers specifically along the down gradient side of any proposed construction activity and adjacent to the edge of the large borrow pond, surface water ditches, wetland edges and the perimeter of the site. The site contractor will be required to provide the necessary reporting on various forms associated with erosion control, its maintenance and any rainfall events that occur during construction activity.

Roadways

The proposed public roadway sections are to be 50' R/W with 20' of asphalt and Miami curb and gutter on both sides. The proposed roadway section will consist of stabilized subgrade, crushed concrete or cement treated base and asphalt wearing surface. The proposed curb is to be 2' wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and also to provide stormwater runoff conveyance to the proposed stormwater inlets. Underdrain is provided as necessary to control groundwater and protect the roadway base material.

The proposed roadways will require signing and pavement markings within the public rights-of-way, as well as street signs depicting street name identifications, and addressing, which will be utilized by the residents and public. As stated above, the District's funding of roadway construction will occur for all public roadways.

Water and Wastewater Facilities

A potable water system inclusive of water main, gate valves, fire hydrants and appurtenances will be installed for the Development. The water service provider will be the Hillsborough County Utilities Department. The water system will be a "looped" system consisting of 4", 6", and 8" diameter PVC water main. These facilities will be installed within the proposed public rights-of-way within the District. This water will provide the potable (domestic) and fire protection services which will serve the entire District.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains, sewer laterals, pump station and pressure force mains will be installed. The gravity sanitary sewer mains will be 8" diameter PVC. The gravity sanitary sewer lines will be placed inside of the proposed public rights-of-way, under the proposed paved roadways. Branching off from these sewer lines will be laterals to serve the individual lots. Two (2) sanitary sewer pump station is currently proposed within the District to collect the gravity sanitary sewer and pump it to the existing Hillsborough County Force main system in the existing Rhodine Road right of way.

Reclaimed water is not available for this site. An irrigation well to be funded by the District will be installed onsite to provide irrigation within the public right of way. Any water, sewer, or reclaim water pipes or facilities placed on private property will not be publicly funded.

Off-Site Improvements

The District will provide funding for the turn lanes on Rhodine Road at the Project entrances.

Upon completion of these improvements, inspection / certifications will be obtained from the Southwest Florida Water Management District (SWFWMD) and Hillsborough County.

Miscellaneous:

The stormwater improvements, landscaping and irrigation, mitigation area(s), and certain permits and professional fees as described in this report, are being financed by the District with the intention for benefiting all of the developable real property within the District. The construction and maintenance of the proposed public Capital Improvements will benefit the Development for the intended use as a mixed use planned development.

VII. PERMITTING

Required construction permits for the proposed improvements include the Southwest Florida Water Management District (SWFWMD) Environmental Recourse Permit (ERP) and Hillsborough County Construction Plan Approval. Construction permits have been obtained for the Rhodine Road Subdivision located on the Rhodine Parcel. Construction permits are currently being obtained for the Rhodine Road West Subdivision located on the Cook Parcel. There are no Army Corps of Engineer (ACOE) jurisdictional wetlands within the Development, therefore no permits are required from that agency.

Following is a summary of required permits obtained and pending for the construction of the public Capital Improvements for the District:

Rhodine Road Subdivision (102.12 Ac.) (Cook Parcel)

Permits / Approvals	Approval / Date
Zoning Approval (Hillsborough)	PD 18-0562 (7/25/18)
Preliminary Plat (Hillsborough)	PI 4343 (8/18/18)
SWFWMD ERP	ERP 43043678.001 (11/16/18)
Construction Permits (Hillsborough)	PI# 4343 (11/29/18)
FDEP Water	0125332-1894-DSGP (10/26/18)
FDEP Sewer	0369734-001-DWC (11/13/18)

Rhodine Road West Subdivision (17.25 Ac.)

Permits / Approvals	Approval / Date
Zoning Approval (Hillsborough)	PD 18-1488 (expected May 2019)
Preliminary Plat (Hillsborough)	(expected June 2019)
SWFWMD ERP	(expected August 2019)
Construction Permits (Hillsborough)	(expected August 2019)
FDEP Water	(expected August 2019)
FDEP Sewer	(expected August 2019)

VIII. RECOMMENDATION

As previously described within this report, the public Capital Improvements as described is necessary for the development and functional operation as required by Hillsborough County, Florida. The site planning, engineering design and construction plans for the infrastructure are in accordance with the applicable requirements of the Hillsborough County and SWFWMD. It should be noted that the Capital Improvements will provide their intended use and function so long as the construction and installation is in substantial conformance with the design construction plans and regulatory permits.

Items utilized in the *Opinion of Probable Costs* for this report are based upon current plan quantities for the infrastructure as shown on construction drawings incorporating specifications in the most recent review comments received from SWFWMD and Hillsborough County as well as estimated quantities for the future phases.

IX. REPORT MODIFICATION

During development and implementation of the public Capital Improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans. However, if such deviations and/or revisions do not change the overall primary objective of the plan for such improvements, then the costs differences would not materially affect the proposed cost estimates.

X. CONCLUSION

It is our professional opinion that the public Capital Improvements costs for the District provided in this report are reasonable to complete the construction of the infrastructure. Furthermore, the public infrastructure improvements will benefit and add value to lands within the District at least equal to the costs of such improvements.

The *Opinion of Probable Costs* of the Capital Improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon unit prices currently experienced on an ongoing and similar basis for work in Hillsborough County. Furthermore, the quantities are a derivative of line items from specific construction documents and construction contracts as of this date. However, labor market, future costs of equipment, materials, changes to the regulatory permitting agencies' activities, and the actual construction processes employed by the chosen site contractor are beyond the engineer's control. Due to this inherent opportunity for changes (upward or downward) in the construction costs, the total, final construction cost may be more or less than this estimate.

Based upon the presumption that the construction of the Capital Improvements continues in a timely manner, it is our professional opinion that the proposed public Capital Improvements when constructed and built in substantial conformance with the approved plans and specifications, can be completed and used for their intended function. Be advised that we have utilized historical costs and direct unit costs from site contractors and consultants in Hillsborough County, which we believe to be necessary in order to facilitate accuracy associated with the *Opinion of Probable Costs*. Based upon the information above, it is our professional opinion that the acquisition and construction costs of the proposed Capital Improvements can be completed at the cost stated.

TABLE 1:
SUMMARY OF OPINION OF
PROBABLE COSTS

TABLE 1

**RHODINE ROAD NORTH
COMMUNITY DEVELOPMENT DISTRICT**

Summary of Opinion of Probable Cost

Number of Lots	<u>324</u>	<u>77</u>	<u>401</u>
Infrastructure ⁽¹⁾⁽³⁾⁽⁶⁾	<u>Rhodine</u>	<u>Cook</u>	<u>Total</u>
Offsite Improvements ⁽⁹⁾	\$ 423,006	\$ 84,000	\$ 507,006
Stormwater Management ⁽²⁾⁽³⁾⁽⁵⁾⁽⁶⁾	\$ 4,094,054	\$ 962,232	\$ 5,056,286
Utilities (Water, Sewer, & Street Lighting) ⁽⁸⁾	\$ 1,220,709	\$ 328,721	\$ 1,549,430
Roadway ⁽⁴⁾	\$ 989,387	\$ 223,645	\$ 1,213,032
Entry Feature & Signage ⁽⁷⁾	\$ 220,000	\$ 30,000	\$ 250,000
Parks and Amenities	\$ 580,000	\$ 138,000	\$ 718,000
Contingency	\$ 400,000	\$ 93,000	\$ 493,000
TOTAL	\$ 7,927,156	\$ 1,859,598	\$ 9,786,754

1. Infrastructure consists of public roadway improvements, Stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and neighborhood parks. Any land or other acquisitions will be made at the lower of cost or fair market value.
2. Stormwater does not include grading associated with building pads, both for initial construction and in conjunction with home construction.
3. Includes Stormwater pond excavation, and storage of fill, but not the cost of transporting the fill to private lots.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering. All roadways will be public and accessible by public.
5. Includes subdivision infrastructure and civil/site engineering.
6. Estimates are based on 2018 costs.
7. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
8. CDD will enter into a Lighting Agreement with Tampa Electric for the street light poles and lighting service. Only undergrounding of wires in public rights-of-way and on District land will be funded by the CDD.
9. Offsite Improvements include turn lanes on Rhodine Road at Project Access points.

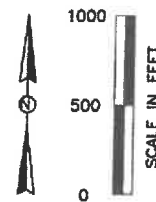
**TABLE 2:
SUMMARY OF PROPOSED DISTRICT
FACILITIES**

**RHODINE ROAD NORTH
COMMUNITY DEVELOPMENT DISTRICT
TABLE 2 - SUMMARY OF PROPOSED DISTRICT FACILITIES**

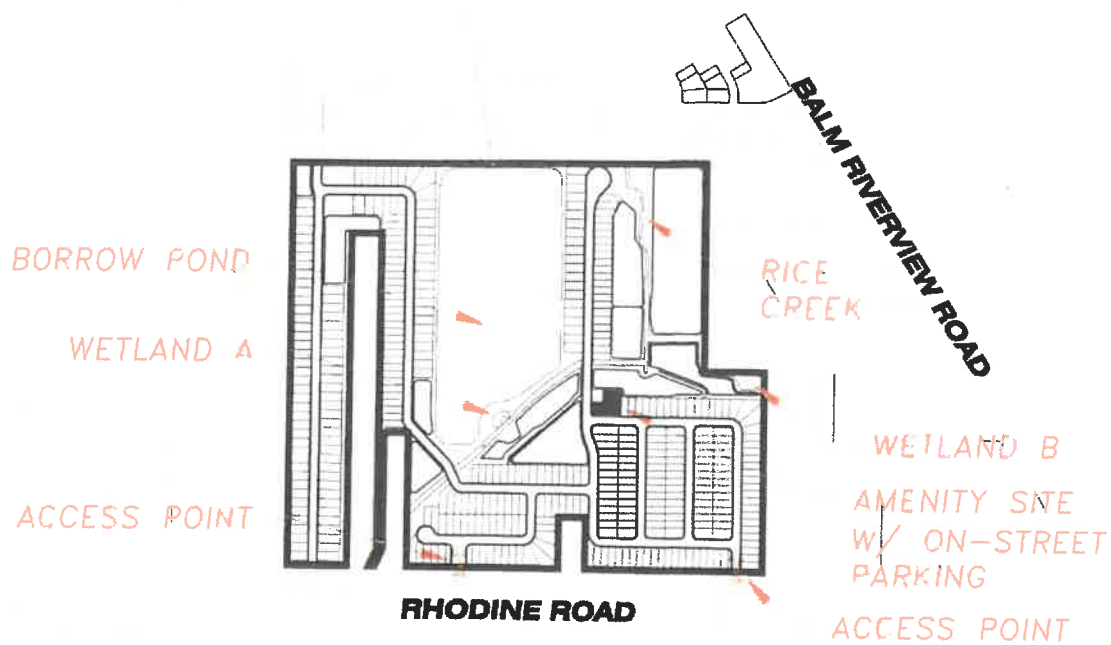
DISTRICT INFRASTRUCTURE	CONSTRUCTION	OWNERSHIP	CAPITAL FINANCING	OPERATION & MAINTENANCE
ENTRY SIGNAGE AND FEATURES	DISTRICT	DISTRICT	DISTRICT BONDS	DISTRICT
PARKS AND AMENITIES	DISTRICT	DISTRICT	DISTRICT BONDS	DISTRICT
STORMWATER FACILITIES	DISTRICT	DISTRICT	DISTRICT BONDS	DISTRICT
WATER AND SEWER UTILITIES	DISTRICT	HILLSBOROUGH COUNTY	DISTRICT BONDS	HILLSBOROUGH COUNTY
STREET LIGHTING/CONDUIT	DISTRICT	DISTRICT	DISTRICT BONDS	TECO
ROAD CONSTRUCTION	DISTRICT	HILLSBOROUGH COUNTY	DISTRICT BONDS	HILLSBOROUGH COUNTY
OFFSITE ROADWAY	DISTRICT	HILLSBOROUGH COUNTY	DISTRICT BONDS	HILLSBOROUGH COUNTY

EXHIBIT 1:
LOCATION MAP

EXHIBIT 2:
OVERALL SITE PLAN



RHODINE ROAD NORTH CDD



P:\0001 JMB Road Estate\0002 Rhodine Rd Properties\ENR\Master\DWG\000 Exhibit\CS-101-EXH-STEPPLAN.dwg (STEPPLAN) Rhodine Rd Apr 16, 2019 - 1:08pm



**ABSOLUTE
ENGINEERING, INC.**

(813) 221-1516 TEL.
(813) 344-0100 FAX

1000 N. ASHLEY DRIVE, SUITE 925
TAMPA, FLORIDA 33602
C.A. NO. 28358

SITE PLAN RHODINE ROAD NORTH CDD

SEC TWP RGE 33-30S-20E	JOB NUMBER 0001.0002	DRAWN BY ROA	DATE 04-16-2019	SHEET 1
----------------------------------	--------------------------------	------------------------	---------------------------	-------------------

EXHIBIT 3:
AERIAL SITE PLAN

EXHIBIT 4:
LEGAL DESCRIPTION

SKETCH & DESCRIPTION – NOT A SURVEY

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN GOVERNMENT LOTS 1, 2 IN THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 30 SOUTH, RANGE 20 EAST AND GOVERNMENT LOT 3 IN THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 30 SOUTH, RANGE 20 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
AS A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF GOVERNMENT LOT 2 AND THE SOUTHEAST CORNER OF GOVERNMENT LOT 3, IN SECTION 33, TOWNSHIP 30 SOUTH, RANGE 20 EAST HILLSBOROUGH COUNTY, FLORIDA AND PROCEED N 00°08'25" E, ALONG THE WEST BOUNDARY OF SAID GOVERNMENT LOT 2 AND THE EAST BOUNDARY OF SAID GOVERNMENT LOT 3, A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF RHODINE ROAD AND THE SOUTHEAST CORNER OF THAT CERTAIN TRACT DESCRIBED IN OFFICIAL RECORDS BOOK 19528, PAGE 1461, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE N 00°08'25" E, ALONG THE WEST BOUNDARY OF SAID GOVERNMENT LOT 2 AND THE EAST BOUNDARY OF SAID GOVERNMENT LOT 3 AND THE EAST BOUNDARY OF SAID TRACT, A DISTANCE OF 755.07 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE N 89°51'10" W, ALONG THE NORTH BOUNDARY OF SAID TRACT, A DISTANCE OF 135.55 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE S 00°08'56" W, ALONG THE WEST BOUNDARY OF SAID TRACT, A DISTANCE OF 658.98 FEET; THENCE S 24°21'49" W, A DISTANCE OF 105.23 FEET TO A POINT ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF RHODINE ROAD; THENCE N 89°48'49" W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 31.51 FEET; THENCE N 25°01'20" E, A DISTANCE OF 105.61 FEET TO A POINT ON THE EAST BOUNDARY OF THE WEST 166.00 FEET OF THE EAST 1/4 OF SAID GOVERNMENT LOT 3; THENCE N 00°10'37" E, ALONG SAID EAST BOUNDARY, A DISTANCE OF 1780.95 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTH 394.00 FEET OF THE EAST 1/4 OF SAID GOVERNMENT LOT 3; THENCE S 89°58'48" W, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 166.00 FEET TO A POINT ON THE WEST BOUNDARY OF THE EAST 1/4 OF SAID GOVERNMENT LOT 3; THENCE S 00°10'16" W, ALONG SAID WEST BOUNDARY, A DISTANCE OF 1876.19 FEET TO A POINT ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF RHODINE ROAD; THENCE N 89°48'49" W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 331.81 FEET TO A POINT ON THE WEST BOUNDARY OF THE WEST 1/2 OF THE EAST 1/2 OF GOVERNMENT LOT 3; THENCE N 00°12'38" E, ALONG SAID WEST BOUNDARY, A DISTANCE OF 2268.99 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID GOVERNMENT LOT 3 AND THE SOUTH BOUNDARY OF ESTUARY PHASE 3 AS RECORDED IN PLAT BOOK 121, PAGE 85 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE N 89°58'44" E, ALONG SAID NORTH AND SOUTH BOUNDARIES, A DISTANCE OF 660.81 FEET TO THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 3 AND THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 2; THENCE N 89°43'14" E, ALONG THE NORTH BOUNDARIES OF SAID GOVERNMENT LOTS 1 AND 2 AND THE SOUTH BOUNDARY OF SAID ESTUARY PHASE 3 AND THE SOUTH BOUNDARY OF ESTUARY PHASE 2 AS RECORDED IN PLAT BOOK 120, PAGE 211 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA AND THE SOUTH BOUNDARY OF ESTUARY PHASE 1 AND 4 AS RECORDED IN PLAT BOOK 119, PAGE 91 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, A DISTANCE OF 1650.73 FEET TO A POINT ON THE WEST BOUNDARY OF TRACT A-DRAINAGE AS SHOWN ON SAID ESTUARY PHASE 1 AND 4; THENCE S 00°00'16" W, ALONG SAID WEST BOUNDARY AND THE WEST BOUNDARY OF ESTUARY PHASE 5 AS RECORDED IN PLAT BOOK 123, PAGE 35 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA AND THE WEST BOUNDARY OF MASSARO MINOR SUBDIVISION AS RECORDED IN MINOR SUBDIVISION BOOK 1, PAGE 36 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, A DISTANCE OF 1170.14 FEET TO THE SOUTHWEST CORNER OF SAID MASSARO MINOR SUBDIVISION; THENCE N 89°50'36" E, ALONG THE SOUTH BOUNDARY OF SAID MASSARO MINOR SUBDIVISION, A DISTANCE OF 338.13 FEET; THENCE S 00°05'10" E, A DISTANCE OF 1125.65 FEET TO A POINT ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF RHODINE ROAD; THENCE N 89°33'25" W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1001.80 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN TRACT DESCRIBED IN OFFICIAL RECORDS BOOK 23196, PAGE 1916, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE N 00°05'08" E, ALONG THE EAST BOUNDARY OF SAID TRACT, A DISTANCE OF 290.86 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE N 89°38'48" W, ALONG THE NORTH BOUNDARY OF SAID TRACT, A DISTANCE OF 150.16 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE S 00°03'14" W, ALONG THE WEST BOUNDARY OF SAID TRACT, A DISTANCE OF 290.62 FEET TO THE SOUTHWEST CORNER OF SAID TRACT AND A POINT ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF RHODINE ROAD; THENCE N 89°33'25" W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 844.25 FEET TO THE POINT OF BEGINNING.

Aaron J. Murphy, PSM
Florida Professional Surveyor & Mapper No. 6768
for Hamilton Engineering and Surveying, Inc.
Certificate of Authorization No. LB7013

Date



HAMILTON
ENGINEERING & SURVEYING, INC.

3409 W. LEMON STREET
TAMPA, FLORIDA 33609

LB#7013

TEL (813) 250-3535
FAX (813) 250-3636

RHODINE ROAD PROPERTIES CDD EXHIBIT

SEC TWP RGE

33-30S-20E

JOB NUMBER

03056.0011

SCALE

AS SHOWN

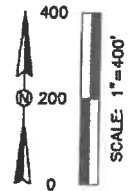
DATE

04/24/2018

SHEET

1/2

SKETCH & DESCRIPTION - NOT A SURVEY



NORTH BOUNDARY OF
GOVERNMENT LOT 3
& SOUTH BOUNDARY
OF ESTUARY PHASE 3
PLAT 121 PAGE 85
L13

SOUTH BOUNDARY OF THE
NORTH 394' OF THE EAST
1/4 OF GOVERNMENT LOT 3

NORTH BOUNDARIES OF GOVERNMENT LOTS
1 & 2 AND THE SOUTH BOUNDARY OF ESTUARY
PHASE 3
& THE SOUTH BOUNDARY OF ESTUARY PHASE 2
PLAT BOOK 120, PAGE 211
IN THE SE 1/4 OF SECTION 33-30-20

NORTHEAST CORNER OF
GOVERNMENT LOT 3 IN THE SW
1/4 OF SECTION 33-30-20
AND NORTHWEST CORNER OF
GOVERNMENT LOT 2 IN THE SE
1/4 OF SECTION 33-30-20

NW CORNER OF OFFICIAL
RECORDS BOOK 19528, PAGE 1461

NORTH BOUNDARY OF OFFICIAL
RECORDS BOOK 19528, PAGE 1461

NE CORNER OF OFFICIAL
RECORDS BOOK 19528, PAGE 1461

WEST BOUNDARY OF TRACT A - DRAINAGE
AS SHOWN ON ESTUARY PHASE 1 & 4 ALSO
THE WEST BOUNDARY OF ESTUARY PHASE 5
PLAT BOOK 123, PAGE 35

SOUTH BOUNDARY OF
MASSARO MINOR SUB

SW CORNER OF
MASSARO MINOR SUB

PARCEL CONTAINS
±119.37 ACRES

NW CORNER
OR 23196, PAGE 1916

NE CORNER
OR 23196, PAGE 1916

POINT OF BEGINNING
SE CORNER OF OR 19528, PAGE 1461

NORTH RIGHT OF WAY LINE
OF RHODINE ROAD

SW CORNER
OR 23196, PAGE 1916

SE CORNER
OR 23196, PAGE 1916

POINT OF COMMENCEMENT
FOR FURTHER DESCRIBED AS PARCEL.
SOUTHWEST CORNER OF GOVERNMENT
LOT 2 & SOUTHEAST CORNER OF
GOVERNMENT LOT 3 IN THE SW 1/4 OF
SECTION 33-30-20

LINE TABLE		
LINE#	DIRECTION	LENGTH
L1	N 00°08'25" E	50.00'
L2	N 00°08'25" E	755.07'
L3	N 89°51'10" W	135.55'
L4	S 00°08'56" W	658.98'
L5	S 24°21'49" W	105.23'
L6	N 89°48'49" W	31.51'
L7	N 25°01'20" E	105.61'
L8	N 00°10'37" E	1780.95'

LINE TABLE		
LINE#	DIRECTION	LENGTH
L9	S 89°58'48" W	166.00'
L10	S 00°10'16" W	1876.19'
L11	N 89°48'49" W	331.81'
L12	N 00°12'38" E	2268.99'
L13	N 89°58'44" E	660.81'
L14	N 89°43'14" E	1650.73'
L15	S 00°00'16" W	1170.14'
L16	N 89°50'36" E	338.13'

LINE TABLE		
LINE#	DIRECTION	LENGTH
L17	S 00°05'10" E	1125.65'
L18	N 89°33'25" W	1001.80'
L19	N 00°05'08" E	290.86'
L20	N 89°38'48" W	150.16'
L21	S 00°03'14" W	290.62'
L22	N 89°33'25" W	844.25'



HAMILTON
ENGINEERING & SURVEYING, INC.

3409 W. LEMON STREET
TAMPA, FLORIDA 33609

LB#7013

TEL (813) 250-3535
FAX (813) 250-3836

RHODINE ROAD PROPERTIES
CDD EXHIBIT

SEC TWP RGE
33-30S-20E

JOB NUMBER
03056.0011

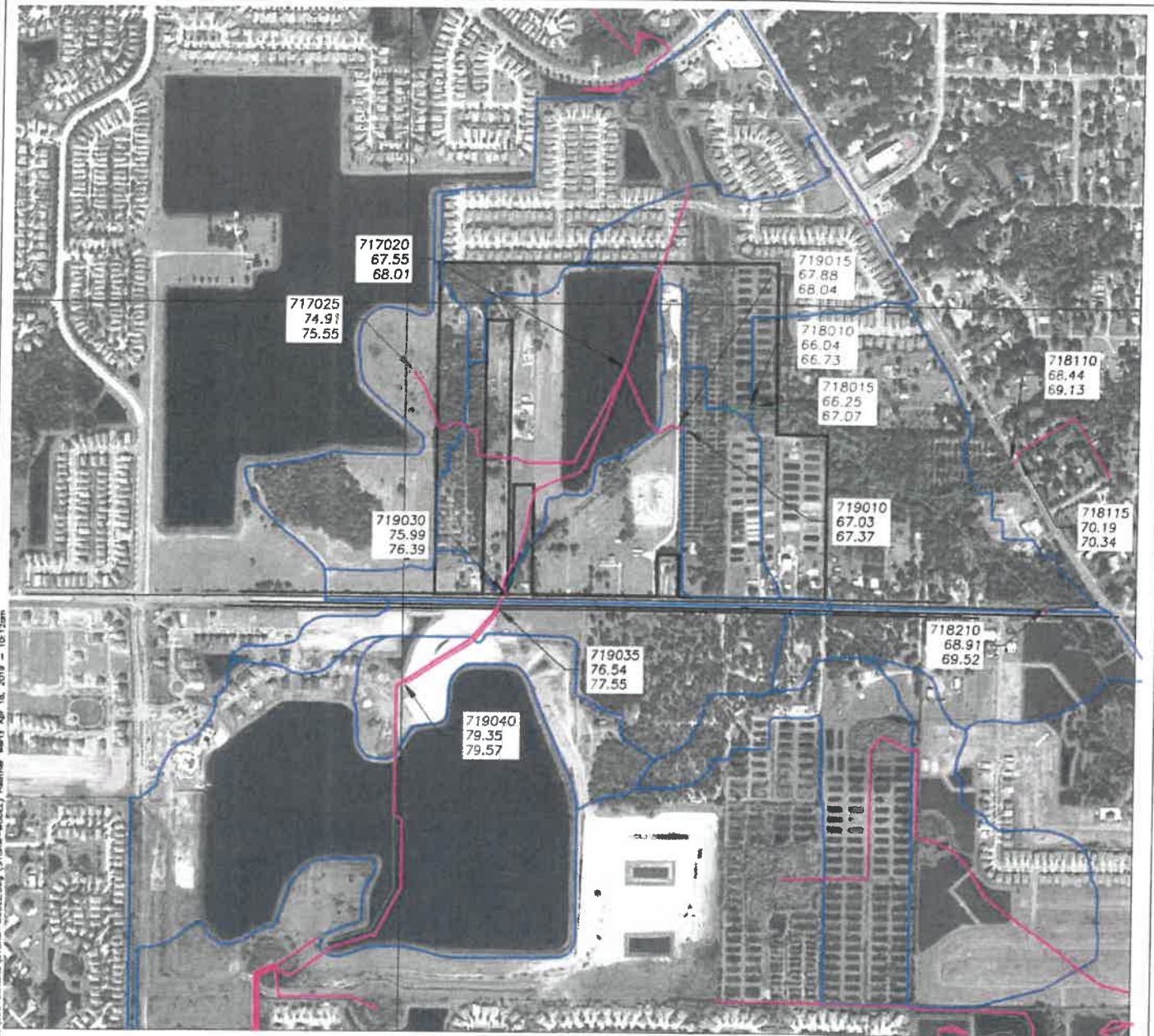
SCALE
AS SHOWN

DATE
04/24/2018

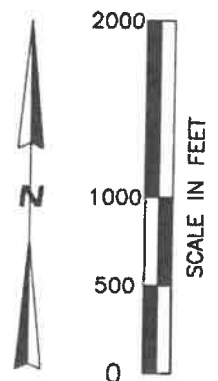
SHEET
2/2

**EXHIBIT 5:
DRAINAGE MAP**

P:\0001\AEB\Rhodine\0002 Rhodine Rd Properties\AEB\Rhodine\Storm Model.dwg (STORM-MODEL) Heather Worley Apr 16, 2019 - 10:2am



ABSOLUTE ENGINEERING, INC. MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, SEQUENCE, ACCURACY, TIMELINESS, OR COMPLETENESS OF ANY OF THE GEODATA INFORMATION PROVIDED HEREIN.



