VillaMar
Community Development District

Agenda

September 11, 2019

AGENDA

VillaMar
Community Development District

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

August 30, 2019

Board of Supervisors
VillaMar
Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of **VillaMar Community Development District** will be held **Wednesday, September 11, 2019 at 3:15 PM at 346 E Central Ave., Winter Haven, Florida 33880**. Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period ([1]Speakers 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 14, 2019 Board of Supervisors Meeting
4. Acceptance of Minutes of the August 14, 2019 Audit Committee Meeting
5. Consideration of Resolution 2019-42 Setting the Public Hearing to Adopt the Restated & Amended Rules of Procedure for VillaMar Community Development District
6. 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 Requisition #18-#25
7. Other Business
8. Supervisors Requests and Audience Comments
9. 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 of the August 14, 2019 Board of Supervisors meeting. A copy of the minutes are enclosed for your review.

The fourth order of business is Acceptance of Minutes of the August 14, 2019 Audit Committee Meeting. A copy of the minutes are enclosed for your review and acceptance.

[1] Comments will be limited to three (3) minutes

The fifth order of business is Consideration of Resolution 2019-42 Setting the Public Hearing to Adopt the Restated & Amended Rules of Procedure for VillaMar Community Development District

The sixth order of business is staff reports. Section C is the District Manager's Report. Sub-Section 1 includes the check register being submitted for approval and Sub-Section 2 includes the balance sheet and income statement for your review Sub-Section 3 is the ratification of series 2019 requisition #18 to #25. Supporting documentation is enclosed for your review.

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
VILLAMAR
COMMUNITY DEVELOPMENT DISTRICT

The Regular Meeting of the Board of Supervisors of the VillaMar Community Development District was held on Wednesday, **August 14th, 2019** at 3:15 p.m. at 346 E Central Ave, Winter Haven, Florida.

Present and constituting a quorum:

Rennie Heath	Chairman
Joel Adams *via phone*	Vice Chairman
Lauren Schwenk	Assistant Secretary
Andrew Rhinehart	Assistant Secretary
Brian Walsh *via phone*	Assistant Secretary

Also, present were:

Jill Burns	District Manager, GMS
Michelle Rigoni	Hopping Green & Sams
Dennis Wood *via phone*	Wood & Associates
Patrick Marone	Developer's Office

The following is a summary of the discussions and actions taken at the August 14th, 2019 VillaMar Community Development District's Regular Board of Supervisor's Meeting.

FIRST ORDER OF BUSINESS **Roll Call**

Ms. Burns called the meeting to order and noted that a quorum was established.

SECOND ORDER OF BUSINESS **Public Comment Period**

Ms. Burns asked for any comments from the public. Hearing none, the next item followed.

THIRD ORDER OF BUSINESS **Approval of Minutes of the July 10, 2019 Board of Supervisors Meeting**

Ms. Burns asked for comments, questions, or corrections to the minutes. The board had no corrections.

> On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Minutes of the July 10, 2019 Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS **Consideration of Personnel Leasing Agreement**

Ms. Burns explained that this agreement would allow the district to lease administrative personnel to assist the District Manager and the District Engineer with the administration and processing of construction related activities. The board had no questions.

> On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, the Personnel Leasing Agreement, was approved.

FIFTH ORDER OF BUSINESS **Consideration of Disclosure of Public Financing**

Ms. Burns noted that this is required by statute and will be provided to builder so they can give them to homebuyers. It will notify homebuyers of the assessment on their property.

> On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the Disclosure of Public Financing and Authorization of Staff to Record, was approved.

SIXTH ORDER OF BUSINESS **Approval to Record Notice of Lien of Special Assessments for Series 2019 Bonds**

Ms. Burns stated this notice confirms and certifies the lien of non-ad valorem assessments on the property that are benefitted by the 2019 bonds.

> On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, Recording the Notice of Lien of Special Assessments for Series 2019 Bonds, was approved.

SEVENTH ORDER OF BUSINESS **Appointment of Audit Committee**

Ms. Burns stated they need to appoint an Audit Committee. Ms. Rigoni noted there has been legislative changes, one of the technical changes requires the committee to have at least three members with at least one of them being a board member. She noted they would roll out edited Rules of Procedure in the next month that will explain all of the legislative changes that are parallel to the rule changes.