AE ABSOLUTE ENGINEERING, INC.

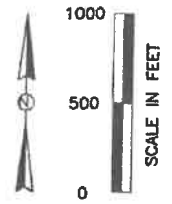
(813) 221-1516 TEL. 1000 N. ASHLEY DRIVE, SUITE 925
(813) 344-0100 FAX C.A. NO. 28358 TAMPA, FLORIDA 33602

ALAFIA RIVER STORM MODEL RHODINE ROAD NORTH CDD

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
33 30S 20E	0001.0002	ROA	04-16-2019	1

EXHIBIT 6:
UTILITY LOCATION MAP

RHODINE ROAD NORTH CDD



12" PVC FM

RICE
CREEK

BALM RIVERVIEW ROAD

RHODINE ROAD

8" PVC WM

P:\2001 JMB Red Estate\0002 Rhodine Rd Properties\ENR\Map-A\DWG\CDD Exhibit\CU-401-EDS-WB.dwg (UTILITY) Rhodine Rd Apr 18, 2019 - 1:05pm



**ABSOLUTE
ENGINEERING, INC.**

(813) 221-1515 TEL
(813) 344-0100 FAX

1000 N. ASHLEY DRIVE, SUITE 925
C.A. NO. 28368 TAMPA, FLORIDA 33602

MAJOR UTILITY TRUNK LINES RHODINE ROAD NORTH CDD

SEC TWP RGE
33-305-20E

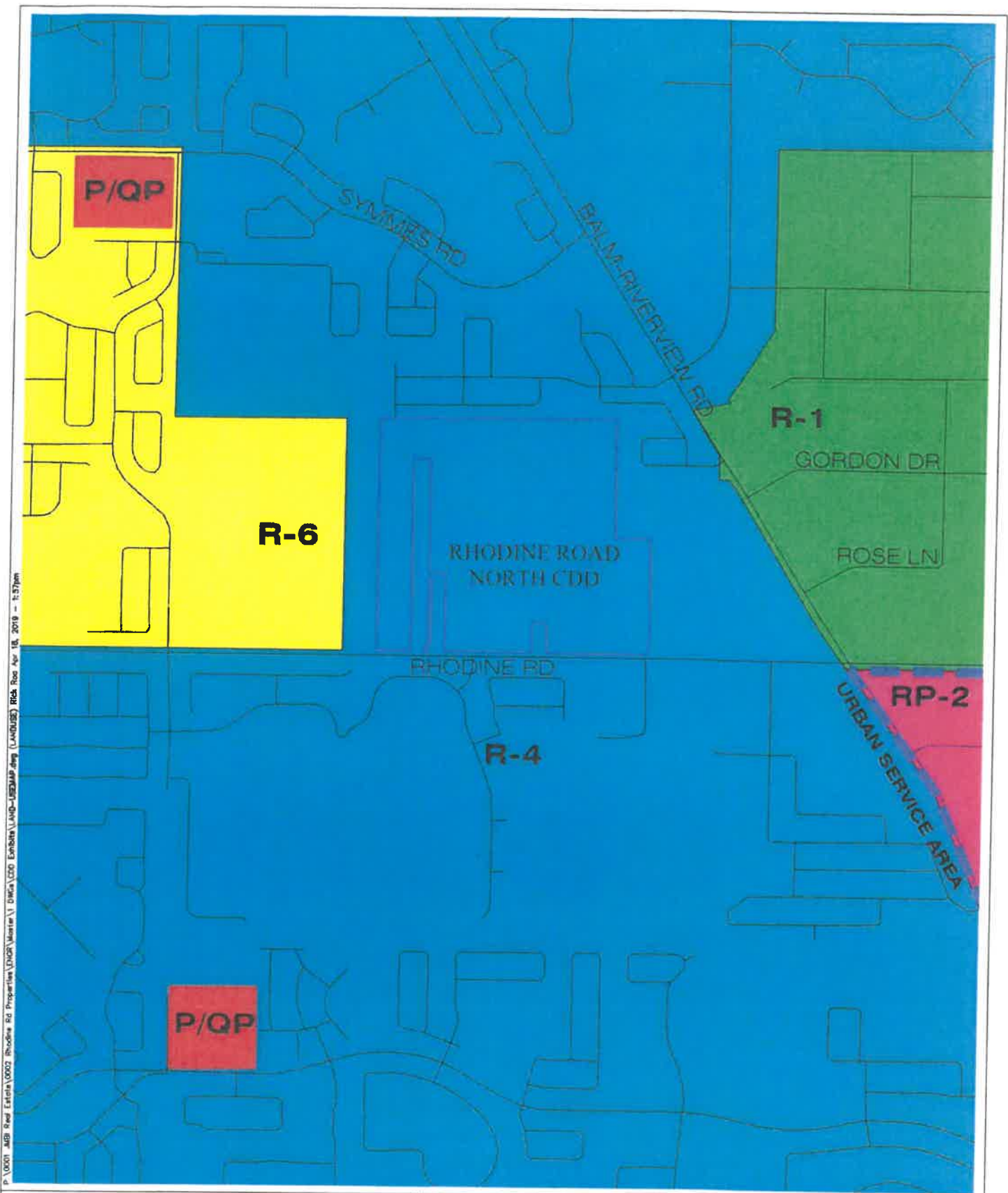
JOB NUMBER
0001.0002

DRAWN BY
ROA

DATE
04-16-2019

SHEET
1

EXHIBIT 7:
FUTURE LAND USE MAP



**ABSOLUTE
ENGINEERING, INC.**

(813) 221-1515 TEL
(813) 344-0100 FAX

1000 N. ASHLEY DRIVE, SUITE 925
TAMPA, FLORIDA 33602
C.A. NO. 28398

FUTURE LAND USE MAP RHODINE ROAD NORTH CDD

SEC TWP RGE
33 30S 20E

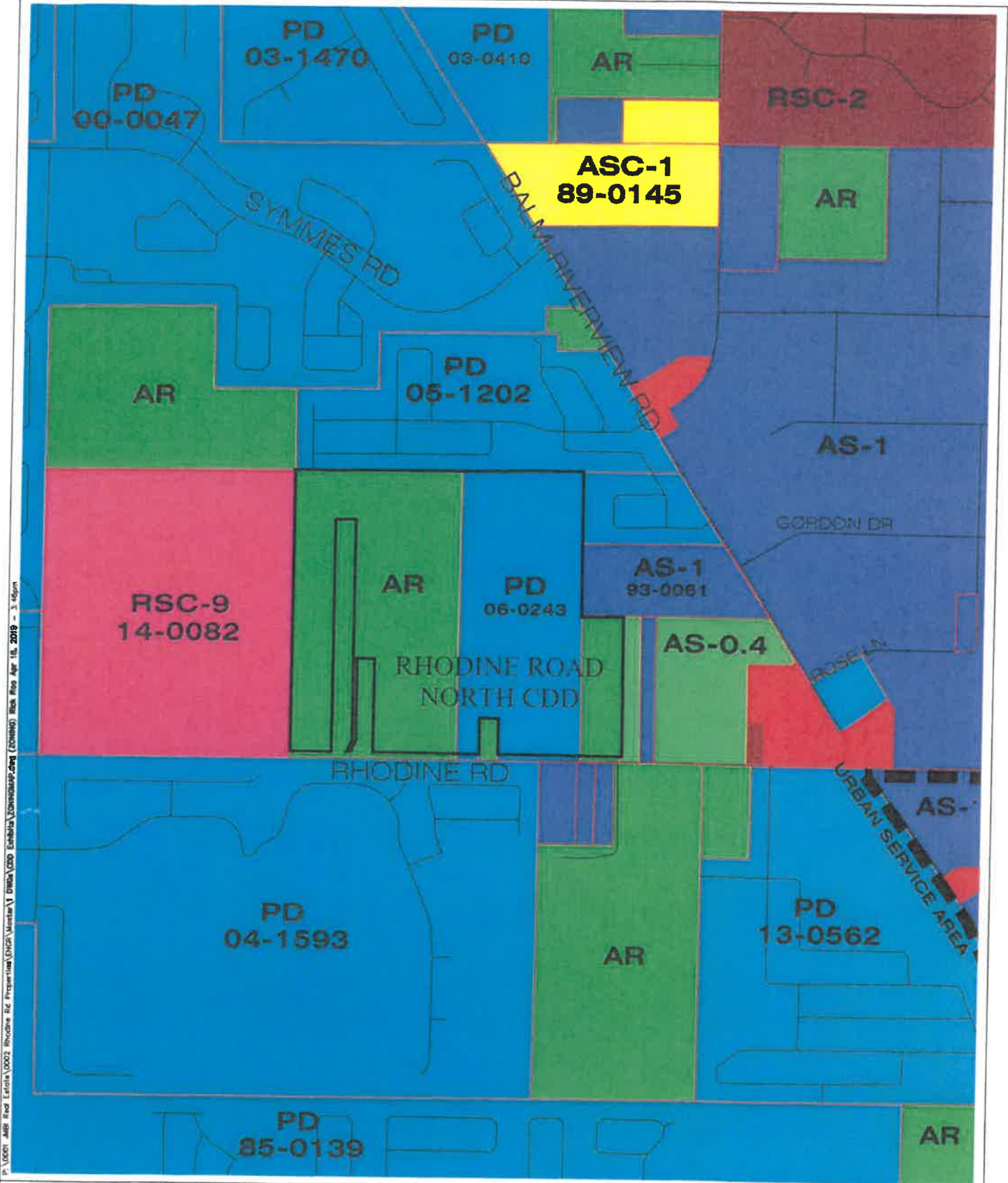
JOB NUMBER
0001.0002

DRAWN BY
ROA

DATE
04-16-2019

SHEET
1

**EXHIBIT 8:
ZONING MAP**



AE ABSOLUTE ENGINEERING, INC.
 (813) 221-1516 TEL 1000 N. ASHLEY DRIVE, SUITE 925
 (813) 344-0100 FAX C.A. NO. 28358 TAMPA, FLORIDA 33602

**ZONING MAP
 RHODINE ROAD NORTH CDD**

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
33 30S 20E	0001.0002	ROA	04-16-2019	1

EXHIBIT B

**SUPPLEMENTAL
ASSESSMENT METHODOLOGY
FOR
RHODINE ROAD NORTH
COMMUNITY DEVELOPMENT DISTRICT**

Date: June 21, 2019

Prepared by

**Governmental Management Services - Central Florida, LLC
135 W. Central Blvd, Suite 320
Orlando, FL 32801**

Table of Contents

1.0 Introduction.....	3
1.1 Purpose.....	3
1.2 Background.....	4
1.3 Special Benefits and General Benefits	5
1.4 Requirements of a Valid Assessment Methodology	5
1.5 Special Benefits Exceed the Costs Allocated	5
2.0 Assessment Methodology	6
2.1 Overview	6
2.2 Allocation of Debt.....	6
2.3 Allocation of Benefit	7
2.4 Lienability Test: Special and Peculiar Benefit to the Property	7
2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments	8
3.0 True-Up Mechanism.....	8
4.0 Assessment Roll.....	9
5.0 Appendix	10
Table 1: Development Program	10
Table 2: Capital Improvement Cost Estimates.....	11
Table 3: Bond Sizing.....	12
Table 4: Allocation of Improvement Costs	13
Table 5: Allocation of Total Par Debt to Each Product Type.....	14
Table 6: Par Debt and Annual Assessments	15
Table 7: Preliminary Assessment Roll	16

GMS-CF, LLC does not represent the Rhodine Road North Community Development District as a Municipal Advisor or Securities Broker nor is GMS-CF, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, GMS-CF, LLC does not provide the Rhodine Road North Community Development District with financial advisory services or offer investment advice in any form.

1.0 Introduction

The Rhodine Road North Community Development District (the "District") is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes as amended. The District has issued \$10,000,000 of tax exempt bonds (the "Bonds") for the purpose of financing certain infrastructure improvements ("Capital Improvement Plan" or "CIP") within the District more specifically described in the Engineer's Report dated December 2018 and amended April 2019, prepared by Absolute Engineering, Inc., and as may be further amended and supplemented from time to time (the "Engineer's Report"). The District anticipates the construction of all or a portion of the Capital Improvement Plan that benefits property described in the CIP. The District currently consists of 102 acres of land. The District is in the process of amending its boundaries to add an additional 17 acres of land adjacent to the District (the "Annexed Parcel"). Upon completion of the annexation of the Annexed Parcel, the District will continue construction of the public infrastructure outlined in the CIP to such Annexed Parcel. Based on the foregoing, the District will issue sufficient Bonds to include public improvements to the Annexed Parcel. The proceeds of the Bonds attributable to the cost of the CIP to the Annexed Parcel will be held in escrow until such time as the annexation is completed. If by the 9th month after the issuance of the Bonds, the conditions to break escrow regarding the Capital Improvement Plan for the Annexed Parcel as described in this Report have not been satisfied, all references to the Annexed Parcel in this report should be disregarded.

1.1 Purpose

This Supplemental Assessment Methodology For Rhodine Road North Community Development District supplements Amended and Restated Master Assessment Methodology, dated May 22, 2019 (the "Assessment Report"), provides for an assessment methodology that allocates the debt to be incurred by the District to benefiting properties within the current District boundaries (the "Assessable Parcels") including the Annexed Parcel (collectively, the "2019 Project"). This Assessment Report allocates the debt to properties based on the special benefits each receives from the Capital Improvement Plan. This Assessment Report will be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds issued to finance all or a portion of the Capital Improvement Plan. This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes, with respect to special assessments and is consistent with our understanding of case law on this subject.

The District intends to impose non-ad valorem special assessments on the benefited lands within the District including the Annexed Parcel, based on this Assessment Report. It is anticipated that all of the proposed special assessments will be collected through the Uniform Method of Collection described in Chapter 197.3632, Florida Statutes, or any other legal means available to the District. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District, a homeowner's association, or any other unit of government.

1.2 Background

The District currently includes approximately 102 acres within Hillsborough County, Florida. The District anticipates the annexation of 17 acres of adjacent lands to the District representing the Annexed Parcel. The development program for the District currently envisions approximately 401 residential units, 324 units are on the Assessable Parcels and 77 units on the Annexed Parcel. The proposed development program is depicted in Table 1. It is recognized that such land use plan may change, and this Assessment Report will be modified or supplemented accordingly.

The District is in the process of annexing adjacent land into the District known as the Annexed Parcel. The Annexed Parcel is 17 acres and is planned for 77 single family units and is owned by James B. Cook. Please reference Table 1 for the unit mix.

The District plans to issue bonds for the CIP costs associated with the Annexed Parcel and such proceeds will be escrowed until the following conditions are satisfied: (1) the Annexed Parcel is formally annexed into the District by Hillsborough County and, (2) District completes its assessment proceedings relating to the Annexed Parcel. Of the estimated \$12,850,000 of proceeds, approximately \$2,350,000 will be escrowed relating to the Annexed Parcel until the aforementioned conditions are satisfied.

The Engineer sets forth the costs associated with the Annexed Parcel in the Engineer's Report and are estimated to be \$2,350,000. The proposed assessment levels and debt per unit, for the Annexed Parcel, once the conditions are satisfied, are reflected in Table 6.

The improvements contemplated by the District in the Capital Improvement Plan will provide facilities that benefit certain property within the District. Specifically, the District will construct and/or acquire certain offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

1. The District Engineer must first determine the public infrastructure improvements that may be provided by the District and the costs to implement the Capital Improvement Plan.
2. The District Engineer determines the assessable acres that benefit from the District's Capital Improvement Plan.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct the Capital Improvement Plan (the "Funding Amount").
4. The Funding Amount is initially divided equally among the benefited properties on a prorated assessable acreage basis. Ultimately, as land is platted, the Funding Amount will be assigned to each of the benefited properties based on the number of platted units.

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create special and peculiar benefits to the property, different in kind and degree than general benefits, for properties within its borders as well as general benefits to the public at large.

However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to property within the District. The implementation of the Capital Improvement Plan enables properties within the Assessable Parcels and Annexed Parcel of the District to be developed. Without the District's Capital Improvement Plan, there would be no infrastructure to support development of land within the District. Without these improvements, development of the property within the District would be prohibited by law.

There is no doubt that the general public and property owners outside of the District will benefit from the provision of the Capital Improvement Plan. However, these benefits will be incidental for the purpose of the 2019 Project, which is designed solely to meet the needs of property within the District. Properties outside of the District boundaries do not depend upon the District's Capital Improvement Plan. The property owners within the District are therefore receiving special benefits not received by those outside the District's boundaries.

1.4 Requirements of a Valid Assessment Methodology

There are two requirements under Florida law for a valid special assessment:

- 1) The properties must receive a special benefit from the improvements being paid for.
- 2) The assessments must be fairly and reasonably allocated to the properties being assessed based on the special benefit such properties receive.

Florida law provides for a wide application of special assessments that meet these two characteristics of special assessments.

1.5 Special Benefits Exceed the Costs Allocated

The special benefits provided to the property owners within the District will be greater than the costs associated with providing these benefits. The District Engineer estimates that the District's Capital Improvement Plan that is necessary to support full development of property within the Assessable Parcels and Annexed Parcel will cost approximately \$9,786,754. The District's Underwriter projects that financing costs required to fund a portion of the Capital Improvement Plan costs, the cost of issuance of the Bonds, the funding of a debt service reserve account and capitalized interest, is

\$10,000,000. Additionally, funding required to complete the District's Capital Improvement Plan is anticipated to be funded by the Developer. Without the Capital Improvement Plan, the property within the Assessable Parcels and Annexed Parcel would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District has issued \$10,000,000 in Bonds to fund a portion of the District's Capital Improvement Plan, provide for capitalized interest, a debt service reserve account and pay costs of issuance. It is the purpose of this Assessment Report to allocate the \$10,000,000 in debt to the properties within the Assessable Parcels and Annexed Parcel benefiting from the Capital Improvement Plan. This report will be supplemented to reflect actual bond terms.

Table 1 identifies the land uses as identified by the Developer within the Assessable Parcels and Annexed Parcel. The District has commissioned an Engineer's Report that includes estimated construction costs for the Capital Improvement Plan needed to support the development, which these construction costs are outlined in Table 2. The improvements needed to support the development are described in detail in the Engineer's Report and are estimated to cost \$9,786,754. Based on the estimated costs, the size of the bond issue under current market conditions needed to generate funds to pay for a portion of the Capital Improvement Plan and related costs was determined by the District's Underwriter to total \$10,000,000. It is anticipated that the District will issue less than the full cost to complete the Capital Improvement Plan. The Developer will pay the cost to complete the Capital Improvement Plan. This obligation is anticipated to be formalized by a Completion Agreement executed at the time of the issuance of bonds. Table 3 shows the breakdown of the bond sizing.

2.2 Allocation of Debt

Allocation of debt is a continuous process until the development plan for the District is completed. Until the platting process occurs, the Capital Improvement Plan funded by District bonds benefits all acres within the Assessable Parcels and Annexed Parcel.

The initial assessments will be levied on an equal basis to all gross acreage within the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. At this point all of the lands within the Assessable Parcels and Annexed Parcel are benefiting from the improvements.

Once platting or the recording of a declaration of condominium of any portion of the District into individual lots or units ("Assigned Properties") has begun, the assessments will be levied to the Assigned Properties based on the benefits they receive, on a first platted, first assigned basis. The "Unassigned Properties" defined as property that has not been platted or subjected to a declaration of condominium, will continue to be assessed on a per acre basis. Eventually the development plan will be completed and the debt relating to the bonds will be allocated to the platted units within the District, which are the beneficiaries of the Capital Improvement Plan, as depicted in Table 5 and Table 6. If there are changes to the development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0.

The assignment of debt in this Assessment Report sets forth the process by which debt is apportioned. As mentioned herein, this Assessment Report will be supplemented from time to time.

2.3 Allocation of Benefit

The Capital Improvement Plan consists of offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features and professional fees along with related incidental costs. There is two product types within the planned development. The single family - 50' home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). Table 4 shows the allocation of benefit to the particular land uses. It is important to note that the benefit derived from the improvements on the particular units exceeds the cost that the units will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed Capital Improvement Plan will provide several types of systems, facilities and services for its residents. These include offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features. These improvements accrue in differing amounts and are somewhat dependent on the type of land use receiving the special benefits peculiar to those properties, which flow from the logical relationship of the improvements to the properties.

Once these determinations are made, they are reviewed in the light of the special benefits peculiar to the property, which flow to the properties as a result of their logical connection from the improvements in fact actually provided.

For the provision of the Capital Improvement Plan, the special and peculiar benefits are:

- 1) the added use of the property,
- 2) added enjoyment of the property, and
- 3) the probability of increased marketability and value of the property.

These special and peculiar benefits are real and ascertainable, but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual non-ad valorem special assessment levied for the improvement or the debt as allocated.

2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Engineer's Report is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type). This is also shown on Table 7 depicting Allocation of Par Debt per Product Type.

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of 2019 Project have been apportioned to the property within the Assessable Parcels and Annexed Parcel according to reasonable estimates of the special and peculiar benefits provided consistent with the land use categories.

Accordingly, no acre or parcel of property within the boundaries of the Assessable Parcels and Annexed Parcel will have a lien for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated units are built and sold as planned, and the entire proposed Capital Improvement Plan is constructed.

3.0 True Up Mechanism

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto for the Developer, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium or site plan is processed, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein. In addition, the District must also prevent any buildup of debt on Unassigned Properties.

Otherwise, the land could be fully conveyed and/or platted without all of the debt being allocated. To preclude this, when platting for 25%, 50%, 75% and 100% of the units planned for platting has occurred within the Assessable Parcels and Annexed Parcel, the District will determine the amount of anticipated assessment revenue that remains on the Unassigned Properties, taking into account the full development plan of the District. If the total anticipated assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service then no debt reduction or true-up payment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of the outstanding bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required.

If a true-up payment is made less than 45 days prior to an interest payment date, the amount of accrued interest will be calculated to the next succeeding interest payment date.

4.0 Assessment Roll

The District will initially distribute the liens across the property within the Assessable Parcels and Annexed Parcel on a gross acreage basis. As Assigned Properties becomes known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan changes, then the District will update Table 6 to reflect the changes as part of the foregoing true-up process. As a result, the assessment liens are neither fixed nor are they determinable with certainty on any acre of land in the District prior to the time final Assigned Properties become known. The current assessment roll is attached as Table 7.

TABLE 1
RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM
SUPPLEMENTAL ASSESSMENT METHODOLOGY

Land Use (1)	District	Annexed Parcel	Total Assessible Units*	ERUs per Unit (2)	Total ERUs
Single Family - 40	278	0	278	0.80	222
Single Family - 50	46	77	123	1.00	123
Total Units	324	77	401		345

(1) Property is pending annexation into the CDD

(2) Benefit is allocated on an ERU basis; based on density of planned development, with Single Family = 1 ERU

* Unit mix is subject to change based on marketing and other factors

TABLE 2
RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT PLAN COST ESTIMATES
SUPPLEMENTAL ASSESSMENT METHODOLOGY

Capital Improvement Plan ("CIP") (1)	Assessable Parcels	Annexed Parcel(2)	Cost Estimate
Offsite Improvements	\$ 423,006	\$ 84,000	\$ 507,006
Stormwater Management	\$ 4,094,054	\$ 962,232	\$ 5,056,286
Utilities (Water, Sewer, & Street Lighting)	\$ 1,220,709	\$ 328,721	\$ 1,549,430
Roadway	\$ 989,387	\$ 223,645	\$ 1,213,032
Entry Feature	\$ 220,000	\$ 30,000	\$ 250,000
Parks and Amenities	\$ 580,000	\$ 138,000	\$ 718,000
Contingencies	\$ 400,000	\$ 93,000	\$ 493,000
	\$ 7,927,156	\$ 1,859,598	\$ 9,786,754

(1) A detailed description of these improvements is provided in the Engineer's Report dated April, 2019.

(2) Property is pending annexation into the CDD

TABLE 3
RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT
BOND SIZING
SUPPLEMENTAL ASSESSMENT METHODOLOGY

Bond Sizing

Description	Total
Construction Funds	\$ 8,585,600
Debt Service Reserve	\$ 618,188
Capitalized Interest	\$ 377,488
Underwriters Discount	\$ 200,000
Cost of Issuance	\$ 218,725
Contingency	\$ -
Par Amount*	\$ 10,000,000

Bond Assumptions:

Average Coupon Rate	4.63%
Amortization	30 years
Capitalized Interest	10 months
Debt Service Reserve	Max Annual
Underwriters Discount	2%

* Par amount is subject to change based on the actual terms upon sale of the bonds

TABLE 4
RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF BENEFIT
SUPPLEMENTAL ASSESSMENT METHODOLOGY

Land Use	No. of Units (1)	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product	Allocation of Par Debt Per Product	Benefit Per Unit
<u>With Annexation</u>							
Single Family 40	278	0.8	222	64%	\$ 6,301,604	\$ 6,438,911	\$ 23,162
Single Family 50	123	1	123	36%	\$ 3,485,150	\$ 3,561,089	\$ 28,952
	<u>401</u>		<u>345.4</u>		<u>\$ 9,786,754</u>	<u>\$ 10,000,000</u>	

(1) Unit mix is subject to change based on marketing and other factors

TABLE 5
RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF TOTAL PAR DEBT TO EACH PRODUCT TYPE
SUPPLEMENTAL ASSESSMENT METHODOLOGY

Land Use	No. of Units (1)	Total Improvements Costs Per Product Type	Allocation of Par Debt Per Product Type	Par Debt Per Unit
Single Family 40	278	\$ 6,301,604	\$ 6,438,911	\$23,162
Single Family 50	123	\$ 3,485,150	\$ 3,561,089	\$28,952
	401	\$ 9,786,754	\$ 10,000,000	

(1) Unit mix is subject to change based on marketing and other factors

TABLE 6
RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
SUPPLEMENTAL ASSESSMENT METHODOLOGY

Land Use	No. of Units (1)	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (2)
Single Family 40	278	\$ 6,438,911	\$ 23,162	\$ 398,045	\$ 1,432	\$ 1,523
Single Family 50	123	\$ 3,561,089	\$ 28,952	\$ 220,142	\$ 1,790	\$ 1,904
	401	\$ 10,000,000		\$ 618,188		

(1) Unit mix is subject to change based on marketing and other factors

(2) This amount includes 6% collection fees and early payment discounts when collected on the Hillsborough County Tax Bill

TABLE 7
RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY ASSESSMENT ROLL
SUPPLEMENTAL ASSESSMENT METHODOLOGY

Property with Annexation

Owner	Property ID #'s(1)	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
District						
JMBI Real Estate, LLC	077290-0000	5	\$ 83,773	\$ 456,564	\$ 28,224	\$ 30,026
JMBI Real Estate, LLC	077290-0200	6	\$ 83,773	\$ 495,099	\$ 30,606	\$ 32,560
JMBI Real Estate, LLC	077290-0300	5	\$ 83,773	\$ 408,813	\$ 25,272	\$ 26,885
JMBI Real Estate, LLC	077296-0005	6	\$ 83,773	\$ 526,095	\$ 32,523	\$ 34,598
JMBI Real Estate, LLC	077309-0000	7	\$ 83,773	\$ 615,733	\$ 38,064	\$ 40,493
JMBI Real Estate, LLC	077310-0100	1	\$ 83,773	\$ 83,773	\$ 5,179	\$ 5,509
JMBI Real Estate, LLC	077310-0000	10	\$ 83,773	\$ 837,731	\$ 51,788	\$ 55,093
JMBI Real Estate, LLC	077310-0010	7	\$ 83,773	\$ 624,110	\$ 38,582	\$ 41,044
JMBI Real Estate, LLC	077311-0000	18	\$ 83,773	\$ 1,466,030	\$ 90,628	\$ 96,413
James Thomas Hill Jr.	077296-0057	1	\$ 83,773	\$ 121,471	\$ 7,509	\$ 7,988
Philippe Langelier	077297-0000	17	\$ 83,773	\$ 1,461,841	\$ 90,369	\$ 96,137
James W. Bishop	077298-0000	17	\$ 83,773	\$ 1,457,653	\$ 90,110	\$ 95,862
Subtotal		102		\$ 8,554,913	\$ 528,854	\$ 562,611
Annexed Parcels						
Joseph B. Cook	077291-0005	17	\$ 83,773	\$ 1,445,087	\$ 89,333	\$ 95,036
Totals		119		\$ 10,000,000	\$ 618,188	\$ 657,646

Annual Assessment Periods	30
Average Coupon Rate (%)	4.63%
Maximum Annual Debt Service	\$618,188

(1) This amount includes 6% to cover collection fees and early payment discounts when collected utilizing the uniform method.

Prepared by: Governmental Management Services - Central Florida, LLC

SECTION VIII

RESOLUTION 2019-50

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE RHODINE ROAD NORTH COMMUNITY
DEVELOPMENT DISTRICT SETTING A PUBLIC
HEARING TO BE HELD ON _____,
_____, AT _____:_____.M. AT THE OFFICES
OF _____,**

**FOR THE PURPOSE OF HEARING PUBLIC COMMENT
ON IMPOSING SPECIAL ASSESSMENTS ON CERTAIN
PROPERTY WITHIN THE DISTRICT GENERALLY
DESCRIBED AS THE RHODINE ROAD NORTH
COMMUNITY DEVELOPMENT DISTRICT IN
ACCORDANCE WITH CHAPTERS 170, 190 AND 197,
FLORIDA STATUTES.**

WHEREAS, the Board of Supervisors of the Rhodine Road North Community Development District (the “Board”) has previously adopted Resolution 2019-50 entitled:

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE RHODINE ROAD NORTH COMMUNITY
DEVELOPMENT DISTRICT ADOPTING AND
CONFIRMING THE AMENDED AND RE-STATED
MASTER ASSESSMENT METHODOLOGY REPORT;
ADOPTING AND CONFIRMING THE FIRST
AMENDMENT TO THE ENGINEER’S REPORT;
DECLARING SPECIAL ASSESSMENTS; INDICATING
THE LOCATION, NATURE AND ESTIMATED COST OF
THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE
COST IS TO BE DEFRAID BY THE SPECIAL
ASSESSMENTS; PROVIDING THE MANNER IN WHICH
SUCH SPECIAL ASSESSMENTS SHALL BE MADE;
PROVIDING WHEN SUCH SPECIAL ASSESSMENTS
SHALL BE PAID; DESIGNATING LANDS UPON WHICH
THE SPECIAL ASSESSMENTS SHALL BE LEVIED;
PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING
A PRELIMINARY ASSESSMENT ROLL; PROVIDING
FOR PUBLICATION OF THIS RESOLUTION.**

WHEREAS, in accordance with Resolution 2019-50, a Preliminary Special Assessment Roll has been prepared and all other conditions precedent set forth in Chapters 170, 190 and 197, *Florida Statutes*, to the holding of the aforementioned public hearing have been satisfied, and the roll and related documents are available for public inspection at the offices of the District Manager, 135 West Central Boulevard, Suite 320, Orlando, Florida 32801 (the “District Office”).

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. There is hereby declared a public hearing to be held at _____ : _____ .m. on _____, _____, at the offices of _____

for the purpose of hearing comment and objections to the proposed special assessment program for District improvements as identified in the Preliminary Special Assessment Roll, a copy of which is on file. Affected parties may appear at that hearing or submit their comments in writing prior to the hearing to the office of the District Manager 135 West Central Boulevard, Suite 320, Orlando, Florida 32801.

SECTION 2. Notice of said hearing shall be advertised in accordance with Chapters 170, 190 and 197, *Florida Statutes*, and the District Manager is hereby authorized and directed to place said notice in a newspaper(s) of general circulation within Hillsborough County (by two publications one week apart with the first publication at least twenty (20) days prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days' written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

SECTION 3. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 11th day of September 2019.

ATTEST:

**RHODINE ROAD NORTH
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

SECTION IX

RESOLUTION 2019-51

A RESOLUTION AMENDING RESOLUTION 2019-39 DESIGNATING A DATE FOR THE PUBLIC HEARING ON THE BUDGET FOR FISCAL YEAR 2020; PROVIDING AN EFFECTIVE DATE

WHEREAS, the Rhodine Road North Community Development District (the “District”) Board of Supervisors (“Board”) previously adopted Resolution 2019-39 designating the date, time and location for the public hearing on the District’s Budget for Fiscal Year 2020; and

WHEREAS, the Board desires to designate a new date for the public hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The date of the District’s public hearing on the Budget for Fiscal Year 2020 is changed to the following: October 2, 2019. The location and time of said public hearing shall remain the same: The Holiday Inn Express, 2102 N. Park Rd., Plant City, Florida 33563, at 11:30 a.m.

SECTION 2. The District Manager shall use the above date, time and location in providing notices required by Florida Law.

SECTION 3. Except as amended herein, Resolution 2019-39 shall remain unchanged and in full force and effect.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 11th day of September 2019.

ATTEST:

**RHODINE ROAD NORTH
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

SECTION X

This space reserved for use
Clerk of the Circuit Court

This Instrument Prepared by
and return to:

Roy Van Wyk, Esq.
HOPPING GREEN & SAMS, P.A.
119 S. Monroe Street, Suite 300 (32301)
Post Office Box 6526
Tallahassee, Florida 32314

**NOTICE OF BOUNDARY AMENDMENT OF THE
RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT**

PLEASE TAKE NOTICE that on August 13, 2019, the Board of County Commissioners in and for Hillsborough County, Florida adopted Ordinance No. 19-18, effective August 15, 2019, amending the boundaries of the Rhodine Road North Community Development District (“District”). The legal description of the lands encompassed within the District, after amendment, is attached hereto as Exhibit “A.” The Rhodine Road North Community Development District was established by Hillsborough County Ordinance No. 18-35, which became effective on December 12, 2018. The District is a special-purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*. More information on the powers, responsibilities, and duties of the District may be obtained by examining Chapter 190, *Florida Statutes*, or by contacting the District’s registered agent as designated to the Department of Economic Opportunity in accordance with Section 189.014, *Florida Statutes*.

**THE RHODINE ROAD NORTH COMMUNITY DEVELOPMENT
DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH
TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND**

ASSESSMENTS PAY THE CONSTRUCTION, OPERATION AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENT TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

IN WITNESS WHEREOF, this Notice has been executed on this _____ day of _____, 2019, and recorded in the Official Records of Hillsborough County, Florida.

**RHODINE ROAD NORTH COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Warren K. ("Rennie") Heath II, Chairman

Witness

Witness

Print Name

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Warren K. ("Rennie") Heath II, Chairman of the Rhodine Road North Community Development District, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

(NOTARY SEAL)

Notary Public, State of Florida
Print Name: _____
Commission No.: _____ Expires: _____

EXHIBIT A

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN GOVERNMENT LOTS 1, 2 IN THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 30 SOUTH, RANGE 20 EAST AND GOVERNMENT LOT 3 IN THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 30 SOUTH, RANGE 20 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
AS A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF GOVERNMENT LOT 2 AND THE SOUTHEAST CORNER OF GOVERNMENT LOT 3, IN SECTION 33, TOWNSHIP 30 SOUTH, RANGE 20 EAST HILLSBOROUGH COUNTY, FLORIDA AND PROCEED N 00°08'25" E, ALONG THE WEST BOUNDARY OF SAID GOVERNMENT LOT 2 AND THE EAST BOUNDARY OF SAID GOVERNMENT LOT 3, A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF RHODINE ROAD AND THE SOUTHEAST CORNER OF THAT CERTAIN TRACT DESCRIBED IN OFFICIAL RECORDS BOOK 1952B, PAGE 1461, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE N 00°08'25" E, ALONG THE WEST BOUNDARY OF SAID GOVERNMENT LOT 2 AND THE EAST BOUNDARY OF SAID GOVERNMENT LOT 3 AND THE EAST BOUNDARY OF SAID TRACT, A DISTANCE OF 755.07 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE N 89°51'10" W, ALONG THE NORTH BOUNDARY OF SAID TRACT, A DISTANCE OF 135.55 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE S 00°08'56" W, ALONG THE WEST BOUNDARY OF SAID TRACT, A DISTANCE OF 658.98 FEET; THENCE S 24°21'49" W, A DISTANCE OF 105.23 FEET TO A POINT ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF RHODINE ROAD; THENCE N 89°48'49" W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 31.51 FEET; THENCE N 25°01'20" E, A DISTANCE OF 105.61 FEET TO A POINT ON THE EAST BOUNDARY OF THE WEST 1/66.00 FEET OF THE EAST 1/4 OF SAID GOVERNMENT LOT 3; THENCE N 00°10'37" E, ALONG SAID EAST BOUNDARY, A DISTANCE OF 1780.95 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTH 3/4 OF THE EAST 1/4 OF SAID GOVERNMENT LOT 3; THENCE S 89°58'48" W, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 166.00 FEET TO A POINT ON THE WEST BOUNDARY OF THE EAST 1/4 OF SAID GOVERNMENT LOT 3; THENCE S 00°10'16" W, ALONG SAID WEST BOUNDARY, A DISTANCE OF 1876.19 FEET TO A POINT ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF RHODINE ROAD; THENCE N 89°48'49" W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 331.81 FEET TO A POINT ON THE WEST BOUNDARY OF THE WEST 1/2 OF THE EAST 1/4 OF GOVERNMENT LOT 3; THENCE N 00°12'38" E, ALONG SAID WEST BOUNDARY, A DISTANCE OF 2268.99 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID GOVERNMENT LOT 3 AND THE SOUTH BOUNDARY OF ESTUARY PHASE 3 AS RECORDED IN PLAT BOOK 121, PAGE 85 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE N 89°58'44" E, ALONG SAID NORTH AND SOUTH BOUNDARIES, A DISTANCE OF 660.81 FEET TO THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 3 AND THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 2; THENCE N 89°43'14" E, ALONG THE NORTH BOUNDARIES OF SAID GOVERNMENT LOTS 1 AND 2 AND THE SOUTH BOUNDARY OF SAID ESTUARY PHASE 3 AND THE SOUTH BOUNDARY OF ESTUARY PHASE 2 AS RECORDED IN PLAT BOOK 120, PAGE 211 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA AND THE SOUTH BOUNDARY OF ESTUARY PHASE 1 AND 4 AS RECORDED IN PLAT BOOK 119, PAGE 91 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, A DISTANCE OF 1650.73 FEET TO A POINT ON THE WEST BOUNDARY OF TRACT A—DRAINAGE AS SHOWN ON SAID ESTUARY PHASE 1 AND 4; THENCE S 00°00'16" W, ALONG SAID WEST BOUNDARY AND THE WEST BOUNDARY OF ESTUARY PHASE 5 AS RECORDED IN PLAT BOOK 123, PAGE 35 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA AND THE WEST BOUNDARY OF MASSARO MINOR SUBDIVISION AS RECORDED IN MINOR SUBDIVISION BOOK 1, PAGE 36 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, A DISTANCE OF 1170.14 FEET TO THE SOUTHWEST CORNER OF SAID MASSARO MINOR SUBDIVISION; THENCE N 89°50'36" E, ALONG THE SOUTH BOUNDARY OF SAID MASSARO MINOR SUBDIVISION, A DISTANCE OF 338.13 FEET; THENCE S 00°05'10" E, A DISTANCE OF 1125.65 FEET TO A POINT ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF RHODINE ROAD; THENCE N 89°33'25" W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1001.80 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN TRACT DESCRIBED IN OFFICIAL RECORDS BOOK 23196, PAGE 1916, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE N 00°05'08" E, ALONG THE EAST BOUNDARY OF SAID TRACT, A DISTANCE OF 290.86 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE N 89°38'48" W, ALONG THE NORTH BOUNDARY OF SAID TRACT, A DISTANCE OF 150.16 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE S 00°03'14" W, ALONG THE WEST BOUNDARY OF SAID TRACT, A DISTANCE OF 290.62 FEET TO THE SOUTHWEST CORNER OF SAID TRACT AND A POINT ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF RHODINE ROAD; THENCE N 89°33'25" W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 844.25 FEET TO THE POINT OF BEGINNING.

SECTION XI

**ASSIGNMENT OF PERSONNEL LEASING AGREEMENT BETWEEN RHODINE ROAD NORTH
COMMUNITY DEVELOPMENT DISTRICT AND JMBI REAL ESTATE, LLC**

THIS ASSIGNMENT OF THE PERSONNEL LEASING AGREEMENT BETWEEN RHODINE ROAD NORTH COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") AND JMBI REAL ESTATE, LLC, IS MADE THIS ____ DAY OF AUGUST, 2019, BY AND BETWEEN JMBI REAL ESTATE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, WITH A MAILING ADDRESS OF 346 E. CENTRAL AVENUE, WINTER HAVEN, FLORIDA 33880 ("ASSIGNOR"), AND RIDGEWOOD, LLC, A FLORIDA LIMITED LIABILITY COMPANY, WITH A MAILING ADDRESS OF 2300 N. SCENIC HWY., ML 50, LAKE WALES, FLORIDA 33898 ("ASSIGNEE").

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure in conjunction with the development of lands within the District; and

WHEREAS, the District has entered into a Personnel Leasing Agreement with Assignor to provide staff to oversee the construction of infrastructure improvements to the lands within the District; and

WHEREAS, Assignor and the District entered into that *Personnel Leasing Agreement*, dated August 7, 2019, attached hereto as **Exhibit A ("Agreement")**, regarding construction administration services; and

WHEREAS, Assignee has purchased from Assignor, the majority of the land within the District and is now the primary developer of lands within the District boundaries and the lands located within the District; and

WHEREAS, Assignor desires to assign all its rights, duties, and obligations under the Agreement, to Assignee, as the primary developer of the lands located within the District; and

WHEREAS, Assignee desires to accept such assignment; and

WHEREAS, the District desires to express that it agrees with and has no objection to such assignment.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the Assignee and the Assignor agree as follows:

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

2. ASSIGNMENT OF AGREEMENT. Assignor hereby assigns to Assignee all of Assignor's rights, duties, and obligations under the Agreement. Assignee hereby accepts the foregoing assignment and assumes all of Assignor's rights, duties, and obligations under the Agreement as of the date written above. The District hereby consents to this Assignment.

3. NOTICES. Upon this Assignment, all future notices pursuant to the Agreement shall be in writing and shall be delivered to the Assignee and District as follows:

(A) If to the District: Rhodine Road North Community
Development District
135 West Central Boulevard, Suite 320
Orlando, Florida 32801
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Post Office Box 6526
Tallahassee, Florida 32314
Attn: Roy Van Wyk

(B) If to Assignee: Ridgewood, LLC
2300 N. Scenic Highway, ML 50
Lake Wales, Florida 33898
Attn: John D. Alexander

With a copy to: Straughn & Turner, P.A.
255 Magnolia Avenue SW
Winter Haven, Florida 33880
Attn: Richard E. Straughn

4. EXECUTION IN COUNTERPARTS. This Assignment may be executed in one or more counterparts which, when assembled, shall constitute one integrated whole.

{SIGNATURES SET FORTH ON THE FOLLOWING PAGES}

ACKNOWLEDGED BY:

**RHODINE ROAD NORTH
COMMUNITY DEVELOPMENT DISTRICT**

ASSIGNOR:

JMBI REAL ESTATE, LLC,
a Florida limited liability company

Vice Chairperson, Board of Supervisors

By: Warren K. "Rennie" Heath II
Its: Manager

ASSIGNEE:

RIDGEWOOD, LLC
a Florida limited liability company

Atlantic Property Company, LLC
Its: Manager

By: John D. Alexander
Its: Manager

Exhibit A: *Personnel Leasing Agreement*

SECTION XII

SECTION C

SECTION 1

Rhodine Road North
Community Development District

Summary of Checks

July 30, 2019 to August 26, 2019

Bank	Date	Check No.'s	Amount	
General Fund	8/23/19	20-Jan	\$	464.50
			\$	464.50
			\$	464.50

[illegible]

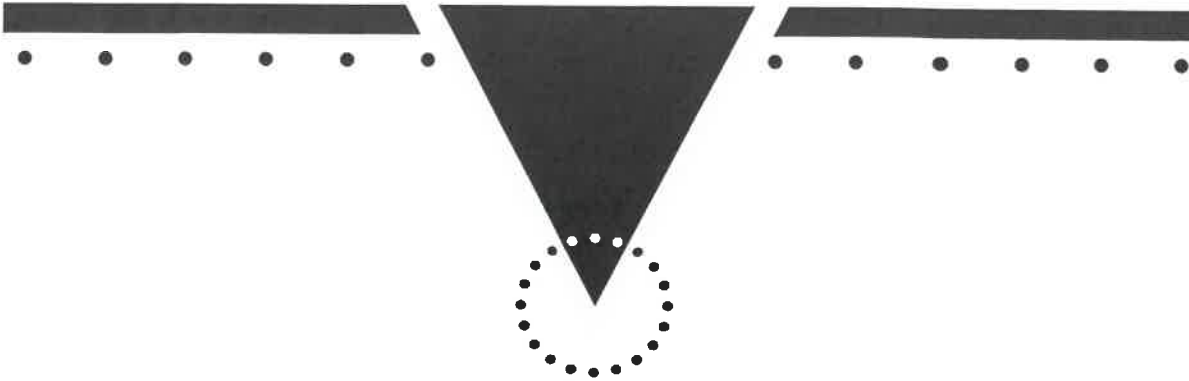
PAGE 1

CHECK DATE	VEND#	.....INVOICE..... DATE	...EXPENSED TO... INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
8/23/19	00008	7/26/19	802724	201907	310-51300-48000					*	182.00		
			BOARD OF SUPER MTG 07/26										
		8/12/19	00000058	201908	310-51300-48000					*	282.50		
			RQST FOR AUDIT PROP 8/9										
												TIMES PUBLISHING COMPANY	
												464.50 000020	

TOTAL FOR BANK A											464.50		
TOTAL FOR REGISTER											464.50		

RRNC RHODINE ROAD N KCOSTA

SECTION 2



RHODINE ROAD NORTH

Community Development District

Unaudited Financial Reporting

July 31, 2019

GMS



Table of Contents

1	<u>Balance Sheet</u>
2	<u>General Fund Income Statement</u>
3	<u>Debt Service Fund Income Statement</u>
4	<u>Capital Projects Fund Income Statement</u>
5	<u>Month to Month</u>
6	<u>Developer Contribution Schedule</u>
7	<u>Long Term Debt Report</u>
8	<u>Series 2019 Construction Schedule</u>

RHODINE ROAD NORTH
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
July 31, 2019

	General Fund	Debt Service Fund	Capital Projects Fund	Totals FY19
<u>ASSETS:</u>				
<u>CASH</u>				
OPERATING ACCOUNT	\$5,789	---	---	\$5,789
<u>SERIES 2019</u>				
RESERVE	---	\$618,188	---	\$618,188
REVENUE	---	\$162	---	\$162
INTEREST	---	\$377,488	---	\$377,488
CONSTRUCTION	---	---	\$6,167,342	\$6,167,342
COST OF ISSUANCE	---	---	\$64,112	\$64,112
ESCROW	---	---	\$2,235,363	\$2,235,363
DUE FROM DEVELOPER	\$20,000	---	---	\$20,000
TOTAL ASSETS	\$25,789	\$995,837	\$8,466,817	\$9,488,443
<u>LIABILITIES:</u>				
ACCOUNTS PAYABLE	\$29,575	---	---	\$29,575
<u>FUND EQUITY:</u>				
FUND BALANCES:				
UNASSIGNED	(\$3,785)	---	---	(\$3,785)
RESERVED FOR DEBT SERVICE	---	\$995,837	---	\$995,837
RESERVED FOR CAPITAL PROJECTS	---	---	\$8,466,817	\$8,466,817
TOTAL LIABILITIES & FUND EQUITY	\$25,789	\$995,837	\$8,466,817	\$9,488,443

RHODINE ROAD NORTH

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending July 31, 2019

	ADOPTED BUDGET	PRORATED BUDGET THRU 07/31/19	ACTUAL THRU 07/31/19	VARIANCE
<u>REVENUES:</u>				
DEVELOPER CONTRIBUTIONS	\$97,707	\$60,000	\$60,000	\$0
TOTAL REVENUES	\$97,707	\$60,000	\$60,000	\$0
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
SUPERVISORS FEES	\$10,000	\$8,000	\$5,800	\$2,200
FICA EXPENSE	\$765	\$612	\$0	\$612
ENGINEERING	\$10,000	\$8,000	\$0	\$8,000
ATTORNEY	\$25,000	\$20,000	\$18,924	\$1,076
MANAGEMENT FEES	\$29,167	\$23,333	\$21,640	\$1,694
INFORMATION TECHNOLOGY	\$3,750	\$3,000	\$2,533	\$467
TELEPHONE	\$250	\$200	\$48	\$152
POSTAGE	\$850	\$680	\$104	\$576
INSURANCE	\$5,000	\$5,000	\$3,918	\$1,082
PRINTING & BINDING	\$850	\$680	\$1,016	(\$336)
LEGAL ADVERTISING	\$10,000	\$8,000	\$7,199	\$801
OTHER CURRENT CHARGES	\$850	\$680	\$2,363	(\$1,683)
OFFICE SUPPLIES	\$500	\$400	\$90	\$310
TRAVEL PER DIEM	\$550	\$440	\$0	\$440
DUES, LICENSES, & SUBSCRIPTIONS	\$175	\$175	\$150	\$25
TOTAL ADMINISTRATIVE:	\$97,707	\$79,200	\$63,785	\$15,415
TOTAL EXPENDITURES	\$97,707	\$79,200	\$63,785	\$15,415
EXCESS REVENUES (EXPENDITURES)	\$0		(\$3,785)	
FUND BALANCE - BEGINNING	\$0		\$0	
FUND BALANCE - ENDING	\$0		(\$3,785)	