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

EIGHTH ORDER OF BUSINESS **Ratification of Change Order #2 & #3**

Ms. Burns noted these were from the Kearney contract and were previously approve and only needed to be ratified.

> On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, Change Orders #2 and #3, were ratified.

NINTH ORDER OF BUSINESS **Ratification of Change Order #5 - #8**

Ms. Burns noted these were from QGS and previously approve and only needed to be ratified.

> On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, Change Orders #5 - #8, were ratified.

TENTH ORDER OF BUSINESS **Staff Reports**

A. Attorney

Ms. Rigoni had nothing further to report.

B. Engineer

Mr. Wood had no further comments.

C. District Manager's Report

i. Approval of Check Register

Ms. Burns presented the check register for July totaling $50,414.04.

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, the July Check Register totaling $50,414.04, was approved.

ii. Balance Sheet and Income Statement

Ms. Burns presented the financials to the board. No action was required to be taken.

iii. Ratification of Series 2019 Requisition #9 - #17

Ms. Burns noted these requisitions had already been signed off by the Chairman and District Engineer and funding, they only needed to be ratified by the board.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, Series 2019 Requisitions #9-#17, were ratified.

ELEVENTH ORDER OF BUSINESS **Other Business**

There being the none, the next item followed.

TWELTH ORDER OF BUSINESS **Supervisors Requests and Audience Comments**

There being the none, the next item followed.

THIRTEENTH ORDER OF BUSINESS **Adjournment**

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, meeting was adjourned.

Secretary/Assistant Secretary Chairman/Vice Chairman

SECTION IV

MINUTES OF MEETING
VILLAMAR
COMMUNITY DEVELOPMENT DISTRICT

The Audit Committee Meeting of the Board of Supervisors of the VillaMar Community Development District was held on Wednesday, **August 14, 2019** at 3:30 p.m. at 346 E Central Ave, Winter Haven, Florida.

Present and constituting a quorum:

Rennie Heath	Chairman
Joel Adams *via phone*	Vice Chairman
Lauren Schwenk	Assistant Secretary
Andrew Rhinehart	Assistant Secretary
Brian Walsh *via phone*	Assistant Secretary

Also, present were:

Jill Burns	District Manager, GMS
Michelle Rigoni	Hopping Green & Sams
Dennis Wood *via phone*	Wood & Associates
Patrick Marone	Developer's Office

The following is a summary of the discussions and actions taken at the August 14th, 2019 VillaMar Community Development District's Audit Committee Meeting.

FIRST ORDER OF BUSINESS **Roll Call**

Ms. Burns called the meeting to order and noted that a quorum was established.

SECOND ORDER OF BUSINESS **Public Comment Period**

Ms. Burns asked for any comments from the public. Hearing none, the next item followed.

THIRD ORDER OF BUSINESS **Audit Services**

A. Approval of Request for Proposals and Selection Criteria

Ms. Burns noted the proposals were set to be due September 16th, 2019 at 2:00 p.m. Ms. Burns stated they suggested using the standard selection criteria.

> On MOTION by Mr. Heath, seconded by Ms. Schwenk, 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 needed approval to authorize staff to publish the notice.

> On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, 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 stated the opportunity to provide audit services for VillaMar was announced.

FOURTH ORDER OF BUSINESS **Adjournment**

> On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, meeting was adjourned.

SECTION V

RESOLUTION 2019-42

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VILLAMAR 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, VillaMar 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 the City of Winter Haven, 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 VILLAMAR 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:

VILLAMAR COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chairperson, Board of Supervisors

Hopping Green & Sams
Attorneys and Counselors

MEMORANDUM

TO: VillaMar Community Development District
Board of Supervisors

FROM: Roy Van Wyk

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

DATE: September 11, 2019

Please find attached to this memorandum an updated version of the VillaMar 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
VILLAMAR COMMUNITY DEVELOPMENT DISTRICT

EFFECTIVE AS OF _____, 20___

TABLE OF CONTENTS

Rule 1.0 General.