RHODINE ROAD NORTH
COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND

Statement of Revenues & Expenditures

For The Period Ending July 31, 2019

	ADOPTED BUDGET	PRORATED BUDGET THRU 07/31/19	ACTUAL THRU 07/31/19	VARIANCE
<u>REVENUES:</u>				
BOND PROCEEDS	\$0	\$0	\$995,675	\$995,675
INTEREST	\$0	\$0	\$162	\$162
TOTAL REVENUES	\$0	\$0	\$995,837	\$995,837
<u>EXPENDITURES:</u>				
PRINCIPAL PAYMENT - 11/1	\$0	\$0	\$0	\$0
INTEREST PAYMENT - 11/1	\$0	\$0	\$0	\$0
INTEREST PAYMENT - 5/1	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0
EXCESS REVENUES (EXPENDITURES)	\$0		\$995,837	
FUND BALANCE - BEGINNING	\$0		\$0	
FUND BALANCE - ENDING	\$0		\$995,837	

RHODINE ROAD NORTH
COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS FUND
Statement of Revenues & Expenditures
For The Period Ending July 31, 2019

	ADOPTED BUDGET	PRORATED BUDGET THRU 07/31/19	ACTUAL THRU 07/31/19	VARIANCE
<u>REVENUES:</u>				
BOND PROCEEDS	\$0	\$0	\$9,004,325	\$9,004,325
INTEREST	\$0	\$0	\$1,407	\$1,407
TOTAL REVENUES	\$0	\$0	\$9,005,732	\$9,005,732
<u>EXPENDITURES:</u>				
CAPITAL OUTLAY - CONSTRUCTION	\$0	\$0	\$184,290	(\$184,290)
CAPITAL OUTLAY - COST OF ISSUANCE	\$0	\$0	\$354,625	(\$354,625)
TOTAL EXPENDITURES	\$0	\$0	\$538,915	(\$538,915)
EXCESS REVENUES (EXPENDITURES)	\$0		\$8,466,817	
FUND BALANCE - BEGINNING	\$0		\$0	
FUND BALANCE - ENDING	\$0		\$8,466,817	

RHODINE ROAD NORTH
Community Development District

REVENUES:

DEVELOPER CONTRIBUTIONS

TOTAL REVENUES

EXPENDITURES:

ADMINISTRATIVE:

SUPERVISORS FEES

FICA EXPENSE

ENGINEERING

ATTORNEY

MANAGEMENT FEES

INFORMATION TECHNOLOGY

TELEPHONE

POSTAGE

INSURANCE

PRINTING & BINDING

LEGAL ADVERTISING

OTHER CURRENT CHARGES

OFFICE SUPPLIES

TRAVEL PER DIEM

DUES, LICENSES, & SUBSCRIPTIONS

TOTAL ADMINISTRATIVE

TOTAL EXPENDITURES

EXCESS REVENUES/(EXPENDITURES)

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
DEVELOPER CONTRIBUTIONS	\$0	\$0	\$20,000	\$0	\$0	\$20,000	\$0	\$20,000	\$0	\$0	\$0	\$0	\$60,000
TOTAL REVENUES	\$0	\$0	\$20,000	\$0	\$0	\$20,000	\$0	\$20,000	\$0	\$0	\$0	\$0	\$60,000
<u>EXPENDITURES:</u>													
<u>ADMINISTRATIVE:</u>													
SUPERVISORS FEES	\$0	\$0	\$800	\$0	\$1,800	\$1,000	\$0	\$1,400	\$800	\$0	\$0	\$0	\$5,800
FICA EXPENSE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ENGINEERING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ATTORNEY	\$0	\$0	\$3,576	\$1,866	\$5,017	\$691	\$1,449	\$5,091	\$1,233	\$0	\$0	\$0	\$18,924
MANAGEMENT FEES	\$0	\$0	\$1,223	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$0	\$0	\$21,640
INFORMATION TECHNOLOGY	\$0	\$0	\$84	\$1,700	\$200	\$249	\$75	\$75	\$75	\$75	\$0	\$0	\$2,533
TELEPHONE	\$0	\$0	\$0	\$0	\$10	\$6	\$13	\$0	\$13	\$6	\$0	\$0	\$48
POSTAGE	\$0	\$0	\$0	\$0	\$16	\$11	\$20	\$1	\$53	\$3	\$0	\$0	\$104
INSURANCE	\$0	\$0	\$3,918	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,918
PRINTING & BINDING	\$0	\$0	\$0	\$0	\$354	\$131	\$11	\$6	\$341	\$173	\$0	\$0	\$1,016
LEGAL ADVERTISING	\$0	\$0	\$0	\$1,746	\$1,692	\$310	\$310	\$0	\$2,960	\$182	\$0	\$0	\$7,199
OTHER CURRENT CHARGES	\$0	\$0	\$0	\$0	\$166	\$42	\$332	\$1,668	\$0	\$155	\$0	\$0	\$2,363
OFFICE SUPPLIES	\$0	\$0	\$0	\$0	\$0	\$36	\$18	\$0	\$18	\$18	\$0	\$0	\$90
TRAVEL PER DIEM	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DUES, LICENSES, & SUBSCRIPTIONS	\$0	\$0	\$0	\$150	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150
TOTAL ADMINISTRATIVE	\$0	\$0	\$9,601	\$8,379	\$12,172	\$5,391	\$5,144	\$11,158	\$8,412	\$3,529	\$0	\$0	\$63,785
TOTAL EXPENDITURES	\$0	\$0	\$9,601	\$8,379	\$12,172	\$5,391	\$5,144	\$11,158	\$8,412	\$3,529	\$0	\$0	\$63,785
EXCESS REVENUES/(EXPENDITURES)	\$0	\$0	\$10,399	(\$8,379)	(\$12,172)	\$14,609	(\$5,144)	\$8,842	(\$8,412)	(\$3,529)	\$0	\$0	(\$3,785)

**Rhodine Road North Community Development District
Developer Contributions/Due from Developer**

Funding Request #	Prepared Date	Payment Received Date	Check/Wire Amount	Total Funding Request	General Fund Portion (FY19)	Over and (short) Balance Due
1	12/12/18	5/1/19	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ -
2	3/20/19	5/1/19	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ -
3	5/15/19		\$ -	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00

Due from Developer	\$ 40,000.00	\$ 60,000.00	\$ 60,000.00	\$ 20,000.00
--------------------	--------------	--------------	--------------	--------------

Total Developer Contributions FY19 \$ 60,000.00

RHODINE ROAD NORTH
Community Development District
LONG TERM DEBT REPORT

SERIES 2019, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATE:	3.500%, 4.000%, 4.500%, 4.750%	
MATURITY DATE:	5/1/2050	
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$618,188	
RESERVE FUND BALANCE	\$618,188	
BONDS OUTSTANDING - 06/28/19		\$10,000,000
CURRENT BONDS OUTSTANDING		\$10,000,000

RHODINE ROAD NORTH
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Revenue Bonds, Series 2019

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2019				
7/25/19	1	QGS Development, Inc.	Pay Application: 197195000001 - Construction through 05/31/19	\$ 55,168.80
7/25/19	3	Hopping, Green & Sams	Invoice: 107696 - Prepare and finalize construction contract	\$ 1,825.10
7/25/19	4	Absolute Engineering, Inc.	Invoice: 20033 - Engineering through 05/26/19	\$ 470.00
7/25/19	5	Heath Construction & Management, LLC	Invoices: 147, 168, 176, 187 & 198 - Construction Management 04/01/19 to 06/15/19	\$ 15,000.00
7/29/19	2	QGS Development, Inc.	Pay Application: 197195000002 - Construction through 06/30/19	\$ 111,826.23
TOTAL				\$ 184,290.13
Fiscal Year 2019				
6/28/19		Transfer to Escrow		\$ (2,235,000.00)
7/1/19		Interest		\$ 1,032.26
TOTAL				\$ (2,233,967.74)
Project (Construction) Fund at 06/28/19				\$ 8,585,600.00
Interest/Transfers thru 07/31/19				\$ (2,233,967.74)
Requisitions Paid thru 07/31/19				\$ (184,290.13)
Remaining Project (Construction) Fund				\$ 6,167,342.13

SECTION 3

Requisition	Payee/Vendor	Amount
6	JMBI Real Estate, LLC	\$ 560,897.54
7	Heath Construction Management, LLC	\$ 6,000.00
8	Hopping Green & Sams	\$ 910.00
9	Atlantic TNG, LLC	\$ 28,665.00
10	Ridgewood, LLC	\$ 27,821.98
11	QGS Development, Inc	\$ 472,770.22
12	Hopping Green & Sams	\$ 290.00
13	Atlantic TNG, LLC	\$ 37,054.00
14	Fortiline, Inc	\$ 105,808.34
15	Atlantic TNG, LLC	\$ 25,482.00
16	Ullrich's Patcher Pump	\$ 22,195.00
17	Absolute Engineering, Inc.	\$ 15,612.04
18	Republic Services	\$ 20,073.35
	TOTAL	\$ 1,323,579.47

SECTION 4



QGS Development, Inc.
1450 S. Park Road, Plant City, FL 33566
(813) 634-3326 ■ Fax (813) 634-1733

Deductive Material CO

Proposal Submitted To:

Work To Be Performed At

To: Rhodine Road North CDD
c/o GMSCF, LLC
135 W. Central Blvd., Suite 320
Orlando, FL 32801

Rhodine Road Subdivision
Riverview, FL

Date: August 6, 2019

Deductive Material CO No.: 2

We hereby provide the following for Owner Direct Material Purchases:

1) Atlantic TNG – Per Attached Invoices..... (\$37,054.00)

Total Deductive Material CO (\$37,054.00)

The above and attached work to be completed for:

*****As Indicated Above*****

With payments made as follows:

Per Contract

Any alteration or deviation from the above specifications involving extra costs will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control.

The Purchaser: Hereby agrees that the contractor shall, at any time after ten (10) days of Purchaser's default in payment as hereby above provided, have the right to place liens and hire attorneys for the collection of the past due amount. All costs in collection and the additional cost of 10% APR interest will be due.

Note this proposal may be withdrawn by us if not accepted within 10 days.

ACCEPTANCE

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specific. Payment will be made as outlined above.

Signature:

Owner or Representative

Date:

Signature:

QGS Development, Inc.

Date:

August 6, 2019

RHODINE ROAD SUBDIVISION (JOB #19-7195)**ATLANTIC TNG**

	CDD PO 2	\$150,806.00
	CDD PO 3	\$644.00
	TOTAL CDD PO'S:	\$151,450.00

INV. NO.	INV. DATE	INV. AMOUNT	PO BALANCE
124636	7/3/2019	\$6,540.00	\$116,244.50
124672	7/11/2019	\$3,943.00	\$112,301.50
124704	7/15/2019	\$4,336.00	\$107,965.50
124723	7/16/2019	\$9,168.00	\$98,797.50
124726	7/16/2019	\$1,896.00	\$96,901.50
124769	7/18/2019	\$3,785.00	\$93,116.50
124777	7/15/2019	\$4,002.00	\$89,114.50
124793	7/19/2019	<u>\$3,384.00</u>	\$85,730.50
	Total:	\$37,054.00	

Approved by Denise T./QGS (jg 8/6/19)

Total Inv's To Date
\$65,719.50

1424



Atlantic TNG, LLC

PO Box 729 • Sarasota, FL 34230
Phone • (941) 355-2988
Fax • (941) 351-3765

Invoice

DATE	INVOICE #
7/3/2019	124636

Rhodine Road North CDD C/O QGS 1450 S. Park Road Plant City, FL 33566 RECEIVED

Rhodine Road Subdivision Hillsborough County PO# 197195-002 CDD Call Before Loading Contact: Matt 813-323-3532
--

BY: _____

DATE	AMOUNT	TERMS
		Net 30

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Wrapid Seal DIRECT SHIPPED BY RUTT. 4) 50' ROLLS 12" WRAPID SEAL 6) 12" CLOSURE PATCHES 1) PRIMER	6,540.00	6,540.00

[Handwritten signature]

Subtotal	\$6,540.00
Sales Tax (0.0%)	\$0.00
Balance Due	\$6,540.00

[Handwritten signature]
7/12/19

724



Atlantic TNG, LLC

PO Box 729 • Sarasota, FL 34230
Phone • (941) 355-2988
Fax • (941) 351-3765

Invoice

DATE	INVOICE #
7/11/2019	124672

Rhodine Road North CDD
C/O QGS
1450 S. Park Road
Plant City, FL 33566

RECEIVED

SHIP TO

Rhodine Road Subdivision
Hillsborough County
PO# 197195-002 CDD
Call Before Loading
Contact: Matt 813-323-3532

BY: _____

DATE	QUANTITY	AMOUNT
7/11/2019	45560	Net 30

ITEM #	QTY	DESCRIPTION	UNIT PRICE	AMOUNT	AMOUNT
B ✓	1	96" Base 3' x 6½' Control Structure Type "H", 6" Wall, w/ EB&C	14960	1,296.00	1,296.00
D ✓	1	62" Base 2' x 3' Control Structure Type "C", 6" Wall	6020	813.00	813.00
	1	61" Riser 2' x 3' Control Structure Type "C", 6" Wall, w/ EB&C	4420		
28 ✓	1	53" Base 4' x 4' Curb Inlet Type "1", 6" wall	7980	719.00	719.00
30 ✓	1	71" Base 4' x 6' Curb Inlet Type "1", 6" wall	12180	1,115.00	1,115.00

[Handwritten signature]

Subtotal	\$3,943.00
Sales Tax (0.0%)	\$0.00
Balance Due	\$3,943.00

[Handwritten signature]
7/21/19

124



Atlantic TNG, LLC

PO Box 729 • Sarasota, FL 34230
Phone • (941) 365-2988
Fax • (941) 351-3765

Invoice

7/15/2019	124704
-----------	--------

Rhodine Road North CDD
C/O QGS
1450 S. Park Road
Plant City, FL 33566

RECEIVED

BY:

Rhodine Road Subdivision
Hillsborough County
PO# 197195-002-CDD
Call Before Loading
Contact: Matt 813-323-3532

7/15/2019	45620	Net 30
-----------	-------	--------

Item	Qty	Description	Unit Price	Subtotal	Total
MH C3 ✓	1 ✓	4' Base 48" Diameter 5" Wall Sanitary Manhole Base	5940	1,310.00	1,310.00
	2 ✓	8" Z-Lok gasket/clamp			
	1 ✓	4' Riser 48" Diameter 5" Wall Sanitary Manhole Riser	3360		
	1 ✓	4' Riser 48" Diameter 5" Wall Sanitary Manhole Riser	3360		
	1 ✓	1.5' Cone 48" Diameter 5" Wall Sanitary Manhole Cone	1260		
MH C4 ✓	1 ✓	4' Base 48" Diameter 5" Wall Sanitary Manhole Base	5940	1,310.00	1,310.00
	2 ✓	8" Z-Lok gasket/clamp			
	1 ✓	4' Riser 48" Diameter 5" Wall Sanitary Manhole Riser	3360		
	1 ✓	3' Riser 48" Diameter 5" Wall Sanitary Manhole Riser	2520		
	1 ✓	2.5' Cone 48" Diameter 5" Wall Sanitary Manhole Cone	2100		
MH C5 ✓	1 ✓	3' Base 48" Diameter 5" Wall Sanitary Manhole Base	5120	1,075.00	1,075.00
	2 ✓	8" Z-Lok gasket/clamp			
	1 ✓	6' Riser 48" Diameter 5" Wall Sanitary Manhole Riser	5020		

Subtotal

Sales Tax (0.0%)

Balance Due

124



Atlantic TNG, LLC
 PO Box 729 • Sarasota, FL 34230
 Phone • (941) 355-2988
 Fax • (941) 351-3765

Invoice

DATE	INVOICE #
7/15/2019	124704

Rhodine Road North CDD
 C/O QGS
 1450 S. Park Road
 Plant City, FL 33566

Rhodine Road Subdivision
 Hillsborough County
 PO# 197195-002 CDD
 Call Before Loading
 Contact: Matt 813-323-3532

BY:

DATE	QUANTITY	UNIT
7/15/2019	45620	Net 30

ITEM #	QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	REMARKS
MH D4 ✓	1 ✓	1.5' Cone 48" Diameter 5" Wall Sanitary Manhole Cone	1260		
	1 ✓	2' Base 48" Diameter 5" Wall Sanitary Manhole Base	4280	641.00 ✓	
	2 ✓	8" Z-Lok gasket/clamp			
	1 ✓	2.5' Cone 48" Diameter 5" Wall Sanitary Manhole Cone	2100		
	9 ✓	48" Single Offset Gasket			

Subtotal	\$4,336.00
Sales Tax (0.0%)	\$0.00
Balance Due	\$4,336.00

6/17/19

124



Atlantic TNG, LLC

PO Box 729 • Sarasota, FL 34230
Phone • (941) 355-2988
Fax • (941) 351-3765

Invoice

DATE	INVOICE #
7/16/2019	124723

Rhodine Road North CDD C/O QGS 1450 S. Park Road Plant City, FL 33566
--

Rhodine Road Subdivision Hillsborough County PO# 197195-002 CDD Call Before Loading Contact: Matt 813-323-3532
--

BY:

[Handwritten signature]

DATE	QUANTITY	TERMS
7/16/2019	45900	Net 30

ITEM	QTY	DESCRIPTION	UNIT PRICE	AMOUNT	TOTAL
LSA	1 ✓	39" Base 96" Diameter Lift Station 9" wall	25900	9,168.00	9,168.00
LSB	1 ✓	80" Riser 96" Diameter Lift Station 9" wall	20000		
	2 ✓	8" Z-Lok gasket/clamp			
	3 ✓	96" Diameter Single Offset Gasket			

		Subtotal	\$9,168.00
		Sales Tax (0.0%)	\$0.00
		Balance Due	\$9,168.00

[Handwritten signature]
7/21/19

124




Atlantic TNG, LLC
 PO Box 729 • Sarasota, FL 34230
 Phone • (941) 355-2988
 Fax • (941) 351-3765

Invoice

7/16/2019	124726
-----------	--------

Rhodine Road North CDD
 C/O QGS
 1450 S. Park Road
 Plant City, FL 33566

RECEIVED

BY: 

Rhodine Road Subdivision
 Hillsborough County
 PO# 197195-002 CDD
 Call Before Loading
 Contact: Matt 813-323-3532

7/16/2019	35640	Net 30
-----------	-------	--------

Item #	Qty	Description	Unit Price	Amount	
MH C6	1 ✓	4' Riser 48" Diameter 5" Wall Sanitary Manhole Riser	3360		
	1 ✓	3' Cone 48" Diameter 5" Wall Sanitary Manhole Cone	2520		
68	1 ✓	84"x84", 8" Reducing Slab	5840		
	1 ✓	12" Riser Cast On 4' x 4' Curb Inlet Type "1", 6" wall	1200		
77 ✓	1 ✓	91" Base 6' x 6' Curb Inlet Type "1/J", 6" Wall	15680	1,896.00 ✓	1,896.00
	1 ✓	84"x84", 8" Reducing Slab	5840		
	1 ✓	12" Riser Cast On 4' x 4' Curb Inlet Type "1", 6" wall	1200		

Subtotal	\$1,896.00
Sales Tax (0.0%)	\$0.00
Balance Due	\$1,896.00



424



Atlantic TNG, LLC

PO Box 729 • Sarasota, FL 34230
Phone • (941) 355-2988
Fax • (941) 351-3765

Invoice

7/18/2019	124769
-----------	--------

Rhodine Road North CDD
C/O QGS
1450 S. Park Road
Plant City, FL 33566

Rhodine Road Subdivision
Hillsborough County
PO# 197195-002 CDD
Call Before Loading
Contact: Matt 813-323-3532

RECEIVED

BY: 

7/18/2019

36720

Net 30

Item #	Qty	Description	Unit Price	Ext Price	Ext Price
MH C6 ✓	1 ✓	2' Base 48" Diameter 5" Wall Sanitary Manhole Base	4280	897.00	897.00
	2 ✓	8" Z-Lok gasket/clamp			
MH C7 ✓	1 ✓	2.5' Base 48" Diameter 5" Wall Sanitary Manhole Base	4700	731.00	731.00
	2 ✓	8" Z-Lok gasket/clamp			
	1 ✓	2' Riser 48" Diameter 5" Wall Sanitary Manhole Riser	1680		
	1 ✓	2' Cone 48" Diameter 5" Wall Sanitary Manhole Cone	1680		
29 ✓	1 ✓	42" Base 4' x 4' Curb Inlet Type "1", 6" wall	7520	719.00	719.00
31 ✓	1 ✓	42" Base 4' x 4' Curb Inlet Type "1", 6" wall	7520	719.00	719.00
32 ✓	1 ✓	59" Base 4' x 4' Curb Inlet Type "1", 6" wall	9340	719.00	719.00
	2 ✓	48" Single Offset Gasket			

Subtotal \$3,785.00

Sales Tax (0.0%) \$0.00

Balance Due \$3,785.00


7/21/19

124



Atlantic TNG, LLC
 PO Box 729 • Sarasota, FL 34230
 Phone • (941) 355-2988
 Fax • (941) 351-3765

Invoice

7/15/2019	124777
-----------	--------

Rhodine Road North CDD
 C/O QGS
 1450 S. Park Road
 Plant City, FL 33566

RECEIVED

BY: _____

Rhodine Road Subdivision
 Hillsborough County
 PO# 197195-002/003 CDD
 Call Before Loading
 Contact: Matt 813-323-3532

7/15/2019	Net 30
-----------	--------

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1	SKIMMER #A ✓	402.00 ✓	402.00
2	SKIMMER #A ✓	308.00 ✓	616.00
1	SKIMMER #B ✓	644.00 ✓	644.00
1	SKIMMER #B ✓	497.00 ✓	497.00
1	SKIMMER #C ✓	554.00 ✓	554.00
1	SKIMMER C ✓	290.00 ✓	290.00
1	SKIMMER #D ✓	585.00 ✓	585.00
1	SKIMMER #D ✓	414.00 ✓	414.00

[Handwritten signature]

Subtotal	\$4,002.00
Sales Tax (0.0%)	\$0.00
Balance Due	\$4,002.00

[Handwritten signature]
 01/21/19

424



Atlantic TNG, LLC

PO Box 729 • Sarasota, FL 34230
Phone • (941) 355-2988
Fax • (941) 351-3765

Invoice

7/19/2019	124793
-----------	--------

Rhodine Road North CDD
C/O QGS
1450 S. Park Road
Plant City, FL 33566

RECEIVED

JUL 22 2019

BY: *[Signature]*

Rhodine Road Subdivision
Hillsborough County
PO# 197195-002 CDD
Call Before Loading
Contact: Matt 813-323-3532

7/19/2019	39440	Net 30
-----------	-------	--------

ITEM #	QTY	DESCRIPTION	UNIT PRICE	AMOUNT	TAXES	TOTAL
MH C8 ✓	1 ✓	4' Base 48" Diameter 5" Wall Sanitary Manhole Base	5940	731.00 ✓		731.00
	2 ✓	8" Z-Lok gasket/clamp				
	1 ✓	2' Cone 48" Diameter 5" Wall Sanitary Manhole Cone	1680			
MH D5 ✓	1 ✓	4' Base 48" Diameter 5" Wall Sanitary Manhole Base	5940	731.00 ✓		731.00
	2 ✓	8" Z-Lok gasket/clamp				
	1 ✓	1' Riser 48" Diameter 5" Wall Sanitary Manhole Riser	840			
	1 ✓	1.5' Cone 48" Diameter 5" Wall Sanitary Manhole Cone	1260			
27 ✓	1 ✓	56" Base 4' x 4' Curb Inlet Type "2", 6" wall	8320	677.00 ✓		677.00
63 ✓	1 ✓	34" Base 48" Diameter Type "P8" 5" Wall Storm Manhole Base	4360	568.00 ✓		568.00
	1 ✓	18" Cone 48" Diameter Type "P8" 5" Wall Storm Manhole Cone	1260			
66 ✓	1 ✓	70" Base 4' x 4' Curb Inlet Type "2", 6" wall	9840	677.00 ✓		677.00
	3 ✓	48" Single Offset Gasket				

Subtotal \$3,384.00

Sales Tax (0.0%) \$0.00

Balance Due \$3,384.00

[Signature]



INVOICE

RECEIVED

JUL 28 2019

BY: _____

INVOICE NUMBER: 4675215
BILL OF LADING:
INVOICE DATE: 7/17/19
DUE DATE: 8/17/19

Please Remit Payment To:
Fortiline, Inc.
PO Box 744053
Atlanta, GA 30384-4053
Federal Tax ID# 57-0810190

Warehouse:
FORTILINE TAMPA
1031 S. 86TH STREET
TAMPA, FL 33619
Telephone: 813-626-7770

7025 Northwinds Dr. NW
Concord, NC 28027
Payment Inquiries 704-788-9800

SOLD TO
2967 1 MB 0.428 E0248 10585 D5059757452 S2 P6583348 0002:0002



RHODINE ROAD NORTH CDD
C/O QGS DEVELOPMENT, INC.
1450 S PARK RD
PLANT CITY FL 33566-8100

SHIP TO

RHODINE ROAD NORTH CDD
RHODINE RD. SUBDIVISION
N.RHODINE RD. EAST OF US301
WEST OF BALM RIVERVIEW RD.
RIVERVIEW, FL 33578

BRANCH NO	FROM CONTRACT	ORDER NO	SHIPPING METHOD		CUSTOMER NO		TERMS	
020	4847803	4875215	Our Truck		224106		NET 30 DAYS	
PO NO		JOB NAME	JOB NO		SLS	DUE DATE	SHIP DATE	
NO.197195-001 CDD		RHODINE RD, CDD	RHODCDD		M.M	8/17/19	7/17/19	
PRODUCT NO	DESCRIPTION		UOM	ORDERED	SHIPPED	BACK ORDERED	UNIT PRICE	EXTENDED PRICE
26HW	8" SDR26 PVC HW SEWER PIPE BID LINE # 00420		FT	3416	2394	1022	4.6700	11,179.98
26HW	4" SDR26 PVC HW SEWER PIPE BID LINE # 00680		FT	3024	826	2198	1.2100	999.46
<div></div>								

RETURNS ACCEPTED WITHOUT PRIOR AUTHORIZATION. AUTHORIZED RETURNS ARE SUBJECT TO RESTOCKING FEES.
SPECIAL ORDER ITEMS ARE NOT RETURNABLE. ALL CLAIMS MUST BE FILED WITH THE CARRIER.
ALL SALES ARE SUBJECT TO THE TERMS AND CONDITIONS OF SALE PRINTED ON THIS PAGE AND THE BACK OF PAGE ONE.

AMOUNT DUE	\$12,179.44
TAX	\$0.00
FREIGHT	\$0.00
FUEL SURCHG / OTH	\$0.00
TOTAL DUE	\$12,179.44



INVOICE

RECEIVED

JUL 29 2019

BY: _____

INVOICE NUMBER: 4676447
BILL OF LADING:
INVOICE DATE: 7/19/19
DUE DATE: 8/21/19

Please Remit Payment To:
Fortiline, Inc.
PO Box 744053
Atlanta, GA 30384-4053
Federal Tax ID# 57-0819190

Warehouse:
FORTILINE TAMPA
1031 S. 86TH STREET
TAMPA, FL 33619
Telephone: 813-626-7770

7025 Northwinds Dr. NW
Concord, NC 28027
Payment Inquiries 704-788-9800

SOLD TO
4542 1 MB 0.428 E0185X 10388 05069175570 S2 P6589524 0001:0001



RHODINE ROAD NORTH CDD
C/O QGS DEVELOPMENT, INC.
1450 S PARK RD
PLANT CITY FL 33566-8100

SHIP TO

RHODINE ROAD NORTH CDD
RHODINE RD. SUBDIVISION
N.RHODINE RD. EAST OF US301
WEST OF BALM RIVERVIEW RD.
RIVERVIEW, FL 33578

BRANCH NO	FROM CONTRACT	ORDER NO	SHIPPING METHOD		CUSTOMER NO		TERMS		
020	4647803	4676447	Our Truck		224106		NET 30 DAYS		
PO NO		JOB NAME		JOB NO		SLS	DUE DATE	SHIP DATE	
NO.197195-001 CDD		RHODINE RD. CDD		RHODCDD		M.M	8/21/19	7/19/19	
PRODUCT NO	DESCRIPTION			UOM	ORDERED	SHIPPED	BACK ORDERED	UNIT PRICE	EXTENDED PRICE
26HW	8" SDR26 PVC HW SEWER PIPE BID LINE # 00420			FT	1022	1022 ✓	0	4.6700 ✓	4,772.74
26HW	4" SDR26 PVC HW SEWER PIPE BID LINE # 00680			FT	224	224 ✓	0	1.2100 ✓	271.04
26HW	4" SDR26 PVC HW SEWER PIPE BID LINE # 00680 840			FT	2198	2198 ✓	0	1.2100 ✓	2,659.58
<div></div>									

RETURNS ACCEPTED WITHOUT PRIOR AUTHORIZATION. AUTHORIZED RETURNS ARE SUBJECT TO RESTOCKING FEES.
SPECIAL ORDER ITEMS ARE NOT RETURNABLE. ALL CLAIMS MUST BE FILED WITH THE CARRIER.
ALL SALES ARE SUBJECT TO THE TERMS AND CONDITIONS OF SALE PRINTED ON THIS PAGE AND THE BACK OF PAGE ONE.

AMOUNT DUE	\$7,703.36
TAX	\$0.00
FREIGHT	\$0.00
FUEL SURCHG / OTH	\$0.00
TOTAL DUE	\$7,703.36

01:0001

TO VIEW AND PAY ONLINE:

Fortiline.com

USE THIS ENROLLMENT TOKEN:

XPX MSM KZK

Page 1 of 1



QGS Development, Inc.
 1450 S. Park Road, Plant City, FL 33566
 (813) 634-3326 • Fax (813) 634-1733

Deductive Material CO

<u>Proposal Submitted To:</u>	<u>Work To Be Performed At</u>
To: Rhodine Road North CDD c/o GMSCF, LLC 135 W. Central Blvd., Suite 320 Orlando, FL 32801	Rhodine Road Subdivision Riverview, FL
Date: August 6, 2019	Deductive Material CO No.: 3

We hereby provide the following for Owner Direct Material Purchases:

1) Fortiline – Per Attached Invoices (\$105,808.34)

Total Deductive Material CO (\$105,808.34)

The above and attached work to be completed for:

***** As Indicated Above *****

With payments made as follows: Per Contract

Any alteration or deviation from the above specifications involving extra costs will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control.

The Purchaser: Hereby agrees that the contractor shall, at any time after ten (10) days of Purchaser's default in payment as hereby above provided, have the right to place liens and hire attorneys for the collection of the past due amount. All costs in collection and the additional cost of 10% APR interest will be due.

Note this proposal may be withdrawn by us if not accepted within 10 days.

ACCEPTANCE

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specific. Payment will be made as outlined above.

Signature: _____
 Owner or Representative

Date: July 2019

Signature: [Signature]
 QGS Development, Inc.

Date: August 6, 2019

RHODINE ROAD SUBDIVISION (JOB #19-7195)**FORTILINE**

	CDD PO 1	\$417,201.26
	TOTAL CDD PO'S:	\$417,201.26

INV. NO.	INV. DATE	INV. AMOUNT	PO BALANCE
4669281	7/16/2019	\$4,112.00	\$413,089.26
4669498	7/18/2019	\$37,785.00	\$375,304.26
4670809	7/16/2019	\$25,982.92	\$349,321.34
4670815	7/17/2019	\$18,045.62	\$331,275.72
4675215	7/17/2019	\$12,179.44	\$319,096.28
4676447	7/19/2019	<u>\$7,703.36</u>	\$311,392.92
	Total:	\$105,808.34	

Approved by QGS/Denise Thomas (jg
8/6/19)

Total Inv's To Date
\$105,808.34



a MORSCO company

INVOICE

RECEIVED

JUL 22 2019

BY: _____

INVOICE NUMBER: 4669281
BILL OF LADING:
INVOICE DATE: 7/16/19
DUE DATE: 8/16/19

Please Remit Payment To:

Fortiline, Inc.
PO Box 744053
Atlanta, GA 30384-4053
Federal Tax ID# 57-0818190

Warehouse:

FORTILINE TAMPA
1031 S. 86TH STREET
TAMPA, FL 33619
Telephone: 813-626-7770

7025 Northwinds Dr. NW
Concord, NC 28027
Payment Inquiries 704-788-9800

SOLD TO
3590 1 MB 0.428 E0214X ID498 D5055562568 S2 P6580258 0001:0002



RHODINE ROAD NORTH CDD
C/O QGS DEVELOPMENT, INC.
1450 S PARK RD
PLANT CITY FL 33566-8100

SHIP TO

RHODINE ROAD NORTH CDD
RHODINE RD. SUBDIVISION
N.RHODINE RD. EAST OF US301
WEST OF BALM RIVERVIEW RD.
RIVERVIEW, FL 33578

BRANCH NO	FROM CONTRACT	ORDER NO	SHIPPING METHOD		CUSTOMER NO		TERMS		
020	4647803	4669281	Our Truck		224106		NET 30 DAYS		
PO NO		JOB NAME		JOB NO		SLS	DUE DATE	SHIP DATE	
NO.197195-001 CDD		RHODINE RD. CDD		RHODCDD		M M	8/16/19	7/16/19	
PRODUCT NO	DESCRIPTION			UOM	ORDERED	SHIPPED	BACK ORDERED	UNIT PRICE	EXTENDED PRICE
	DROP MANHOLES (4 EACH)								
HW9	8" SDR26 HW PVC 90 GXG BID LINE # 00490			EA	4	4 ✓	0	103.0000 ✓	412.00
HW7	8" SDR26 HW PVC TEE GXG BID LINE # 00500 SINGLE SEWER SERVICE (22 EACH)			EA	4	4 ✓	0	78.0000 ✓	312.00
6HWW	8"X6" SDR26 HW PVC WYE GXG BID LINE # 00600			EA	22	22 ✓	0	56.0000 ✓	1,232.00
HW4S	6" SDR26 HW PVC 45 GXG BID LINE # 00610			EA	22	22 ✓	0	16.0000 ✓	352.00
HW2	6" SDR26 HW PVC 22-1/2 GXG BID LINE # 00620			EA	22	22 ✓	0	29.0000 ✓	638.00
4HWTW	6"X4" SDR26 HW PVC T-WYE GXG BID LINE # 00630			EA	22	22 ✓	0	38.0000 ✓	836.00
SP	6" SDR35 PVC SPIGOT PLUG BID LINE # 00640			EA	22	22 ✓	0	6.0000 ✓	132.00
SCOA	4" SDR35 PVC CO ADPT SW HXF BID LINE # 00650			EA	22	22 ✓	0	4.0000 ✓	88.00
SCOPC	4 SDR35 PVC CO PLUG COUNTERSNK BID LINE # 00660			EA	22	22 ✓	0	5.0000 ✓	110.00

AMOUNT DUE	\$4,112.00
TAX	\$0.00
FREIGHT	\$0.00
FUEL SURCHG / OTH	\$0.00
TOTAL DUE	\$4,112.00

3 RETURNS ACCEPTED WITHOUT PRIOR AUTHORIZATION. AUTHORIZED RETURNS ARE SUBJECT TO RESTOCKING FEES.
SPECIAL ORDER ITEMS ARE NOT RETURNABLE. ALL CLAIMS MUST BE FILED WITH THE CARRIER.
ALL SALES ARE SUBJECT TO THE TERMS AND CONDITIONS OF SALE PRINTED ON THIS PAGE AND THE BACK OF PAGE ONE.



INVOICE

RECEIVED

JUL 26 2019

BY: _____

7025 Northwinds Dr. NW
Concord, NC 28027
Payment Inquiries 704-788-9800

INVOICE NUMBER: 4669498
BILL OF LADING:
INVOICE DATE: 7/18/19
DUE DATE: 8/18/19

Please Remit Payment To:
Fortiline, Inc.
PO Box 744053
Atlanta, GA 30384-4053
Federal Tax ID# 57-0819190

Warehouse:
FORTILINE TAMPA
1031 S. 86TH STREET
TAMPA, FL 33619
Telephone: 813-626-7770

SOLD TO
2516 1 MB 0.428 E0220X I0497 D50B6525082 S2 P6588926 0001:0001

SHIP TO



RHODINE ROAD NORTH CDD
C/O QGS DEVELOPMENT, INC.
1450 S PARK RD
PLANT CITY FL 33566-8100

RHODINE ROAD NORTH CDD
RHODINE RD. SUBDIVISION
N.RHODINE RD. EAST OF US301
WEST OF BALM RIVERVIEW RD.
RIVERVIEW, FL 33578

BRANCH NO	FROM CONTRACT	ORDER NO	SHIPPING METHOD		CUSTOMER NO		TERMS	
020	4647803	4669498	Our Truck		224106		NET 30 DAYS	
PO NO		JOB NAME	JOB NO		SLS	DUE DATE	SHIP DATE	
NO.197195-001 CDD		RHODINE RD. CDD	RHODCDD		M.M	8/18/19	7/18/19	
PRODUCT NO	DESCRIPTION		UOM	ORDERED	SHIPPED	BACK ORDERED	UNIT PRICE	EXTENDED PRICE
	DOUBLE SEWER SERVICE (151 EACH) 10 OUT OF MANHOLE							
6HWW	8"X6" SDR26 HW PVC WYE GXG J BID LINE # 00600 740		EA	141	141 ✓	0	56.0000 ✓	7,896.00
HW4S	6" SDR26 HW PVC 45 GXS J BID LINE # 00610 750		EA	141	141 ✓	0	16.0000 ✓	2,256.00
HW2	6" SDR26 HW PVC 22-1/2 GXG ✓ BID LINE # 00620 760		EA	151	151 ✓	0	29.0000 ✓	4,379.00
4HWDW	6"X4" SDR26 HW DOUBLE WYE GXG J BID LINE # 00770		EA	151	151 ✓	0	57.0000 ✓	8,607.00
SP	6" SDR35 PVC SPIGOT PLUG J BID LINE # 00640 780		EA	151	151 ✓	0	6.0000 ✓	906.00
HWTW	4" SDR26 HW PVC T-WYE GXG J BID LINE # 00790		EA	302	302 ✓	0	32.0000 ✓	9,664.00
SP	4" SDR35 PVC SPIGOT PLUG J BID LINE # 00800		EA	302	302 ✓	0	4.5000 ✓	1,359.00
SCOA	4" SDR35 PVC CO ADPT SW HXF J BID LINE # 00650 810		EA	302	302 ✓	0	4.0000 ✓	1,208.00
SCOPC	4 SDR35 PVC CO PLUG COUNTERSNK J BID LINE # 00660 820		EA	302	302 ✓	0	5.0000 ✓	1,510.00

RETURNS ACCEPTED WITHOUT PRIOR AUTHORIZATION. AUTHORIZED RETURNS ARE SUBJECT TO RESTOCKING FEES.
SPECIAL ORDER ITEMS ARE NOT RETURNABLE. ALL CLAIMS MUST BE FILED WITH THE CARRIER.
ALL SALES ARE SUBJECT TO THE TERMS AND CONDITIONS OF SALE PRINTED ON THIS PAGE AND THE BACK OF PAGE ONE.

AMOUNT DUE	\$37,785.00
TAX	\$0.00
FREIGHT	\$0.00
FUEL SURCHG / OTH	\$0.00
TOTAL DUE	\$37,785.00



INVOICE

RECEIVED

JUL 22 2019

BY: _____

INVOICE NUMBER: 4670809
BILL OF LADING:
INVOICE DATE: 7/16/19
DUE DATE: 8/16/19

Please Remit Payment To:
Fortiline, Inc.
PO Box 744053
Atlanta, GA 30384-4053
Federal Tax ID# 57-0819190

Warehouse:
FORTILINE TAMPA
1031 S. 86TH STREET
TAMPA, FL 33619
Telephone: 813-626-7770

7025 Northwinds Dr. NW
Concord, NC 28027
Payment Inquiries 704-788-9800

SOLD TO
3590 1 MB 0.428 E0214 10499 05055562572 S2 P6580258 0002:0002



RHODINE ROAD NORTH CDD
C/O QGS DEVELOPMENT, INC.
1450 S PARK RD
PLANT CITY FL 33566-8100

SHIP TO

RHODINE ROAD NORTH CDD
RHODINE RD. SUBDIVISION
N.RHODINE RD. EAST OF US301
WEST OF BALM RIVERVIEW RD.
RIVERVIEW, FL 33578

BRANCH NO	FROM CONTRACT	ORDER NO	SHIPPING METHOD		CUSTOMER NO		TERMS		
020	4647803	4670809	Our Truck		224106		NET 30 DAYS		
PO NO		JOB NAME		JOB NO		SLS	DUE DATE	SHIP DATE	
NO.197195-001 CDD		RHODINE RD. CDD		RHODCDD		M.M	8/16/19	7/16/19	
PRODUCT NO	DESCRIPTION			UOM	ORDERED	SHIPPED	BACK ORDERED	UNIT PRICE	EXTENDED PRICE
26HW	8" SDR26 PVC HW SEWER PIPE BID LINE # 00420			FT	5544	5544 ✓	0	4.6700	25,890.48
UBEG	GALLON LUBE			EA	4	4 ✓	0	23.1100	92.44

RETURNS ACCEPTED WITHOUT PRIOR AUTHORIZATION. AUTHORIZED RETURNS ARE SUBJECT TO RESTOCKING FEES.
SPECIAL ORDER ITEMS ARE NOT RETURNABLE. ALL CLAIMS MUST BE FILED WITH THE CARRIER.
ALL SALES ARE SUBJECT TO THE TERMS AND CONDITIONS OF SALE PRINTED ON THIS PAGE AND THE BACK OF PAGE ONE.

AMOUNT DUE	\$25,982.92
TAX	\$0.00
FREIGHT	\$0.00
FUEL SURCHG / OTH	\$0.00
TOTAL DUE	\$25,982.92



INVOICE

RECEIVED

JUL 23 2019

BY: _____

INVOICE NUMBER: 4670815
BILL OF LADING:
INVOICE DATE: 7/17/19
DUE DATE: 8/17/19

Please Remit Payment To:
Fortiline, Inc.
PO Box 744053
Atlanta, GA 30384-4053
Federal Tax ID# 57-0819180

Warehouse:
FORTILINE TAMPA
1031 S. 86TH STREET
TAMPA, FL 33619
Telephone: 813-626-7770

7025 Northwinds Dr. NW
Concord, NC 28027
Payment Inquiries 704-788-9800

SOLD TO
2987 1 MB 0.428 E0246X J0584 D5059757446 S2 P6583348 0001:0002

SHIP TO

RHODINE ROAD NORTH CDD
RHODINE RD. SUBDIVISION
N.RHODINE RD. EAST OF US301
WEST OF BALM RIVERVIEW RD.
RIVERVIEW, FL 33578

RHODINE ROAD NORTH CDD
C/O QGS DEVELOPMENT, INC.
1450 S PARK RD
PLANT CITY FL 33566-8100

BRANCH NO	FROM CONTRACT	ORDER NO	SHIPPING METHOD		CUSTOMER NO		TERMS	
020	4647803	4670815	Our Truck		224106		NET 30 DAYS	
PO NO		JOB NAME	JOB NO		SLS	DUE DATE	SHIP DATE	
NO.197195-001 CDD		RHODINE RD. CDD	RHODCDD		M.M	8/17/19	7/17/19	
PRODUCT NO	DESCRIPTION		UOM	ORDERED	SHIPPED	BACK ORDERED	UNIT PRICE	EXTENDED PRICE
18G14	8" C900 DR18 PIPE GREEN 14' BID LINE # 00430		FT	56	56 ✓	0	7.8500	439.60
26HW	6" SDR26 PVC HW SEWER PIPE ✓ BID LINE # 00670		FT	868	868 ✓	0	2.5900	2,248.12
26HW	6" SDR26 PVC HW SEWER PIPE ✓ BID LINE # 00670 830		FT	5894	5894 ✓	0	2.5900	15,265.46
JBEG	GALLON LUBE		EA	4	4	0	23.1100	92.44
<div></div>								

RETURNS ACCEPTED WITHOUT PRIOR AUTHORIZATION. AUTHORIZED RETURNS ARE SUBJECT TO RESTOCKING FEES.
SPECIAL ORDER ITEMS ARE NOT RETURNABLE. ALL CLAIMS MUST BE FILED WITH THE CARRIER.
ALL SALES ARE SUBJECT TO THE TERMS AND CONDITIONS OF SALE PRINTED ON THIS PAGE AND THE BACK OF PAGE ONE.

AMOUNT DUE	\$18,045.62
TAX	\$0.00
FREIGHT	\$0.00
FUEL SURCHG / OTH	\$0.00
TOTAL DUE	\$18,045.62



QGS Development, Inc.
1450 S. Park Road, Plant City, FL 33568
(813) 634-3326 ■ Fax (813) 634-1733

Deductive Material CO

<u>Proposal Submitted To:</u>	<u>Work To Be Performed At</u>
To: Rhodine Road North CDD c/o GMSCF, LLC 135 W. Central Blvd., Suite 320 Orlando, FL 32801	Rhodine Road Subdivision Riverview, FL
Date: August 13, 2019	Deductive Material CO No.: 4

We hereby provide the following for Owner Direct Material Purchases:

1) Atlantic TNG – Per Attached Invoices..... (\$25,482.00)

Total Deductive Material CO (\$25,482.00)

The above and attached work to be completed for:

*****As Indicated Above*****

With payments made as follows: Per Contract

Any alteration or deviation from the above specifications involving extra costs will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control.

The Purchaser: Hereby agrees that the contractor shall, at any time after ten (10) days of Purchaser's default in payment as hereby above provided, have the right to place liens and hire attorneys for the collection of the past due amount. All costs in collection and the additional cost of 10% APR interest will be due.

Note this proposal may be withdrawn by us if not accepted within 10 days.

ACCEPTANCE

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specific. Payment will be made as outlined above.

Signature: [Signature]
Owner or Representative

Date: 8-13-19

Signature: [Signature]
QGS Development, Inc.

Date: August 13, 2019

RHODINE ROAD SUBDIVISION (JOB #19-7195)**ATLANTIC TNG**

	CDD PO 2	\$150,806.00
	CDD PO 3	\$644.00
	TOTAL CDD PO'S:	\$151,450.00

INV. NO.	INV. DATE	INV. AMOUNT	PO BALANCE
-----------------	------------------	--------------------	-------------------

124814	7/22/2019	\$2,756.00	\$82,974.50
124828	7/23/2019	\$2,837.00	\$80,137.50
124844	7/24/2019	\$2,714.00	\$77,423.50
124883	7/26/2019	\$3,369.00	\$74,054.50
124886	7/26/2019	\$4,071.00	\$69,983.50
124956	7/31/2019	\$3,179.00	\$66,804.50
124978	8/1/2019	\$2,714.00	\$64,090.50
125003	8/2/2019	<u>\$3,842.00</u>	\$60,248.50

Total: \$25,482.00

Approved by Denise T./QGS (jg 8/13/19)

Total Inv's To Date
\$91,201.50

**Atlantic TNG, LLC**

PO Box 729 • Sarasota, FL 34230
Phone • (941) 355-2988
Fax • (941) 351-3765

Invoice

7/22/2019

124814

Rhodine Road North CDD
C/O QGS
1450 S. Park Road
Plant City, FL 33566

Rhodine Road Subdivision
Hillsborough County
PO# 197195-002 CDD
Call Before Loading
Contact: Matt 813-323-3532

Invoice Date	Invoice #	Due Date
7/22/2019	31360	Net 30

QTY	UNIT	DESCRIPTION	PRICE	AMOUNT	TAX	TOTAL
MH D6	✓	1 ✓ 4' Base 48" Diameter 5" Wall Sanitary Manhole Base	5940	641.00	✓	641.00
	✓	1 ✓ 6" Z-lok gasket/clamp				
	✓	1 ✓ 8" Z-Lok gasket/clamp				
	✓	1 ✓ 1.5' Cone 48" Diameter 5" Wall Sanitary Manhole Cone	1260			
26	✓	1 ✓ 42" Base 4' x 4' Curb Inlet Type "2", 6" wall	7480	677.00	✓	677.00
62	✓	1 ✓ 50" Base 4' x 4' Curb Inlet Type "1", 6" wall	7660	719.00	✓	719.00
67	✓	1 ✓ 69" Base 4' x 4' Curb Inlet Type "1", 6" wall	9020	719.00	✓	719.00
	✓	1 ✓ 48" Single Offset Gasket				

Subtotal	\$2,756.00
Sales Tax (0.0%)	\$0.00
Balance Due	\$2,756.00

AS
7/22/19

124



Atlantic TNG, LLC

PO Box 729 • Sarasota, FL 34230
Phone • (941) 355-2988
Fax • (941) 351-3765

Invoice

7/23/2019	124828
-----------	--------

Rhodine Road North CDD
C/O QGS
1450 S. Park Road
Plant City, FL 33566

Rhodine Road Subdivision
Hillsborough County
PO# 197195-002 CDD
Call Before Loading
Contact: Matt 813-323-3532

BY:

7/23/2019	38220	Net 30
-----------	-------	--------

Item #	Qty	Description	Unit Price	Amount	Spec/Note
33 ✓	1 ✓	52" Base 4' x 4' Curb Inlet Type "2", 6" wall	8580	677.00 ✓	677.00
34 ✓	1 ✓	55" Base 4' x 4' Curb Inlet Type "1", 6" wall	8200	719.00 ✓	719.00
35 ✓	1 ✓	55" Base 48" Diameter Type "P8" 5" Wall Storm Manhole Base	7480	568.00 ✓	568.00
	1 ✓	24" Cone 48" Diameter Type "P8" 5" Wall Storm Manhole Cone	1680		
65 ✓	1 ✓	46" Base 3½' x 3½' Manhole Type "P7B", 6" Wall	6160	873.00 ↓	873.00
	1 ✓	38" Riser 3½' x 3½' Manhole Type "P7B", 6" Wall	3680		
	1 ✓	54"x54", 8" Top Slab	2440		

Subtotal	\$2,837.00
Sales Tax (0.0%)	\$0.00
Balance Due	\$2,837.00

JS
8/12/19

124



Atlantic TNG, LLC

PO Box 729 • Sarasota, FL 34230
Phone • (941) 355-2988
Fax • (941) 351-3765

Invoice

7/24/2019	124844
-----------	--------

Rhodine Road North CDD
C/O QGS
1450 S. Park Road
Plant City, FL 33566

Rhodine Road Subdivision
Hillsborough County
PO# 197195-002 CDD
Call Before Loading
Contact: Matt 813-323-3532

BY

Invoice Date	Invoice Amount	Terms
7/24/2019	31280	Net 30

Item	Qty	Description	Unit Price	Ext Price	Ext Price
MH F1 ✓	1 ✓	4' Base 48" Diameter 5" Wall Sanitary Manhole Base	5940	897.00 ✓	897.00
	2 ✓	8" Z-Lok gasket/clamp			
	1 ✓	3' Riser 48" Diameter 5" Wall Sanitary Manhole Riser	2520		
	1 ✓	1.5' Cone 48" Diameter 5" Wall Sanitary Manhole Cone	1260		
MH G1 ✓	1 ✓	4' Base 48" Diameter 5" Wall Sanitary Manhole Base	5940	731.00 ✓	731.00
	2 ✓	8" Z-Lok gasket/clamp			
	1 ✓	2' Cone 48" Diameter 5" Wall Sanitary Manhole Cone	1680		
61 ✓	1 ✓	42" Base 4' x 4' Curb Inlet Type "2", 6" wall	7920	677.00 ✓	677.00
64 ✓	1 ✓	62" Base 2' x 3' Ditch Inlet type C, 6" wall, w/ EB&C	6020	409.00 ✓	409.00
	3 ✓	48" Single Offset Gasket			