(1) The VillaMar 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 cpen 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 _____, 2019, 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

SECTION C

Section 1

VillaMar
Community Development District

Summary of Checks

August 1, 2019 to August 29, 2019

Bank	Date	Check No.'s		Amount
General Fund	8/6/19	20-25	$	2,211.89
	8/14/19	26-27	$	3,870.74
			$	6,082.63
			$	**6,082.63**

*** CHECK DATES 08/01/2019 - 08/29/2019 ***
VILLAMAR CDD - GENERAL FUND
BANK A VILLAMAR CDD

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
8/06/19	00007	7/10/19	AR071019	201907	310-51300-11000		*	200.00		
			SUPERVISOR FEES 07/10/19							
						ANDREW RHINEHART			200.00	000020
8/06/19	00010	7/10/19	BW071019	201907	310-51300-11000		*	200.00		
			SUPERVISOR FEES 07/10/19							
						BRIAN WALSH			200.00	000021
8/06/19	00003	7/26/19	108863	201906	310-51300-31500		*	1,211.89		
			DEVELOP STATUS/BDGT HRING							
						HOPPING GREEN & SAMS			1,211.89	000022
8/06/19	00005	7/10/19	JA071019	201907	310-51300-11000		*	200.00		
			SUPERVISOR FEES 07/10/19							
						JOEL ADAMS			200.00	000023
8/06/19	00008	7/10/19	LS071019	201907	310-51300-11000		*	200.00		
			SUPERVISOR FEES 07/10/19							
						LAUREN SCHWENK			200.00	000024
8/06/19	00004	7/10/19	RH071019	201907	310-51300-11000		*	200.00		
			SUPERVISOR FEES 07/10/19							
						RENNIE HEATH			200.00	000025
8/14/19	00009	8/01/19	12	201908	310-51300-34000		*	2,916.67		
			MANAGEMENT FEES AUG19							
		8/01/19	12	201908	310-51300-35100		*	75.00		
			TECHNOLOGY FEES AUG19							
		8/01/19	12	201908	310-51300-31300		*	416.67		
			DISSEMINATION SRVC AUG19							
		8/01/19	12	201908	310-51300-51000		*	17.68		
			OFFICE SUPPLIES							
		8/01/19	12	201908	310-51300-42000		*	9.77		
			POSTAGE							
		8/01/19	12	201908	310-51300-42500		*	124.20		
			COPIES							
		8/01/19	12	201908	310-51300-41000		*	6.25		
			TELEPHONE							
						GOVERNMENTAL MANAGEMENT SERVICES			3,566.24	000026
8/14/19	00001	8/07/19	L060G0IY	201908	310-51300-48000		*	304.50		
			BOARD MTING NOTICE 08/07							
						LAKELAND LEDGER PUBLISHING			304.50	000027
						TOTAL FOR BANK A		6,082.63		

*** CHECK DATES 08/01/2019 - 08/29/2019 ***
VILLAMAR CDD - GENERAL FUND
BANK A VILLAMAR CDD

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
									TOTAL FOR REGISTER		6,082.63		

SECTION 2

VILLAMAR
Community Development District

Unaudited Financial Reporting

July 31, 2019

GMS

Table of Contents

VILLAMAR

COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
July 31, 2019

	General Fund	Debt Service Fund	Capital Projects Fund	Totals FY19
ASSETS:				
CASH				
OPERATING ACCOUNT	$12,510	---	---	$12,510
SERIES 2019		---	---	$0
RESERVE	---	$451,014	---	$451,014
INTEREST	---	$282,684	---	$282,684
CONSTRUCTION	---	---	$5,216,650	$5,216,650
COST OF ISSUANCE	---	---	$102	$102
TOTAL ASSETS	**$12,510**	**$733,698**	**$5,216,752**	**$5,962,960**
LIABILITIES:				
ACCOUNTS PAYABLE	$4,509	---	---	$4,509
FUND EQUITY:				
FUND BALANCES:				
UNASSIGNED	$8,001	---	---	$8,001
RESERVED FOR DEBT SERVICE	---	$733,698	---	$733,698
RESERVED FOR CAPITAL PROJECTS	---	---	$5,216,752	$5,216,752
TOTAL LIABILITIES & FUND EQUITY	**$12,510**	**$733,698**	**$5,216,752**	**$5,962,960**