M

Subtotal	\$2,714.00
Sales Tax (0.0%)	\$0.00
Balance Due	\$2,714.00

Joe
8/12/19

124



Atlantic TNG, LLC

PO Box 729 • Sarasota, FL 34230
Phone • (941) 355-2988
Fax • (941) 351-3765

Invoice

7/26/2019	124883
-----------	--------

Rhodine Road North CDD
C/O QGS
1450 S. Park Road
Plant City, FL 33566

Rhodine Road Subdivision
Hillsborough County
PO# 197195-002 CDD
Call Before Loading
Contact: Matt 813-323-3532

BY:

7/26/2019	39440	Net 30
-----------	-------	--------

QTY	UNIT	DESCRIPTION	QTY	UNIT PRICE	AMOUNT	AMOUNT
17 ✓	1 ✓	35" Base 48" Diameter Type "P7A" 5" Wall Storm Manhole Base	4260	535.00 ✓	535.00	
	1 ✓	48" Diameter, 8" Top Slab	1780			
18 ✓	1 ✓	43" Base 4' x 4' Curb Inlet Type "1", 6" wall	7720	719.00 ✓	719.00	
19 ✓	1 ✓	59" Base 4' x 4' Curb Inlet Type "1", 6" wall	7940	719.00 ✓	719.00	
36 ✓	1 ✓	42" Base 4' x 4' Curb Inlet Type "2", 6" wall.	7520	677.00 ✓	677.00	
37 ✓	1 ✓	80" Base 4' x 4' Curb Inlet Type "1", 6" wall	10220	719.00 ✓	719.00	

[Handwritten signature]

Subtotal	\$3,369.00
Sales Tax (0.0%)	\$0.00
Balance Due	\$3,369.00

[Handwritten signature]
7/26/19

124



Atlantic TNG, LLC
 PO Box 729 • Sarasota, FL 34230
 Phone • (941) 355-2988
 Fax • (941) 351-3765

Invoice

7/26/2019	124886
-----------	--------

Rhodine Road North CDD
 C/O QGS
 1450 S. Park Road
 Plant City, FL 33566

Rhodine Road Subdivision
 Hillsborough County
 PO# 197195-002 CDD
 Call Before Loading
 Contact: Matt 813-323-3532

BY:

7/26/2019	40460	Net 30
-----------	-------	--------

Item	Qty	Description	Unit Price	Ext Price	Ext Price
MH C9 ✓	1 ✓	2' Base 48" Diameter 5" Wall Sanitary Manhole Base	4280	641.00	641.00 ✓
	2 ✓	8" Z-Lok gasket/clamp			
	1 ✓	1' Riser 48" Diameter 5" Wall Sanitary Manhole Riser	840		
	1 ✓	1.5' Cone 48" Diameter 5" Wall Sanitary Manhole Cone	1260		
MH C10 ✓	1 ✓	2.5' Base 48" Diameter 5" Wall Sanitary Manhole Base	4700	641.00	641.00 ✓
	2 ✓	8" Z-Lok gasket/clamp			
	1 ✓	2' Cone 48" Diameter 5" Wall Sanitary Manhole Cone	1680		
MH C11 ✓	1 ✓	2.5' Base 48" Diameter 5" Wall Sanitary Manhole Base	4700	641.00	641.00 ✓
	1 ✓	4" Z-lok gasket/clamp		0.00	
	1 ✓	8" Z-Lok gasket/clamp			
	1 ✓	2' Cone 48" Diameter 5" Wall Sanitary Manhole Cone	1680		
23. ✓	1 ✓	62" Base 5' x 5' Curb Inlet Type "1", 6" wall	10920	1,010.00	1,010.00 ✓
24 ✓	1 ✓	69" Base 4' x 5' Curb Inlet Type "1", 6" Wall	10400	1,138.00	1,138.00 ✓
	4 ✓	48" Single Offset Gasket			

[Handwritten signature]

Subtotal	\$4,071.00
Sales Tax (0.0%)	\$0.00
Balance Due	\$4,071.00

[Handwritten signature]

124



Atlantic TNG, LLC

PO Box 729 • Sarasota, FL 34230
Phone • (941) 355-2988
Fax • (941) 351-3765

Invoice

Date	Invoice #
7/31/2019	124956

Rhodine Road North CDD
C/O QGS
1450 S. Park Road
Plant City, FL 33566

RECEIVED

Rhodine Road Subdivision
Hillsborough County
PO# 197195-002 CDD
Call Before Loading
Contact: Matt 813-323-3532

BY:

Invoice Date	Invoice #	Terms
7/31/2019	32640	Net 30

Item #	Quantity	Description	Unit Price	Price	Amount
MH G3 ✓	1 ✓	4' Base 48" Diameter 5" Wall Sanitary Manhole Base	5940	731.00 ✓	731.00
	2 ✓	8" Z-Lok gasket/clamp			
	1 ✓	2' Cone 48" Diameter 5" Wall Sanitary Manhole Cone	1680		
20 ✓	1 ✓	41" Base 4' x 4' Curb Inlet Type "1", 6" wall	7320	719.00 ✓	719.00
21 ✓	1 ✓	47" Base 4' x 4' Curb Inlet Type "1", 6" wall	6900	719.00 ✓	719.00
22 ✓	1 ✓	61" Base 5' x 5' Curb Inlet Type "1", 6" wall	10800	1,010.00 ✓	1,010.00
	1 ✓	48" Single Offset Gasket			

Subtotal	\$3,179.00
Sales Tax (0.0%)	\$0.00
Balance Due	\$3,179.00

Let
8/12/19

424



Atlantic TNG, LLC

PO Box 729 • Sarasota, FL 34230
Phone • (941) 355-2988
Fax • (941) 351-3765

Invoice

DATE	INVOICE #
8/1/2019	124978

Rhodine Road North CDD C/O QGS 1450 S. Park Road Plant City, FL 33566
--

Rhodine Road Subdivision Hillsborough County PO# 197195-002 CDD Call Before Loading Contact: Matt 813-323-3532
--

RECEIVED

BY

DATE	INVOICE #	TERM
8/1/2019	28960	Net 30

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
MH G4 ✓	1 ✓ 2.5' Base 48" Diameter 5" Wall Sanitary Manhole Base	4700	641.00 ✓
	1 ✓ 6" Z-Lok gasket/clamp		
	1 ✓ 8" Z-Lok gasket/clamp		
	1 ✓ 2.5' Cone 48" Diameter 5" Wall Sanitary Manhole Cone	2100	
1 ✓	1 ✓ 45" Base 4' x 4' Curb Inlet Type "2", 6" wall	7520	677.00 ✓
15 ✓	1 ✓ 40" Base 4' x 4' Curb Inlet Type "2", 6" wall	6920	677.00 ✓
16 ✓	1 ✓ 45" Base 4' x 4' Curb Inlet Type "1", 6" wall	7720	719.00 ✓
	1 ✓ 48" Single Offset Gasket		

Subtotal	\$2,714.00
Sales Tax (0.0%)	\$0.00
Balance Due	\$2,714.00

8/12/19

424



Atlantic TNG, LLC
 PO Box 729 • Sarasota, FL 34230
 Phone • (941) 355-2988
 Fax • (941) 351-3765

Invoice

DATE	INVOICE #
8/2/2019	125003

TO:

Rhodine Road North CDD
 C/O QGS
 1450 S. Park Road
 Plant City, FL 33566

BY:

SHIP TO:

Rhodine Road Subdivision
 Hillsborough County
 PO# 197195-002 CDD
 Call Before Loading
 Contact: Matt 813-323-3532

DATE DUE	AMOUNT DUE	TERMS
8/2/2019	40840	Net 30

QUANTITY	UNIT	DESCRIPTION	WEIGHT	PRICE	AMOUNT
2 ✓	1 ✓	53" Base 4' x 4' Curb Inlet Type "2", 6" wall	8520	677.00 ✓	677.00
3 ✓	1 ✓	45" Base 4' x 4' Curb Inlet Type "2", 6" wall	7720	677.00 ✓	677.00
4 ✓	1 ✓	66" Base 4' x 5' Curb Inlet Type "2", 6" Wall	10040	944.00 ✓	944.00
6 ✓	1 ✓	45" Base 4' x 4' Curb Inlet Type "2", 6" wall	7720	677.00 ✓	677.00
47 ✓	1 ✓	48" Base 3' x 4½' Ditch Inlet type E, 6" wall, WB&C	6840	867.00 ✓	867.00

Subtotal	\$3,842.00
Sales Tax (0.0%)	\$0.00
Balance Due	\$3,842.00

Asst
8/12/19



QGS Development, Inc.
1450 S. Park Road, Plant City, FL 33566
(813) 634-3326 • Fax (813) 634-1733

Deductive Material CO

Proposal Submitted To: _____ Work To Be Performed At _____

To: Rhodine Road North CDD
c/o GMSCF, LLC
135 W. Central Blvd., Suite 320
Orlando, FL 32801

Rhodine Road Subdivision
Riverview, FL

Date: August 23, 2019

Deductive Material CO No.: 5

We hereby provide the following for Owner Direct Material Purchases:

1) Atlantic TNG – Per Attached Invoices (\$15,659.00)

Total Deductive Material CO (\$15,659.00)

The above and attached work to be completed for:

*****As Indicated Above*****

With payments made as follows: _____ Per Contract

Any alteration or deviation from the above specifications involving extra costs will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control.

The Purchaser: Hereby agrees that the contractor shall, at any time after ten (10) days of Purchaser's default in payment as hereby above provided, have the right to place liens and hire attorneys for the collection of the past due amount. All costs in collection and the additional cost of 10% APR interest will be due.

Note this proposal may be withdrawn by us if not accepted within 10 days.

ACCEPTANCE

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specific. Payment will be made as outlined above.

Signature: [Signature]
Owner or Representative

Date: 8-28-19

Signature: [Signature]
QGS Development, Inc.

Date: August 23, 2019

RHODINE ROAD SUBDIVISION (JOB #19-7195)**ATLANTIC TNG**

	CDD PO 2	\$150,806.00
	CDD PO 3	\$644.00
	TOTAL CDD PO'S:	\$151,450.00

INV. NO.	INV. DATE	INV. AMOUNT	PO BALANCE
124916	7/29/2019	\$2,654.00	\$57,594.50
125047	8/6/2019	\$3,011.00	\$54,583.50
125075	8/7/2019	\$2,453.00	\$52,130.50
125122	8/9/2019	\$3,595.00	\$48,535.50
125173	8/13/2019	\$3,946.00	\$44,589.50
	Total:	\$15,659.00	

Approved by Denise T./QGS (jg 8/23/19)

Total Inv's To Date
\$106,860.50

1424



Atlantic TNG, LLC

PO Box 729 • Sarasota, FL 34230
Phone • (941) 355-2988
Fax • (941) 351-3765

Invoice

7/29/2019	124916
-----------	--------

Rhodine Road North CDD
C/O QGS
1450 S. Park Road
Plant City, FL 33566

Rhodine Road Subdivision
Hillsborough County
PO# 197195-002 CDD
Call Before Loading
Contact: Matt 813-323-3532

7/29/2019	28020	Net 30
-----------	-------	--------

	4	48" Single Offset Gasket			
--	---	--------------------------	--	--	--

	Subtotal	\$2,654.00
	Sales Tax (0.0%)	\$0.00
	Balance Due	\$2,654.00

dot

1424



Atlantic TNG, LLC

PO Box 729 • Sarasota, FL 34230
Phone • (941) 355-2988
Fax • (941) 351-3765

Invoice

7/29/2019

124516

Rhodine Road North CDD
C/O QGS
1450 S. Park Road
Plant City, FL 33566

Rhodine Road Subdivision
Hillsborough County
PO# 197195-002 CDD
Call Before Loading
Contact: Matt 813-323-3532

		7/29/2019		28020		Net 30	
MH E2 ✓	1 ✓	3' Base 48" Diameter 5" Wall Sanitary Manhole Base	5120	641.00	✓	641.00	
	2 ✓	6" Z-lok gasket/clamp					
	1 ✓	8" Z-Lok gasket/clamp					
	1 ✓	2' Cone 48" Diameter 5" Wall Sanitary Manhole Cone	1680				
MH F2 ✓	1 ✓	3' Base 48" Diameter 5" Wall Sanitary Manhole Base	5120	641.00	✓	641.00	
	2 ✓	6" Z-lok gasket/clamp					
	1 ✓	8" Z-Lok gasket/clamp					
	1 ✓	2' Cone 48" Diameter 5" Wall Sanitary Manhole Cone	1680				
MH G2 ✓	1 ✓	4' Base 48" Diameter 5" Wall Sanitary Manhole Base	5940	731.00		731.00	✓
	2 ✓	8" Z-Lok gasket/clamp					
	1 ✓	2' Cone 48" Diameter 5" Wall Sanitary Manhole Cone	1680				
MH E1 ✓	1 ✓	2' Base 48" Diameter 5" Wall Sanitary Manhole Base	4280	641.00	✓	641.00	
	2 ✓	8" Z-Lok gasket/clamp					
	1 ✓	3' Cone 48" Diameter 5" Wall Sanitary Manhole Cone	2520				

	Subtotal
	Sales Tax (0.0%)
	Balance Due

1424



Atlantic TNG, LLC
 PO Box 729 • Sarasota, FL 34230
 Phone • (941) 355-2988
 Fax • (941) 351-3765

Invoice

8/6/2019

125047

Rhodine Road North CDD
 C/O QGS
 1450 S. Park Road
 Plant City, FL 33566

Rhodine Road Subdivision
 Hillsborough County
 PO# 197195-002 CDD
 Call Before Loading
 Contact: Matt 813-323-3532

INVOICE DATE

ORDER NUMBER

8/6/2019

36260

Net 30

48 ✓	1 ✓	50" Base 72" Diameter Ditch Inlet Type "D/J", 7" Wall	10120	1,318.00 ✓	1,318.00
	1 ✓	86" Diameter, 8" Reducing Slab	4880		
	1 ✓	6" Riser Cast On 3' x 4' Ditch Inlet Type "D" 6" Wall w/ EB&C	800		
49 ✓	1 ✓	40" Base 72" Diameter Type "J7" 7" Wall Storm Manhole Base	8360	1,125.00 ✓	1,125.00
	1 ✓	86" Diameter, 8" Top Slab	4880		
72 ✓	1 ✓	59" Base 48" Diameter Type "P8" 5" Wall Storm Manhole Base	5960	568.00 ✓	568.00
	1 ✓	18" Cone 48" Diameter Type "P8" 5" Wall Storm Manhole Cone	1260		

Subtotal		\$3,011.00
Sales Tax (0.0%)		\$0.00
Balance Due		\$3,011.00

Due 8/22/19

1424


Atlantic TNG, LLC

PO Box 729 • Sarasota, FL 34230
 Phone • (941) 355-2988
 Fax • (941) 351-3765

Invoice

8/7/2019

Rhodine Road North CDD
 C/O QGS
 1450 S. Park Road
 Plant City, FL 33566

Rhodine Road Subdivision
 Hillsborough County
 PO# 197195-002 CDD
 Call Before Loading
 Contact: Matt 813-323-3532

8/7/2019

29780

Net 30

4	↓	54" Base 60" Diameter Type "J8" 6" Wall Storm Manhole Base	7160	1,060.00	↓	1,060.00
	1	72" Diameter, 8" Reducing Slab	2480			
	1	18" Cone 48" Diameter Type "J8" 5" Wall Storm Manhole Cone	1260			
7	↓	78" Base 5' x 5' Curb Inlet Type "1/J", 8" wall	18880	1,393.00	↓	1,393.00

Subtotal \$2,453.00

Sales Tax (0.0%) \$0.00

Balance Due \$2,453.00

QGS
8/22/19

1424



Atlantic TNG, LLC
 PO Box 729 • Sarasota, FL 34230
 Phone • (941) 355-2988
 Fax • (941) 351-3765

Invoice

8/9/2019

125

Rhodine Road North CDD
 C/O QGS
 1450 S. Park Road
 City, FL 33566

9000 ft

Rhodine Road Subdivision
 Hillsborough County
 PO# 197195-002 CDD
 Call Before Loading
 Contact: Matt 813-323-3532

Handwritten signature

8/9/2019	39300	Net 30
----------	-------	--------

69 ✓	1	45" Base 4' x 4' Curb Inlet Type "1", 6" wall	7820	719.00 ✓	719.00
70 ✓	1	42" Base 4' x 4' Curb Inlet Type "1", 6" wall	7620	719.00 ✓	719.00
71 ✓	1	45" Base 4' x 4' Curb Inlet Type "1", 6" wall	7820	719.00 ✓	719.00
73 ✓	1	42" Base 4' x 4' Curb Inlet Type "1", 6" wall	7620	719.00 ✓	719.00
74 ✓	1	62" Base 4' x 4' Curb Inlet Type "1", 6" wall	8420	719.00 ✓	719.00

		Subtotal	\$3,595.00
		Sales Tax (0.0%)	\$0.00
		Balance Due	\$3,595.00

Handwritten signature

1424



Atlantic TNG, LLC

PO Box 729 • Sarasota, FL 34230
Phone • (941) 355-2988
Fax • (941) 351-3765

Invoice

8/13/2019

125173

Rhodine Road North CDD
C/O QGS
1450 S. Park Road
Plant City, FL 33566

RECEIVED

AUG. 19 2019

BY: _____

Rhodine Road Subdivision
Hillsborough County
PO# 197195-002 CDD
Call Before Loading
Contact: Matt 813-323-3532

		Delivery Date	Total Weight			
		8/13/2019	46300		Net 30	
50 ✓	1 ✓	63" Base 72" Diameter Type "J7" 7" Wall Storm Manhole Base	12540	2,131.00	✓	2,131.00
	1 ✓	58" Riser 72" Diameter Type "J7" 7" wall Storm Manhole Riser	7340			
	1 ✓	86" Diameter, 8" Top Slab	4880			
75 ✓	1 ✓	42" Base 4' x 4' Curb Inlet Type "2", 6" wall	7620	677.00	✓	677.00
76 ✓	1 ✓	29" Base 4' x 5' Curb Inlet Type "1", 6" Wall	6460	1,138.00	✓	1,138.00
	1 ✓	72" Riser 4' x 5' Curb Inlet Type "1", 6" Wall	7460			

8/22/19



QGS Development, Inc.
1450 S. Park Road, Plant City, FL 33566
(813) 634-3326 • Fax (813) 634-1733

Deductive Material CO

Proposal Submitted To:	Work To Be Performed At
To: Rhodine Road North CDD c/o GMSCF, LLC 135 W. Central Blvd., Suite 320 Orlando, FL 32801	Rhodine Road Subdivision Riverview, FL
Date: August 23, 2019	Deductive Material CO No.: 6

We hereby provide the following for Owner Direct Material Purchases:

1) Forterra – Per Attached Invoices (\$190,321.92)
Total Deductive Material CO (\$190,321.92)

The above and attached work to be completed for:

*****As Indicated Above*****

With payments made as follows: _____ Per Contract

Any alteration or deviation from the above specifications involving extra costs will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. The Purchaser. Hereby agrees that the contractor shall, at any time after ten (10) days of Purchaser's default in payment as hereby above provided, have the right to place liens and hire attorneys for the collection of the past due amount. All costs in collection and the additional cost of 10% APR interest will be due.

Note this proposal may be withdrawn by us if not accepted within 10 days.

ACCEPTANCE

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specific. Payment will be made as outlined above.

Signature: [Signature]
Owner or Representative

Date: 8-28-19

Signature: [Signature]
QGS Development, Inc.

Date: August 23, 2019

RHODINE ROAD SUBDIVISION (JOB #19-7195)**FORTERRA**

	CDD PO 4	\$268,362.80
	CDD PO 5	\$10,585.92
	TOTAL CDD PO'S:	\$278,948.72

INV. NO.	INV. DATE	INV. AMOUNT	PO BALANCE
11685920	7/31/2019	\$38,172.24	\$240,776.48
11686094	7/31/2019	\$40,362.24	\$200,414.24
11686167	7/31/2019	\$4,536.00	\$195,878.24
11686352	8/1/2019	\$19,152.00	\$176,726.24
11686398	8/1/2019	\$14,307.84	\$162,418.40
11686670	8/2/2019	\$17,039.52	\$145,378.88
11686678	8/2/2019	\$14,842.32	\$130,536.56
11689160	8/14/2019	\$13,215.28	\$117,321.28
11689382	8/15/2019	\$4,788.00	\$112,533.28
11689454	8/15/2019	<u>\$23,906.48</u>	\$88,626.80
	Total:	\$190,321.92	

Approved by Denise T. / QGS Dev., Inc. (jg
8/23/19)

Total Invoices To Date
\$190,321.92

2694

INVOICE RECEIVED

AUG 05 2019



WWW.FORTERRABP.COM

Ship To:
 (FL) RHODINE ROAD SUBDIVISION
 11650 RHODINE RD
 RIVERVIEW FL 33579

Bill To:
 RHODINE ROAD NORTH CDD
 c/o QGS DEVELOPMENT INC
 1450 S PARK RD
 Plant City FL 33566

Remit To:

Forterra Pipe & Precast, LLC
 PO BOX 842481
 DALLAS TX 75284-2481

Invoice Date	Page Number
31-JUL-19	1 of 3
Invoice Number	
11685920	
Sales Contract	Customer Number
10984609	10035058
Customer Order	
197195-004 CDD	



Date	Plant	SOL No	Description	Qty	Unit	Unit price	Extended Price
30-JUL-19	10621	2989019	MISC				
			42" RUBBER GASKET PROFILE ✓ 12ea/carton	5	EACH	.00	.00
			48" RUBBER GASKET PROFILE ✓ 12/carton	2	EACH	.00	.00
			MR-48"-PFL-4:1-RCP-BELL-96"	1	EACH	1,725.92	1,725.92
			MR-48"-PFL-4:1-RCP-BELL-96"~~~2	1	EACH	.00	.00
			P-R-042"-PFL-CL-3-C WALL-096"	40	LINEAR FEET	69.03	2,761.20
			STRUCTURE TOTAL				4,487.12
30-JUL-19	10621	2989020	MISC				
			48" RUBBER GASKET PROFILE ✓ 12/carton	6	EACH	.00	.00
			P-R-048"-PFL-CL-3-C WALL-096"	48	LINEAR FEET	83.73	4,019.04
			STRUCTURE TOTAL				4,019.04
30-JUL-19	10621	2989021	MISC				
			48" RUBBER GASKET PROFILE ✓ 12/carton	6	EACH	.00	.00
			P-R-048"-PFL-CL-3-C WALL-096"	48	LINEAR FEET	83.73	4,019.04
			STRUCTURE TOTAL				4,019.04
30-JUL-19	10621	2989022	MISC				
			48" RUBBER GASKET PROFILE ✓ 12/carton	6	EACH	.00	.00
Term: NET 30 DAYS							
				Total Qty			
FIRM# 54-0179210		Customer Service# 469-458-7973 credit@forterrabp.com		Take Discount of	IF PAID ON OR BEFORE		
					NO DAY		

2694

INVOICE

RECEIVED

AUG 07 2019



WWW.FORTERRABP.COM

Ship To:
(FL) RHODINE ROAD SUBDIVISION
11650 RHODINE RD
RIVERVIEW FL 33579

Bill To:
RHODINE ROAD NORTH CDD
c/o QGS DEVELOPMENT INC
1450 S PARK RD
Plant City FL 33566

BY

Remit To:

Forterra Pipe & Precast, LLC
PO BOX 842481
DALLAS TX 75284-2481

Invoice Date	Page Number
31-JUL-19	2 of 3
Invoice Number	
11685920	
Sales Contract	Customer Number
10984609	10035058
Customer Order	
197195-004 CDD	

Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
30-JUL-19	10621	2989023	P-R-048"-PFL-CL-3-C WALL-096"	48	LINEAR FEET	83.73	4,019.04
			STRUCTURE TOTAL				4,019.04
			MISC				
			30" RUBBER GASKET PROFILE (98 1/2) 30/carton	10	EACH	.00	.00
31-JUL-19	10621	2989916	P-R-030"-PFL-CL-3-B WALL-096"	80	LINEAR FEET	35.30	2,824.00
			STRUCTURE TOTAL				2,824.00
			MISC				
			30" RUBBER GASKET PROFILE (98 1/2) 30/carton	15	EACH	.00	.00
31-JUL-19	10621	2989917	P-R-030"-PFL-CL-3-B WALL-096"	120	LINEAR FEET	35.30	4,236.00
			STRUCTURE TOTAL				4,236.00
			MISC				
			24" RUBBER GASKET PROFILE (3/4" X505CC) 35/carton	15	EACH	.00	.00
31-JUL-19	10621	2989918	P-R-024"-PFL-CL-3-B WALL-096"	120	LINEAR FEET	25.40	3,048.00
			STRUCTURE TOTAL				3,048.00
			MISC				
			30" RUBBER GASKET PROFILE (98 1/2) 30/carton	15	EACH	.00	.00
Term: NET 30 DAYS				Total Qty			
FEIN# 54-0179210		Customer Service# 469-458-7973 credit@forterrabp.com		Take Discount of		IF PAID ON OR BEFORE	
						NO MAX	

2694

INVOICE

RECEIVED

AUG 07 2019

BY:



WWW.FORTERRABP.COM

Ship To:
(FL) RHODINE ROAD SUBDIVISION
11650 RHODINE RD
RIVERVIEW FL 33579

Bill To:
RHODINE ROAD NORTH CDD
c/o QGS DEVELOPMENT INC
1450 S PARK RD
Plant City FL 33566

Remit To:

Forterra Pipe & Precast, LLC
PO BOX 842481
DALLAS TX 75284-2481

Invoice Date	Page Number
31-JUL-19	3 of 3
Invoice Number	
11585920	
Sales Contract	Customer Number
10984609	10035058
Customer Order	
197195-004 CDD	



Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
31-JUL-19	10621	2989919	P-R-030"-PFL-CL-3-B WALL-096"	120	LINEAR FEET	35.30	4,236.00
			STRUCTURE TOTAL				4,236.00
			MISC				
			24" RUBBER GASKET PROFILE (3/4" X505CC) 35/carton	15	EACH	.00	.00
31-JUL-19	10621	2989920	P-R-024"-PFL-CL-3-B WALL-096"	120	LINEAR FEET	25.40	3,048.00
			STRUCTURE TOTAL				3,048.00
			MISC				
			30" RUBBER GASKET PROFILE (98 1/2) 30/carton	15	EACH	.00	.00
			P-R-030"-PFL-CL-3-B WALL-096"	120	LINEAR FEET	35.30	4,236.00
			STRUCTURE TOTAL				4,236.00
			MATERIAL SUB-TOTAL				38,172.24
Term: NET 30 DAYS				Total Qty	976	Sales Tax:	.00
FEIN# 54-0179210		Customer Service# 469-458-7973 credit@forterrabp.com		Take Discount of .00	IF PAID ON OR BEFORE MO DAY 08 30	AMOUNT DUE 38,172.24	

8/15/19

2194

INVOICE RECEIVED

AUG 07 2019



WWW.FORTERRABP.COM

Ship To:
 (FL) RHODINE ROAD SUBDIVISION
 11650 RHODINE RD
 RIVERVIEW FL 33579

Bill To:
 RHODINE ROAD NORTH CDD
 c/o QGS DEVELOPMENT INC
 1450 S PARK RD
 Plant City FL 33566

BY:

Remit To:

Forterra Pipe & Precast, LLC
 PO BOX 842481
 DALLAS TX 75284-2481

Invoice Date	Page Number
31-JUL-19	1 of 4
Invoice Number	
11686094	
Sales Contract	Customer Number
10984609	10035058
Customer Order	
197195-004 CDD	



Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
29-JUL-19	10605	2988534	MISC 36" RUBBER GASKET PROFILE (118 1/8)	9	EACH	.00	.00
			P-R-036"-PFL-CL-3-B WALL-096"-----GRANITE MIX	72	LINEAR FEET	49.68	3,576.96
			STRUCTURE TOTAL				3,576.96
29-JUL-19	10605	2988535	MISC 36" RUBBER GASKET PROFILE (118 1/8)	9	EACH	.00	.00
			ME-36"-PFL-4:1-RCP-BELL-96"	3	EACH	1,133.44	3,400.32
			ME-36"-PFL-4:1-RCP-BELL-96"---2	3	EACH	.00	.00
			P-R-036"-PFL-CL-3-B WALL-096"-----GRANITE MIX	24	LINEAR FEET	49.68	1,192.32
			STRUCTURE TOTAL				4,592.64
30-JUL-19	10605	2989217	MISC 36" RUBBER GASKET PROFILE (118 1/8)	9	EACH	.00	.00
			P-R-036"-PFL-CL-3-B WALL-096"-----GRANITE MIX	72	LINEAR FEET	49.68	3,576.96
			STRUCTURE TOTAL				3,576.96
30-JUL-19	10605	2989218	MISC 36" RUBBER GASKET PROFILE (118 1/8)	9	EACH	.00	.00
Term: NET 30 DAYS				Total Qty			
PRIN# 54-0179210		Customer Service# 469-458-7973 credit@forterrabp.com		Take Discount of		IF PAID ON OR BEFORE MO DAY	

2694

INVOICE RECEIVED

AUG 07 2019



WWW.FORTERRABP.COM

Ship To:
(FL) RHODINE ROAD SUBDIVISION
11650 RHODINE RD
RIVERVIEW FL 33579

Bill To:
RHODINE ROAD NORTE CDD
c/o QGS DEVELOPMENT INC
1450 S PARK RD
Plant City FL 33566

BY.