VILLAMAR

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending July 31, 2019

	ADOPTED BUDGET	PRORATED BUDGET THRU 7/31/19	ACTUAL THRU 7/31/19	VARIANCE
REVENUES:				
DEVELOPER CONTRIBUTIONS	$91,248	$80,000	$80,000	$0
TOTAL REVENUES	$91,248	$80,000	$80,000	$0
EXPENDITURES:				
ADMINISTRATIVE:				
SUPERVISORS FEES	$4,000	$3,200	$6,000	($2,800)
FICA EXPENSE	$306	$245	$0	$245
ENGINEERING	$10,000	$8,000	$0	$8,000
ATTORNEY	$25,000	$20,000	$20,982	($982)
DISSEMINATION FEES	$0	$0	$417	($417)
MANAGEMENT FEES	$29,167	$23,334	$23,333	$0
INFORMATION TECHNOLOGY	$3,750	$3,000	$2,499	$501
TELEPHONE	$250	$200	$56	$144
POSTAGE	$850	$680	$103	$577
INSURANCE	$5,000	$5,000	$4,109	$891
PRINTING & BINDING	$850	$680	$1,035	($355)
LEGAL ADVERTISING	$10,000	$8,000	$13,147	($5,147)
OTHER CURRENT CHARGES	$850	$680	$0	$680
OFFICE SUPPLIES	$500	$400	$167	$233
TRAVEL PER DIEM	$550	$440	$0	$440
DUES, LICENSES, & SUBSCRIPTIONS	$175	$175	$150	$25
TOTAL ADMINISTRATIVE:	$91,248	$74,033	$71,999	$2,035
TOTAL EXPENDITURES	$91,248	$74,033	$71,999	$2,035
EXCESS REVENUES (EXPENDITURES)	$0		$8,001	
FUND BALANCE - BEGINNING	$0		$0	
FUND BALANCE - ENDING	$0		$8,001	

VILLAMAR

COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND
SERIES 2019

Statement of Revenues & Expenditures

For The Period Ending July 31, 2019

	ADOPTED BUDGET	PRORATED BUDGET THRU 7/31/19	ACTUAL THRU 7/31/19	VARIANCE
REVENUES:				
BOND PROCEEDS	$0	$0	$733,462	$733,462
INTEREST	$0	$0	$236	$236
TOTAL REVENUES	$0	$0	$733,698	$733,698
EXPENDITURES:				
PRINCIPAL EXPENSE - 11/1	$0	$0	$0	$0
INTEREST EXPENSE - 11/1	$0	$0	$0	$0
INTEREST EXPENSE - 5/2	$0	$0	$0	$0
TOTAL EXPENDITURES	$0	$0	$0	$0
EXCESS REVENUES (EXPENDITURES)	$0		$733,698	
FUND BALANCE - BEGINNING	$0		$0	
FUND BALANCE - ENDING	$0		$733,698	

VILLAMAR

COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS FUND
SERIES 2019

Statement of Revenues & Expenditures

For The Period Ending July 31, 2019

	ADOPTED BUDGET	PRORATED BUDGET THRU 7/31/19	ACTUAL THRU 7/31/19	VARIANCE
REVENUES:				
BOND PROCEEDS	$0	$0	$6,446,538	$6,446,538
INTEREST	$0	$0	$1,894	$1,894
TOTAL REVENUES	$0	$0	$6,448,432	$6,448,432
EXPENDITURES:				
CAPITAL OUTLAY	$0	$0	$884,346	($884,346)
CAPITAL OUTLAY - COST OF ISSUANCE	$0	$0	$347,334	($347,334)
TOTAL EXPENDITURES	$0	$0	$1,231,680	($1,231,680)
EXCESS REVENUES (EXPENDITURES)	$0		$5,216,752	
FUND BALANCE - BEGINNING	$0		$0	
FUND BALANCE - ENDING	$0		$5,216,752	