Remit To:
Forterra Pipe & Precast, LLC
PO BOX 842481
DALLAS TX 75284-2481

Invoice Date	Page Number
31-JUL-19	2 of 4
Invoice Number	
11686094	
Sales Contract	Customer Number
10984609	10035058
Customer Order	
197195-004 CDD	



Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
30-JUL-19	10605	2989219	P-R-036"-PFL-CL-3-B WALL-096"-----GRANITE MIX	72	LINEAR FEET	49.68	3,576.96
			STRUCTURE TOTAL				3,576.96
			MISC				
			36" RUBBER GASKET PROFILE (118 1/8)	9	EACH	.00	.00
30-JUL-19	10605	2989220	P-R-036"-PFL-CL-3-B WALL-096"-----GRANITE MIX	72	LINEAR FEET	49.68	3,576.96
			STRUCTURE TOTAL				3,576.96
			MISC				
			36" RUBBER GASKET PROFILE (118 1/8)	9	EACH	.00	.00
31-JUL-19	10605	2989839	P-R-036"-PFL-CL-3-B WALL-096"-----GRANITE MIX	72	LINEAR FEET	49.68	3,576.96
			STRUCTURE TOTAL				3,576.96
			MISC				
			36" RUBBER GASKET PROFILE (118 1/8)	9	EACH	.00	.00
			P-R-036"-PFL-CL-3-B WALL-096"-----GRANITE MIX	72	LINEAR FEET	49.68	3,576.96
			STRUCTURE TOTAL				3,576.96
Term: NET 30 DAYS				Total Qty			
FEIN# 54-0179210		Customer Service# 469-458-7973 credit@forterrabp.com		Take Discount of		IF PAID ON OR BEFORE MO DAY	

2694

INVOICE RECEIVED

AUG 07 2019



WWW.FORTERRABP.COM

Ship To:
(FL) RHODINE ROAD SUBDIVISION
11650 RHODINE RD
RIVERVIEW FL 33579

Bill To:
RHODINE ROAD NORTH CDD
c/o QGS DEVELOPMENT INC
1450 S PARK RD
Plant City FL 33566

Remit To:
Forterra Pipe & Precast, LLC
PO BOX 842481
DALLAS TX 75284-2481

Invoice Date	Page Number
31-JUL-19	3 of 4
Invoice Number	
11686094	
Sales Contract	Customer Number
10984609	10035058
Customer Order	
197195-004 CDD	



Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
31-JUL-19	10605	2989840	MISC 36" RUBBER GASKET PROFILE (118 1/8) P-R-036"-PFL-CL-3-B WALL-096"-----GRANITE MIX	9 72	EACH LINEAR FEET	.00 49.68	.00 3,576.96
			STRUCTURE TOTAL				3,576.96
31-JUL-19	10605	2989841	MISC 36" RUBBER GASKET PROFILE (118 1/8) P-R-036"-PFL-CL-3-B WALL-096"-----GRANITE MIX	9 72	EACH LINEAR FEET	.00 49.68	.00 3,576.96
			STRUCTURE TOTAL				3,576.96
31-JUL-19	10605	2989842	MISC 36" RUBBER GASKET PROFILE (118 1/8) P-R-036"-PFL-CL-3-B WALL-096"-----GRANITE MIX	9 72	EACH LINEAR FEET	.00 49.68	.00 3,576.96
			STRUCTURE TOTAL				3,576.96
31-JUL-19	10605	2990301	MISC 36" RUBBER GASKET PROFILE (118 1/8) P-R-036"-PFL-CL-3-B WALL-096"-----GRANITE MIX	9 72	EACH LINEAR FEET	.00 49.68	.00 3,576.96

Term: NET 30 DAYS

Total Qty

PRINT#
54-0179210

Customer Service#
469-458-7973
credit@forterrabp.com

Take Discount of

IF PAID ON OR BEFORE
NO DAY

2694

INVOICE

RECEIVED

AUG 07 2019



WWW.FORTERRABP.COM

Ship To:
(FL) RHODINE ROAD SUBDIVISION
11650 RHODINE RD
RIVERVIEW FL 33579

Bill To:
RHODINE ROAD NORTH CDD
c/o QGS DEVELOPMENT INC
1450 S PARK RD
Plant City FL 33566

Remit To:

Forterra Pipe & Precast, LLC
PO BOX 842481
DALLAS TX 75284-2481

Invoice Date	Page Number
31-JUL-19	4 of 4
Invoice Number	
11686094	
Sales Contract	Customer Number
10984609	10035058
Customer Order	
197195-004 CDD	



Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
			STRUCTURE TOTAL				3,576.96
			MATERIAL SUB-TOTAL				40,362.24
Term: NET 30 DAYS			Total Qty	849	Sales Tax: .00		
FEIN# 54-0179210		Customer Service# 469-458-7973 credit@forterrabp.com		Take Discount of .00	IF PAID ON OR BEFORE MO DAY 08 30		AMOUNT DUE 40,362.24

dbt
8/15/19

2694

INVOICE

RECEIVED

AUG 07 2019



FORTERRA

WWW.FORTERRABP.COM

Ship To:
 (FL) RHODINE ROAD SUBDIVISION
 11650 RHODINE RD
 RIVERVIEW FL 33579

Bill To:
 RHODINE ROAD NORTH CDD
 c/o QGS DEVELOPMENT INC
 1450 S PARK RD
 Plant City FL 33566

Remit To:

Forterra Pipe & Precast, LLC
 PO BOX 842481
 DALLAS TX 75284-2481

Invoice Date	Page Number
31-JUL-19	1 of 1
Invoice Number	
11586167	
Sales Contract	Customer Number
10984609	10035058
Customer Order	
197195-004 CDD	

Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
30-JUL-19	10612	2989287	GRENA STYLE FE-36"-SGL--RCP-BELL-GT ✓	2	EACH	1,596.00 ✓	3,192.00
			STRUCTURE TOTAL				3,192.00
30-JUL-19	10612	2989287	WINTER HAVEN STYLE FE-30"-SGL--RCP-BELL-WH ✓	1	EACH	1,344.00 ✓	1,344.00
			STRUCTURE TOTAL				1,344.00
			MATERIAL SUB-TOTAL				4,536.00
Term: NET 30 DAYS				Total Qty	3	Sales Tax:	.00
FEIN# 54-0179210		Customer Service# 469-458-7973 credit@forterrabp.com		Take Discount of .00	IF PAID ON OR BEFORE NO DAY 08 30		AMOUNT DUE 4,536.00

2694
 8/11/19

2694

INVOICE



WWW.FORTERRABP.COM

Ship To:
 (FL) RHODINE ROAD SUBDIVISION
 11650 RHODINE RD
 RIVERVIEW FL 33579

RECEIVED

AUG 05 2019

BY: _____

Bill To:
 RHODINE ROAD NORTH CDD
 c/o QGS DEVELOPMENT INC
 1450 S PARK RD
 Plant City FL 33566

Remit To:

Forterra Pipe & Precast, LLC
 PO BOX 842481
 DALLAS TX 75284-2481

Invoice Date	Page Number
01-AUG-19	1 of 2
Invoice Number	
11686152	
Sales Contract	Customer Number
10984609	10035058
Customer Order	
197195-004 CDD	

Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
01-AUG-19	10621	2990744	MISC				
			24" RUBBER GASKET PROFILE (3/4" X505CC) 35/carton ✓	19	EACH	.00	.00
			P-R-024"-PFL-CL-3-B WALL-096"	152	LINEAR FEET	25.40 ✓	3,860.80
			STRUCTURE TOTAL				3,860.80
01-AUG-19	10621	2990745	MISC				
			24" RUBBER GASKET PROFILE (3/4" X505CC) 35/carton ✓	19	EACH	.00	.00
			P-R-024"-PFL-CL-3-B WALL-096"	152	LINEAR FEET	25.40 ✓	3,860.80
			STRUCTURE TOTAL				3,860.80
01-AUG-19	10621	2990746	MISC				
			24" RUBBER GASKET PROFILE (3/4" X505CC) 35/carton ✓	9	EACH	.00	.00
			30" RUBBER GASKET PROFILE (98 1/2) 30/carton ✓	7	EACH	.00	.00
			P-R-024"-PFL-CL-3-B WALL-096"	72	LINEAR FEET	25.40 ✓	1,828.80
			P-R-030"-PFL-CL-3-B WALL-096"	56	LINEAR FEET	35.30 ✓	1,976.80
			STRUCTURE TOTAL				3,805.60
01-AUG-19	10621	2990747	MISC				
			30" RUBBER GASKET PROFILE (98 1/2) 30/carton ✓	15	EACH	.00	.00
			P-R-030"-PFL-CL-3-B WALL-096"	120	LINEAR	35.30 ✓	4,236.00
Term: NET 30 DAYS				Total Qty			
FEIN# 54-0179210		Customer Service# 469-458-7973 credit@forterrabp.com		Take Discount of		IF PAID ON OR BEFORE MO DAY	

2694

INVOICE



WWW.FORTERRABP.COM

Ship To:
 (FL) RHODINE ROAD SUBDIVISION
 11650 RHODINE RD
 RIVERVIEW FL 33579

Bill To:
 RHODINE ROAD NORTE CDD
 c/o QGS DEVELOPMENT INC
 1450 S PARK RD
 Plant City FL 33566

Remit To:

Forterra Pipe & Precast, LLC
 PO BOX 842481
 DALLAS TX 75284-2481

Invoice Date	Page Number
01-AUG-19	2 of 2
Invoice Number	
11686352	
Sales Contract	Customer Number
10984609	10035058
Customer Order	
197195-004 CDD	

Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
01-AUG-19	10621	2990748	STRUCTURE TOTAL		FEET		4,236.00
			MISC				
			30" RUBBER GASKET PROFILE (98	12	EACH	.00	.00
			1/2) 30/carton				
			F-R-030"-PFL~CL-3-B WALL~096"	96	LINEAR	35.30	3,388.80
			FEET				
			STRUCTURE TOTAL				3,388.80
			MATERIAL SUB-TOTAL				19,152.00
Term: NET 30 DAYS				Total Qty	729	Sales Tax:	.00
FEIN#		Customer Service#		Take Discount of		AMOUNT DUE	
54-0179210		469-458-7973		IF PAID ON OR BEFORE		19,152.00	
		credit@forterrabp.com		NO DAY			
				.00 08 31			

2694
 8/15/19

2694

INVOICE

**FORTERRA**

WWW.FORTERRASP.COM

Ship To:
 (FL) RHODINE ROAD SUBDIVISION
 11650 RHODINE RD
 RIVERVIEW FL 33579

Bill To:
 RHODINE ROAD NORTH CDD
 c/o QGS DEVELOPMENT INC
 1450 S PARK RD
 Plant City FL 33566

AUG 09 2019

Remit To:

Forterra Pipe & Precast, LLC
 PO BOX 842481
 DALLAS TX 75284-2481

Invoice Date	Page Number
01-AUG-19	1 of 2
Invoice Number	
11686398	
Sales Contract	Customer Number
10984609	10035058
Customer Order	
197195-004 CDD	



Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
01-AUG-19	10605	2990607	MISC 36" RUBBER GASKET PROFILE (118 1/8)	9	EACH	.00	.00
			P-R-036"-PFL-CL-3-B WALL-096"-----GRANITE MIX	72	LINEAR FEET	49.68	3,576.96
			STRUCTURE TOTAL				3,576.96
01-AUG-19	10605	2990608	MISC 36" RUBBER GASKET PROFILE (118 1/8)	9	EACH	.00	.00
			P-R-036"-PFL-CL-3-B WALL-096"-----GRANITE MIX	72	LINEAR FEET	49.68	3,576.96
			STRUCTURE TOTAL				3,576.96
01-AUG-19	10605	2990609	MISC 36" RUBBER GASKET PROFILE (118 1/8)	9	EACH	.00	.00
			P-R-036"-PFL-CL-3-B WALL-096"-----GRANITE MIX	72	LINEAR FEET	49.68	3,576.96
			STRUCTURE TOTAL				3,576.96
01-AUG-19	10605	2990610	MISC 36" RUBBER GASKET PROFILE (118 1/8)	9	EACH	.00	.00
			P-R-036"-PFL-CL-3-B WALL-096"-----GRANITE MIX	72	LINEAR FEET	49.68	3,576.96
			STRUCTURE TOTAL				3,576.96
Term: NET 30 DAYS				Total Qty			
FEIN# 54-0179210		Customer Service# 469-458-7973 credit@forterrasp.com		Take Discount of		IF PAID ON OR BEFORE MO DAY	

2694

INVOICE

AUG 09 2019



WWW.FORTERRABP.COM

Ship To:
(FL) RHODINE ROAD SUBDIVISION
11650 RHODINE RD
RIVERVIEW FL 33579

Bill To:
RHODINE ROAD NORTH CDD
c/o QGS DEVELOPMENT INC
1450 S PARK RD
Plant City FL 33566

Remit To:
Forterra Pipe & Precast, LLC
PO BOX 842481
DALLAS TX 75284-2481

Invoice Date	Page Number
01-AUG-19	2 of 2
Invoice Number	
11686398	
Sales Contract	Customer Number
10984609	10035058
Customer Order	
197195-004 CDD	



Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
			STRUCTURE TOTAL				3,576.96
			MATERIAL SUB-TOTAL				14,307.84

dot
01/5/19

2694

INVOICE



WWW.FORTERRABP.COM

Ship To:
 (FL) RHODINE ROAD SUBDIVISION
 11650 RHODINE RD
 RIVERVIEW FL 33579

Bill To:
 RHODINE ROAD NORTH CDD
 c/o QGS DEVELOPMENT INC
 1450 S PARK RD
 Plant City FL 33566

AUG 09 2019

BY:

Remit To:

Forterra Pipe & Precast, LLC
 PO BOX 842481
 DALLAS TX 75284-2481

Invoice Date	Page Number
02-AUG-19	1 of 2
Invoice Number	
11686670	
Sales Contract	Customer Number
10984609	10035058
Customer Order	
197195-004 CDD	

Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
02-AUG-19	10621	2991327	MISC				
			24" RUBBER GASKET PROFILE (3/4" X505CC) 35/carton	17	EACH	.00	.00
			P-R-024"-PFL-CL-3-B WALL-096"	136	LINEAR FEET	25.40	3,454.40
			STRUCTURE TOTAL				3,454.40
02-AUG-19	10621	2991328	MISC				
			24" RUBBER GASKET PROFILE (3/4" X505CC) 35/carton	18	EACH	.00	.00
			P-R-024"-PFL-CL-3-B WALL-096"	144	LINEAR FEET	25.40	3,657.60
			STRUCTURE TOTAL				3,657.60
02-AUG-19	10621	2991329	MISC				
			24"X38" OVAL PROFILE GASKET 30/carton	13	EACH	.00	.00
			P-E-024"X038"-PFL-CL3 -BW-096"	104	LINEAR FEET	52.74	5,484.96
			STRUCTURE TOTAL				5,484.96
02-AUG-19	10621	2991330	MISC				
			15" RUBBER GASKET PROFILE (21/32"X262CC) 60/carton	14	EACH	.00	.00
			24"X38" OVAL PROFILE GASKET 30/carton	7	EACH	.00	.00
			ME-24"X38"-PFL-4:1-ECP-BELL-96"	1	EACH	489.44	489.44
			ME-24"X38"-PFL-4:1-ECP-SPGT-96"	1	EACH	489.44	489.44
Term: NET 30 DAYS				Total Qty			
FEIN# 54-0179210		Customer Service# 469-458-7973 credit@forterrabp.com		Take Discount of	IF PAID ON OR BEFORE		
					NO DAY		

2694

INVOICE

RECEIVED

AUG 09 2019



WWW.FORTERRABP.COM

Ship To:
 (FL) RHODINE ROAD SUBDIVISION
 11650 RHODINE RD
 RIVERVIEW FL 33579

Bill To:
 RHODINE ROAD NORTH CDD
 c/o QGS DEVELOPMENT INC
 1450 S PARK RD
 Plant City FL 33566

Remit To:

Forterra Pipe & Precast, LLC
 PO BOX 842481
 DALLAS TX 75284-2481

Invoice Date	Page Number
02-AUG-19	2 of 2
Invoice Number	
11686670	
Sales Contract	Customer Number
10984609	10035058
Customer Order	
197195-004 CDD	



Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
			P-E-024"X038"-PFL-CL3 -BW-096" ✓	40	LINEAR FEET	52.74 ✓	2,109.60
			P-R-015"-PFL-CL-3-B WALL-096" ✓	112	LINEAR FEET	12.09 ✓	1,354.08
			STRUCTURE TOTAL				4,442.56
			MATERIAL SUB-TOTAL				17,039.52
Term: NET 30 DAYS				Total Qty	607	Sales Tax:	.00
FEIN# 54-0179210		Customer Service# 469-458-7973 credit@forterrabp.com		Take Discount of .00		IF PAID ON OR BEFORE NO DAY 09 01	AMOUNT DUE 17,039.52

08/15/19

2694

INVOICE

RECEIVED

AUG 09 2019



WWW.FORTERRABP.COM

Ship To:
 (FL) RHODINE ROAD SUBDIVISION
 11650 RHODINE RD
 RIVERVIEW FL 33579

Bill To:
 RHODINE ROAD NORTH CDD
 c/o QGS DEVELOPMENT INC
 1450 S PARK RD
 Plant City FL 33566

BY:

Remit To:

Forterra Pipe & Precast, LLC
 PO BOX 842481
 DALLAS TX 75284-2481

Invoice Date	Page Number
02-AUG-19	1 of 2
Invoice Number	
11686678	
Sales Contract	Customer Number
10984609	10035058
Customer Order	
197195-004 CDD	



Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
02-AUG-19	10605	2991221	MISC				
			18" PROFILE GASKET (3/4 "X396CC) ✓	29	EACH	.00	.00
			P-R-018"-PFL-CL-3-B	232	LINEAR	16.21 ✓	3,760.72
			WALL-096"-----GRANITE MIX		FEET		
			STRUCTURE TOTAL				3,760.72
02-AUG-19	10605	2991222	MISC				
			18" PROFILE GASKET (3/4 "X396CC) ✓	29	EACH	.00	.00
			P-R-018"-PFL-CL-3-B	232	LINEAR	16.21 ✓	3,760.72
			WALL-096"-----GRANITE MIX		FEET		
			STRUCTURE TOTAL				3,760.72
02-AUG-19	10605	2991223	MISC				
			18" PROFILE GASKET (3/4 "X396CC) ✓	29	EACH	.00	.00
			P-R-018"-PFL-CL-3-B	232	LINEAR	16.21 ✓	3,760.72
			WALL-096"-----GRANITE MIX		FEET		
			STRUCTURE TOTAL				3,760.72
02-AUG-19	10605	2991224	MISC				
			18" PROFILE GASKET (3/4 "X396CC) ✓	6	EACH	.00	.00
			36" RUBBER GASKET PROFILE (118 1/8) ✓	7	EACH	.00	.00
			P-R-018"-PFL-CL-3-B	48	LINEAR	16.21 ✓	778.08
			WALL-096"-----GRANITE MIX		FEET		
			P-R-036"-PFL-CL-3-B	56	LINEAR	49.68 ✓	2,782.08
Term: NET 30 DAYS				Total Qty			
FEIN# 54-0179210		Customer Service# 469-458-7973 credit@forterrabp.com		Take Discount of	IF PAID ON OR BEFORE		
					NO DAY		

2674

INVOICE



WWW.FORTERRABP.COM

Ship To:
 (FL) RHODINE ROAD SUBDIVISION
 11650 RHODINE RD
 RIVERVIEW FL 33579

Bill To:
 RHODINE ROAD NORTH CDD
 c/o QGS DEVELOPMENT INC
 1450 S PARK RD
 Plant City FL 33566

AUG 09 2019

Remit To:
 Forterra Pipe & Precast, LLC
 PO BOX 842481
 DALLAS TX 75284-2481

Invoice Date	Page Number
02-AUG-19	2 of 2
Invoice Number	
11686678	
Sales Contract	Customer Number
10984609	10035058
Customer Order	
197195-004 CDD	



Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
			WALL-096"-----GRANITE MIX		FEET		
			STRUCTURE TOTAL				3,560.16
			MATERIAL SUB-TOTAL				14,842.32
Term: NET 30 DAYS				Total Qty	900	Sales Tax:	.00
FEIN# 54-0179210		Customer Service# 469-458-7973 credit@forterrabp.com		Take Discount of .00	IF PAID ON OR BEFORE MO DAY 09 01		AMOUNT DUE 14,842.32

8/13/19

2694

INVOICE



WWW.FORTERRABP.COM

Ship To:
(FL) RHODINE ROAD SUBDIVISION
11650 RHODINE RD
RIVERVIEW FL 33579

Bill To:
RHODINE ROAD NORTH CDD
c/o QGS DEVELOPMENT INC
1450 S PARK RD
Plant City FL 33566

RECEIVED

AUG 20 2019

BY:

Remit To:
Forterra Pipe & Precast, LLC
PO BOX 842481
DALLAS TX 75284-2481

Invoice Date	Page Number
14-AUG-19	1 of 2
Invoice Number	
11689160	
Sales Contract	Customer Number
10984609	10035058
Customer Order	
197195-004 CDD	



Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
14-AUG-19	10605	2996168	MISC				
			18" PROFILE GASKET (3/4 "X396CC) ✓	3	EACH	.00	.00
			36" RUBBER GASKET PROFILE (118 1/8) ✓	5	EACH	.00	.00
			36" RUBBER GASKET PROFILE (118 1/8) 20/carton	2	EACH	.00	.00
			P-R-018"-PFL-CL-3-B WALL-096"-----GRANITE MIX	24	LINEAR FEET	16.21 ✓	389.04
			P-R-036"-PFL-CL-3-B WALL-096"-----GRANITE MIX	40	LINEAR FEET	49.68 ✓	1,987.20
			STRUCTURE TOTAL				2,376.24
14-AUG-19	10605	2996169	MISC				
			18" PROFILE GASKET (3/4 "X396CC)	28	EACH	.00	.00
			P-R-018"-PFL-CL-3-B WALL-096"-----GRANITE MIX	224	LINEAR FEET	16.21 ✓	3,631.04
			STRUCTURE TOTAL				3,631.04
14-AUG-19	10605	2996170	MISC				
			18" PROFILE GASKET (3/4 "X396CC) ✓	28	EACH	.00	.00
			P-R-018"-PFL-CL-3-B WALL-096"-----GRANITE MIX	224	LINEAR FEET	16.21 ✓	3,631.04
			STRUCTURE TOTAL				3,631.04
14-AUG-19	10605	2996171	MISC				

Term: NET 30 DAYS

Total Qty

FEIN#
54-0179210

Customer Service#
469-458-7973
credit@forterrabp.com

Take Discount of IF PAID ON OR BEFORE
NO DAY

2694

INVOICE

**FORTERRA**

WWW.FORTERRABP.COM

Ship To:
 (FL) RHODINE ROAD SUBDIVISION
 11650 RHODINE RD
 RIVERVIEW FL 33579

Bill To:
 RHODINE ROAD NORTH CDD
 c/o QGS DEVELOPMENT INC
 1450 S PARK RD
 Plant City FL 33566

RECEIVED

AUG 20 2019

BY: _____

Remit To:

Forterra Pipe & Precast, LLC
 PO BOX 842481
 DALLAS TX 75284-2481

Invoice Date	Page Number
14-AUG-19	2 of 2
Invoice Number	
11689160	
Sales Contract	Customer Number
10984609	10035058
Customer Order	
197195-004 CDD	



Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
			36" RUBBER GASKET PROFILE (118 1/8)	9	EACH	.00	.00
			P-R-036"-PFL-CL-3-B WALL-096"-----GRANITE MIX	72	LINEAR FEET	49.68	3,576.96
			STRUCTURE TOTAL				3,576.96
			MATERIAL SUB-TOTAL				13,215.28
Term: NET 30 DAYS				Total Qty	659	Sales Tax:	.00
FEIN# 54-0179210		Customer Service# 469-458-7973 credit@forterrabp.com		Take Discount of	IF PAID ON OR BEFORE	AMOUNT DUE	
				.00	MO DAY 09 13	13,215.28	

9/22/19

2694

INVOICE



WWW.FORTERRABP.COM

Ship To:
 (FL) RHODINE ROAD SUBDIVISION
 11650 RHODINE RD
 RIVERVIEW FL 33579

Bill To:
 RHODINE ROAD NORTH CDD
 c/o QGS DEVELOPMENT INC
 1450 S PARK RD
 Plant City FL 33566

RECEIVED
 AUG 20 2019
 BY:

Remit To:

Forterra Pipe & Precast, LLC
 PO BOX 842481
 DALLAS TX 75284-2481

Invoice Date	Page Number
15-AUG-19	1 of 1
Invoice Number	
11689382	
Sales Contract	Customer Number
10984609	10035058
Customer Order	
197195-004 CDD	



Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
15-AUG-19	10612	2997028	GREYNA STYLE				
			FE-36"-SGL--RCP-BELL-GT ✓	2 ✓	EACH	1,596.00 ✓	3,192.00
			FE-36"-SGL--RCP-SPGT-GT ✓	1 ✓	EACH	1,596.00 ✓	1,596.00
			STRUCTURE TOTAL				4,788.00
			MATERIAL SUB-TOTAL				4,788.00
Term: NET 30 DAYS			Total Qty	3	Sales Tax: .00		
FEIN# 54-0179210		Customer Service# 469-458-7973 credit@forterrabp.com		Take Discount of .00	IF PAID ON OR BEFORE MO DAY 09 14	AMOUNT DUE 4,788.00	

2694
 8/22/19

2694

INVOICE



WWW.FORTERRABP.COM

Ship To:
(FL) RHODINE ROAD SUBDIVISION
11650 RHODINE RD
RIVERVIEW FL 33579

Bill To:
RHODINE ROAD NORTH CDD
c/o QGS DEVELOPMENT INC
1450 S PARK RD
Plant City FL 33566

RECEIVED

AUG 20 2019

BY

Remit To:
Forterra Pipe & Precast, LLC
PO BOX 842481
DALLAS TX 75284-2481

Invoice Date	Page Number
15-AUG-19	1 of 2
Invoice Number	
11689454	
Sales Contract	Customer Number
10984609	10035058
Customer Order	
197195-004 CDD	



Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
15-AUG-19	10621	2996845	MISC				
			30" RUBBER GASKET PROFILE (98 1/2) 30/carton ✓	15	EACH	.00	.00
			P-R-030"-PFL-CL-3-B WALL-096"	120	LINEAR FEET	35.30	4,236.00
			STRUCTURE TOTAL				4,236.00
15-AUG-19	10621	2996846	MISC				
			24" RUBBER GASKET PROFILE (3/4 "X505CC) 35/carton ✓	19	EACH	.00	.00
			P-R-024"-PFL-CL-3-B WALL-096"	152	LINEAR FEET	25.40	3,860.80
			STRUCTURE TOTAL				3,860.80
15-AUG-19	10621	2996847	MISC				
			24" RUBBER GASKET PROFILE (3/4 "X505CC) 35/carton ✓	19	EACH	.00	.00
			P-R-024"-PFL-CL-3-B WALL-096"	152	LINEAR FEET	25.40	3,860.80
			STRUCTURE TOTAL				3,860.80
15-AUG-19	10621	2996848	MISC				
			24" RUBBER GASKET PROFILE (3/4 "X505CC) 35/carton ✓	19	EACH	.00	.00
			P-R-024"-PFL-CL-3-B WALL-096"	152	LINEAR FEET	25.40	3,860.80
			STRUCTURE TOTAL				3,860.80
15-AUG-19	10621	2996849	MISC				
			24" RUBBER GASKET PROFILE (3/4 ✓	19	EACH	.00	.00

Term: NET 30 DAYS

Total Qty

FEIN#
54-0179210

Customer Service#
469-458-7973
credit@forterrabp.com

Take Discount of

IF PAID ON OR BEFORE
NO DAY

2694

INVOICE



WWW.FORTERRABP.COM

Ship To:
(FL) RHODINE ROAD SUBDIVISION
11650 RHODINE RD
RIVERVIEW FL 33579

Bill To:
RHODINE ROAD NORTH CDD
c/o QGS DEVELOPMENT INC
1450 S PARK RD
Plant City FL 33566

RECEIVED

AUG 20 2019

BY: _____

Remit To:

Forterra Pipe & Precast, LLC
PO BOX 842481
DALLAS TX 75284-2481

Invoice Date	Page Number
15-AUG-19	2 of 2
Invoice Number	
11689454	
Sales Contract	Customer Number
10984609	10035058
Customer Order	
197195-004 CDD	



Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
15-AUG-19	10621	2996850	"X505CC) 35/carton P-R-024"-PFL-CL-3-B WALL-096"	152	LINEAR FEET	25.40	3,860.80
			STRUCTURE TOTAL				3,860.80
			MISC				
			15" RUBBER GASKET PROFILE (21/32"X262CC) 60/carton	29	EACH	.00	.00
15-AUG-19	10621	2996860	P-R-015"-PFL-CL-3-B WALL-096"	232	LINEAR FEET	12.09	2,804.88
			STRUCTURE TOTAL				2,804.88
			MISC				
			24" RUBBER GASKET PROFILE (3/4"X505CC) 35/carton	7	EACH	.00	.00
			P-R-024"-PFL-CL-3-B WALL-096"	56	LINEAR FEET	25.40	1,422.40
			STRUCTURE TOTAL				1,422.40
			MATERIAL SUB-TOTAL				23,906.48
Term: NET 30 DAYS				Total Qty	1143	Sales Tax:	.00
FEIN# 54-0179210		Customer Service# 469-458-7973 credits@forterrabp.com		Take Discount of	IF PAID ON OR BEFORE	AMOUNT DUE	
				.00	NO DAY 09 14	23,906.48	

22/2019



QGS Development, Inc.
1450 S. Park Road, Plant City, FL 33566
(813) 634-3326 • Fax (813) 634-1733

Deductive Material CO

<u>Proposal Submitted To:</u>	<u>Work To Be Performed At</u>
To: Rhodine Road North CDD c/o GMSCF, LLC 135 W. Central Blvd., Suite 320 Orlando, FL 32801	Rhodine Road Subdivision Riverview, FL
Date: August 23, 2019	Deductive Material CO No.: 7

We hereby provide the following for Owner Direct Material Purchases:

1) Fortiline – Per Attached Invoices (\$36,642.00)

Total Deductive Material CO (\$36,642.00)

The above and attached work to be completed for:

*****As Indicated Above*****

With payments made as follows: Per Contract

Any alteration or deviation from the above specifications involving extra costs will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control.

The Purchaser: Hereby agrees that the contractor shall, at any time after ten (10) days of Purchaser's default in payment as hereby above provided, have the right to place liens and hire attorneys for the collection of the past due amount. All costs in collection and the additional cost of 10% APR interest will be due.

Note this proposal may be withdrawn by us if not accepted within 10 days.

ACCEPTANCE

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specific. Payment will be made as outlined above.

Signature: [Signature]
Owner or Representative

Date: 8-28-19

Signature: [Signature]
QGS Development, Inc.

Date: August 23, 2019

RHODINE ROAD SUBDIVISION (JOB #19-7195)**FORTILINE**

	CDD PO 1	\$417,201.26
	TOTAL CDD PO'S:	\$417,201.26

INV. NO.	INV. DATE	INV. AMOUNT	PO BALANCE
4673642	7/29/2019	\$2,338.00	\$309,054.92
4673649	7/29/2019	\$5,070.00	\$303,984.92
4673671	7/29/2019	\$19,911.00	\$284,073.92
4673707	7/29/2019	<u>\$9,323.00</u>	\$274,750.92
	Total:	\$36,642.00	

Approved by QGS/Denise Thomas (jg
8/23/19)

Total Inv's To Date
\$142,450.34

2148

FORTILINE WATERWORKS

a MORSCO company

INVOICE

RECEIVED

AUG 05 2019

BY:.

INVOICE NUMBER: 4673642
BILL OF LADING:
INVOICE DATE: 7/29/19
DUE DATE: 8/29/19

Please Remit Payment To:
Fortiline, Inc.
PO Box 744053
Atlanta, GA 30384-4053
Federal Tax ID# 57-0819190

Warehouse:
FORTILINE TAMPA
1031 S. 86TH STREET
TAMPA, FL 33619
Telephone: 813-626-7770

7025 Northwinds Dr. NW
Concord, NC 28027
Payment Inquiries 704-788-9800

SOLD TO
4583 1 MB 0.42B E0374X ID674 D5100988468 S2 P6612874 0001:0005



RHODINE ROAD NORTH CDD
C/O QGS DEVELOPMENT, INC.
1450 S PARK RD
PLANT CITY FL 33566-8100

SHIP TO

RHODINE ROAD NORTH CDD
RHODINE RD. SUBDIVISION
N.RHODINE RD. EAST OF US301
WEST OF BALM RIVERVIEW RD.
RIVERVIEW, FL 33578

BRANCH NO	FROM CONTRACT	ORDER NO	SHIPPING METHOD		CUSTOMER NO		TERMS		
020	4647803	4673642	Our Truck		224106		NET 30 DAYS		
PO NO		JOB NAME		JOB NO*		SLS	DUE DATE	SHIP DATE	
NO. 197195-001 CDD		RHODINE RD. CDD		RHODCDD		M.M	8/29/19	7/29/19	
PRODUCT NO	DESCRIPTION			UOM	ORDERED	SHIPPED	BACK ORDERED	UNIT PRICE	EXTENDED PRICE
PRC1106	*** FORCEMAIN *** ** BELL RESTRS-MEGALUGS ** 6" SPLIT BELL REST 1100C BID LINE # 00910 ✓			EA	21	21 ✓	0	41.0000 ✓	861.00
64000	6" STARGRIP MJ REST PVC 4000 F/C900 6.90 OD BID LINE # 00970 ✓			EA	56	56 ✓	0	26.0000 ✓	1,456.00
44000	4" STARGRIP MJ REST PVC 4000 ✓ F/C900 4.80 OD BID LINE # 01350			EA	1	1 ✓	0	21.0000 ✓	21.00
<div></div>									

[Handwritten signature]

NO RETURNS ACCEPTED WITHOUT PRIOR AUTHORIZATION. AUTHORIZED RETURNS ARE SUBJECT TO RESTOCKING FEES.
SPECIAL ORDER ITEMS ARE NOT RETURNABLE. ALL CLAIMS MUST BE FILED WITH THE CARRIER.
ALL SALES ARE SUBJECT TO THE TERMS AND CONDITIONS OF SALE PRINTED ON THIS PAGE AND THE BACK OF PAGE ONE.

AMOUNT DUE	\$2,338.00
TAX	\$0.00
FREIGHT	\$0.00
FUEL SURCHG / OTH	\$0.00
TOTAL DUE	\$2,338.00

2148

FORTILINE

WATERWORKS

a MORSCO company



INVOICE

RECEIVED

AUG 05 2019

BY:

INVOICE NUMBER: 4673649
BILL OF LADING:
INVOICE DATE: 7/29/19
DUE DATE: 8/29/19

Please Remit Payment To:

Fortiline, Inc.
PO Box 744053
Atlanta, GA 30384-4053
Federal Tax ID# 57-0819180

Warehouse:

FORTILINE TAMPA
1031 S. 86TH STREET
TAMPA, FL 33619
Telephone: 813-626-7770

7025 Northwinds Dr. NW
Concord, NC 28027
Payment Inquiries 704-788-9800

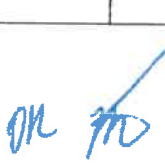
SOLD TO
4583 1 MB 0.428 E0374 10875 05100998480 S2 P8812874 0002:0006



RHODINE ROAD NORTH CDD
C/O QGS DEVELOPMENT, INC.
1450 S PARK RD
PLANT CITY FL 33586-8100

SHIP TO

RHODINE ROAD NORTH CDD
RHODINE RD. SUBDIVISION
N.RHODINE RD. EAST OF US301
WEST OF BALM RIVERVIEW RD.
RIVERVIEW, FL 33578

BRANCH NO	FROM CONTRACT	ORDER NO	SHIPPING METHOD		CUSTOMER NO		TERMS		
020	4647803	4673649	Our Truck		224106		NET 30 DAYS		
PO NO		JOB NAME		JOB NO	SLS	DUE DATE	SHIP DATE		
NO 197195-001 CDD		RHODINE RD. CDD		RHODCDD	M M	6/29/19	7/29/19		
PRODUCT NO	DESCRIPTION			UOM	ORDERED	SHIPPED	BACK ORDERED	UNIT PRICE	EXTENDED PRICE
	*** FORCEMAIN ***								
	** MJ FITTINGS **								
6M9P401	6" MJ 90 P401 C153 ✓ BID LINE # 01200			EA	8	8	0	219.0000 ✓	1,752.00
6M4P401	6" MJ 45 P401 C153 ✓ BID LINE # 01240			EA	11	11 ✓	0	201.0000 ✓	2,211.00
6M2P401	6" MJ 22-1/2 P401 C153 ✓ BID LINE # 01280			EA	5	5 ✓	0	186.0000 ✓	930.00
64MRP401	6"X4" MJ REDUCER P401 C153 ✓ BID LINE # 01320			EA	1	1 ✓	0	177.0000 ✓	177.00
<div>OK </div>									

OK

NO RETURNS ACCEPTED WITHOUT PRIOR AUTHORIZATION. AUTHORIZED RETURNS ARE SUBJECT TO RESTOCKING FEES.
SPECIAL ORDER ITEMS ARE NOT RETURNABLE. ALL CLAIMS MUST BE FILED WITH THE CARRIER.
ALL SALES ARE SUBJECT TO THE TERMS AND CONDITIONS OF SALE PRINTED ON THIS PAGE AND THE BACK OF PAGE ONE.

AMOUNT DUE	\$5,070.00
TAX	\$0.00
FREIGHT	\$0.00
FUEL SURCHG / OTH	\$0.00
TOTAL DUE	\$5,070.00

2148

FORTILINE

WATERWORKS

a MORSCO company



INVOICE

RECEIVED

AUG 05 2019

BY

INVOICE NUMBER: 4673671
 BILL OF LADING:
 INVOICE DATE: 7/29/19
 DUE DATE: 8/29/19

Please Remit Payment To:

Fortiline, Inc.
 PO Box 744053
 Atlanta, GA 30384-4053
 Federal Tax ID# 57-0818190

Warehouse:

FORTILINE TAMPA
 1031 S. 86TH STREET
 TAMPA, FL 33619
 Telephone: 813-626-7770

7025 Northwinds Dr. NW
 Concord, NC 28027
 Payment Inquiries 704-788-9800

SOLD TO

4593 1 MB 0.428 E0374 10878 05100888462 S2 P8812874 0003:0005



RHODINE ROAD NORTH CDD
 C/O QGS DEVELOPMENT, INC.
 1450 S PARK RD
 PLANT CITY FL 33566-8100

SHIP TO

RHODINE ROAD NORTH CDD
 RHODINE RD. SUBDIVISION
 N.RHODINE RD. EAST OF US301
 WEST OF BALM RIVERVIEW RD.
 RIVERVIEW, FL 33578

BRANCH NO	FROM CONTRACT	ORDER NO	SHIPPING METHOD		CUSTOMER NO		TERMS		
020	4647803	4673671	Our Truck		224106		NET 30 DAYS		
PO NO		JOB NAME		JOB NO		SLS	DUE DATE	SHIP DATE	
NO 197195-001 CDD		RHODINE RD. CDD		RHODCDD		M M	8/29/19	7/29/19	
PRODUCT NO	DESCRIPTION			UOM	ORDERED	SHIPPED	BACK ORDERED	UNIT PRICE	EXTENDED PRICE
	** BELL RESTRS-MEGALUGS ** *** WATER ***								
PRC1108	8" SPLIT BELL REST PVC 1100C BID LINE # 01790			EA	65	65	0	71.0000	4,615.00
PRC1106	8" SPLIT BELL REST 1100C BID LINE # 00910			EA	59	59	0	41.0000	2,419.00
84000	8" STARGRIP MJ REST PVC 4000 F/C900 9.05 OD BID LINE # 01920			EA	177	177	0	40.0000	7,080.00
64000	6" STARGRIP MJ REST PVC 4000 F/C900 8.90 OD BID LINE # 00970			EA	214	214	0	26.0000	5,564.00
63000SG	6" STAR GRIP MJ REST DIP 3000 BID LINE # 02200			EA	2	2	0	22.0000	44.00
44000	4" STARGRIP MJ REST PVC 4000 F/C900 4.80 OD BID LINE # 01350			EA	9	9	0	21.0000	189.00
<div></div>									

NO RETURNS ACCEPTED WITHOUT PRIOR AUTHORIZATION. AUTHORIZED RETURNS ARE SUBJECT TO RESTOCKING FEES.
 SPECIAL ORDER ITEMS ARE NOT RETURNABLE. ALL CLAIMS MUST BE FILED WITH THE CARRIER.
 ALL SALES ARE SUBJECT TO THE TERMS AND CONDITIONS OF SALE PRINTED ON THIS PAGE AND THE BACK OF PAGE ONE.

AMOUNT DUE	\$19,911.00
TAX	\$0.00
FREIGHT	\$0.00
FUEL SURCHG / OTH	\$0.00
TOTAL DUE	\$19,911.00

2148

FORTILINE

WATERWORKS

a MORSCO company

INVOICE

RECEIVED

AUG 05 2019

BY

INVOICE NUMBER: 4673707

BILL OF LADING:

INVOICE DATE: 7/29/19

DUE DATE: 8/29/19

Please Remit Payment To:

Fortiline, Inc.
PO Box 744053
Atlanta, GA 30384-4053
Federal Tax ID# 57-0819190

Warehouse:

FORTILINE TAMPA
1031 S. 86TH STREET
TAMPA, FL 33619
Telephone: 813-626-7770

7025 Northwinds Dr. NW
Concord, NC 28027
Payment Inquiries 704-788-9800

SOLD TO

4593 1 MB 0.428 E0374 10877 0610098488 82 P6612974 0004:0005



RHODINE ROAD NORTH CDD
C/O QGS DEVELOPMENT, INC.
1450 S PARK RD
PLANT CITY FL 33566-8100

SHIP TO

RHODINE ROAD NORTH CDD
RHODINE RD. SUBDIVISION
N.RHODINE RD. EAST OF US301
WEST OF BALM RIVERVIEW RD.
RIVERVIEW, FL 33578

BRANCH NO	FROM CONTRACT	ORDER NO	SHIPPING METHOD		CUSTOMER NO		TERMS	
020	4647803	4673707	Our Truck		224106		NET 30 DAYS	
PO NO		JOB NAME		JOB NO		SLS	DUE DATE	SHIP DATE
NO 197195-001 CDD		RHODINE RD CDD		RHODCDD		M.M	8/29/19	7/29/19
PRODUCT NO	DESCRIPTION		UOM	ORDERED	SHIPPED	BACK ORDERED	UNIT PRICE	EXTENDED PRICE
	*** WATER ***							
	*** MJ FITTINGS ***							
8MT	8" MJ TEE C153 BID LINE # 01890		EA	4	4	0	135.0000	540.00
8MS	8" MJ LONG SLEEVE C153 BID LINE # 01900		EA	1	1	0	92.0000	92.00
86MT	8"X6" MJ TEE C153 BID LINE # 02130		EA	3	3	0	112.0000	336.00
6M9	6" MJ 90 C153 BID LINE # 02180		EA	2	2	0	62.0000	124.00
64FT	6"X4" FLG TEE C110 BID LINE # 02280		EA	1	1	0	176.0000	176.00
8M9	8" MJ 90 C153 BID LINE # 02660		EA	4	4	0	90.0000	360.00
86MR	8"X6" MJ REDUCER C153 BID LINE # 02700		EA	2	2	0	53.0000	106.00
8MT2T	8"X2" MJ TAPT TEE C153 BID LINE # 02760		EA	1	1	0	125.0000	125.00
8M2	8" MJ 22-1/2 C153 BID LINE # 02800		EA	5	5	0	72.0000	360.00
84MR	8"X4" MJ REDUCER C153 BID LINE # 02840		EA	1	1	0	50.0000	50.00
8M4	8" MJ 45 C153 BID LINE # 02900		EA	28	28	0	74.0000	2,072.00
8MT2T	6"X2" MJ TAPT TEE C153 BID LINE # 03000		EA	1	1	0	76.0000	76.00

2148

FORTILINE

WATERWORKS

a MORSCO company



INVOICE

RECEIVED

AUG 05 2019

BY

INVOICE NUMBER: 4673707

BILL OF LADING:

INVOICE DATE: 7/29/19

DUE DATE: 8/29/19

Please Remit Payment To:

Fortiline, Inc.
PO Box 744053
Atlanta, GA 30384-4053
Federal Tax ID# 57-0819190

Warehouse:

FORTILINE TAMPA
1031 S. 86TH STREET
TAMPA, FL 33619
Telephone: 813-626-7770

7025 Northwinds Dr. NW
Concord, NC 28027
Payment Inquiries 704-788-9800

SOLD TO

4593 1 MB 0.428 E0374 10678 D510088466 S2 P6612874 0005:0005



RHODINE ROAD NORTH CDD
C/O QGS DEVELOPMENT, INC.
1450 S PARK RD
PLANT CITY FL 33566-8100

SHIP TO

RHODINE ROAD NORTH CDD
RHODINE RD. SUBDIVISION
N.RHODINE RD. EAST OF US301
WEST OF BALM RIVERVIEW RD.
RIVERVIEW, FL 33578

BRANCH NO	FROM CONTRACT	ORDER NO	SHIPPING METHOD	CUSTOMER NO		TERMS	
020	4647803	4673707	Our Truck	224106		NET 30 DAYS	
PO NO		JOB NAME	JOB NO	SLS	DUE DATE	SHIP DATE	
NO.197195-001 CDD		RHODINE RD. CDD	RHODCDD	M.M	8/29/19	7/29/19	
PRODUCT NO	DESCRIPTION	UOM	ORDERED	SHIPPED	BACK ORDERED	UNIT PRICE	EXTENDED PRICE
6M9	6" MJ 90 C153 BID LINE # 02180 ✓	EA	4	4 ✓	0	62.0000 ✓	248.00
6MT	6" MJ TEE C153 BID LINE # 03220 ✓	EA	4	4 ✓	0	90.0000 ✓	360.00
6M2	6" MJ 22-1/2 C153 BID LINE # 03260 ✓	EA	8	8 ✓	0	46.0000 ✓	368.00
6M4	6" MJ 45 C153 BID LINE # 03300 ✓	EA	27	27 ✓	0	51.0000 ✓	1,377.00
4M2	4" MJ 22-1/2 C153 BID LINE # 03480 ✓	EA	3	3 ✓	0	31.0000 ✓	93.00
86MHT	8"X6" MJ HYD TEE C153 BID LINE # 03550 ✓	EA	13	13 ✓	0	130.0000 ✓	1,690.00
6MHT	6" MJ HYD TEE C153 BID LINE # 03580 ✓	EA	6	6 ✓	0	104.0000 ✓	624.00
4MP2T	4"X2" MJ TAPT PLUG C153 BID LINE # 03730 ✓	EA	1	1 ✓	0	33.0000 ✓	33.00
6MP2T	6"X2" MJ TAPT PLUG C153 BID LINE # 03740 ✓	EA	1	1 ✓	0	48.0000 ✓	48.00
8MP2T	8"X2" MJ TAPT PLUG C153 BID LINE # 03750 ✓	EA	1	1 ✓	0	65.0000 ✓	65.00

NO RETURNS ACCEPTED WITHOUT PRIOR AUTHORIZATION. AUTHORIZED RETURNS ARE SUBJECT TO RESTOCKING FEES.
SPECIAL ORDER ITEMS ARE NOT RETURNABLE. ALL CLAIMS MUST BE FILED WITH THE CARRIER.
ALL SALES ARE SUBJECT TO THE TERMS AND CONDITIONS OF SALE PRINTED ON THIS PAGE AND THE BACK OF PAGE ONE.

AMOUNT DUE	\$9,323.00
TAX	\$0.00
FREIGHT	\$0.00
FUEL SURCHG / OTI	\$0.00
TOTAL DUE	\$9,323.00