VILLAMAR

Community Development District

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
REVENUES:													
DEVELOPER CONTRIBUTIONS	$0	$20,000	$0	$0	$0	$0	$0	$0	$60,000	$0	$0	$0	$80,000
TOTAL REVENUES	$0	$20,000	$0	$0	$0	$0	$0	$0	$60,000	$0	$0	$0	$80,000
EXPENDITURES:													
ADMINISTRATIVE:													
SUPERVISORS FEES	$0	$0	$600	$1,000	$1,600	$0	$800	$0	$1,000	$1,000	$0	$0	$6,000
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	$7,997	$2,533	$4,059	$756	$1,947	$182	$1,212	$2,297	$0	$0	$20,982
DISSEMINATION FEES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$417	$0	$0	$417
MANAGEMENT FEES	$0	$0	$2,917	$2,917	$2,917	$2,917	$2,917	$2,917	$2,917	$2,917	$0	$0	$23,333
INFORMATION TECHNOLOGY	$0	$0	$125	$1,625	$200	$249	$75	$75	$75	$75	$0	$0	$2,499
TELEPHONE	$0	$0	$0	$0	$0	$32	$0	$24	$0	$0	$0	$0	$56
POSTAGE	$0	$0	$0	$52	$9	$1	$1	$32	$4	$4	$0	$0	$103
INSURANCE	$4,109	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$4,109
PRINTING & BINDING	$0	$0	$0	$321	$416	$0	$0	$187	$3	$109	$0	$0	$1,035
LEGAL ADVERTISING	$0	$0	$2,494	$7,721	$805	$371	$277	$164	$1,316	$0	$0	$0	$13,147
OTHER CURRENT CHARGES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
OFFICE SUPPLIES	$0	$0	$0	$36	$18	$77	$0	$18	$0	$18	$0	$0	$167
TRAVEL PER DIEM	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
DUES, LICENSES, & SUBSCRIPTIONS	$0	$0	$150	$0	$0	$0	$0	$0	$0	$0	$0	$0	$150
TOTAL ADMINISTRATIVE	$4,109	$0	$14,283	$16,204	$10,023	$4,402	$6,016	$3,599	$6,527	$6,836	$0	$0	$71,999
TOTAL EXPENDITURES	$4,109	$0	$14,283	$16,204	$10,023	$4,402	$6,016	$3,599	$6,527	$6,836	$0	$0	$71,999
EXCESS REVENUES/(EXPENDITURES)	($4,109)	$20,000	($14,283)	($16,204)	($10,023)	($4,402)	($6,016)	($3,599)	$53,473	($6,836)	$0	$0	$8,001

VillaMar Community Development District
Developer Contributions/Due from Developer

Funding Request #	Prepared Date	Payment Deposited Date	Check/Wire Amount	Total Funding Request	General Fund Portion (FY19)	Over and (short) Balance Due
1	11/29/18	5/20/19	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ -
2	6/13/19	7/3/19	$ 60,000.00	$ 60,000.00	$ 60,000.00	$ -
Due from Developer			$ 60,000.00	$ 80,000.00	$ 80,000.00	$ -

Total Developer Contributions FY19 **$ 80,000.00**

VILLAMAR

Community Development District

LONG TERM DEBT REPORT

SERIES 2019, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATE:	3.750%, 4.000%, 4.625%, 4.875%%	
MATURITY DATE:	5/1/2050	
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	$450,869	
RESERVE FUND BALANCE	$451,014	
BONDS OUTSTANDING - 06/25/19		$7,180,000
CURRENT BONDS OUTSTANDING		**$7,180,000**

VillaMar
Community Development District

Special Assessment Revenue Bonds, Series 2019

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2019				
6/28/19	2	Highland Sumner, LLC	Reimbursement of construction related costs	$ 1,536.00
6/28/19	3	Heath Construction & Management, LLC	Invoices: 177, 188, 189 & 199 - Construction Management 05/01/19 to 06/15/19	$ 15,000.00
6/28/19	4	QGS Development, Inc.	Pay Application 1 - Phase 1 Construction	$ 110,256.78
6/28/19	5	Horner Environmental Professionals, Inc.	Invoice: 215693 - Phase 1&2 Environmental Services - April 2019	$ 322.50
6/28/19	6	Forterra Pipe & Precast, LLC	Invoice: 11677110 - Construction material through June 11, 2019	$ 9,596.32
6/28/19	7	Hopping, Green & Sams	Invoices: 105198, 105742, 106415, 107001 & 107707 - Legal Services	$ 8,500.81
6/28/19	8	Highland Cassidy, LLC	Reimbursement of construction related costs	$ 300,231.75
7/9/19	9	Forterra Pipe & Precast, LLC	Invoice: 11678571 - Construction material through June 25, 2019	$ 8,574.48
7/9/19	10	Wood & Associates Engineering, LLC	Invoice: 258 - Postage and blue printing services	$ 127.20
7/31/19	11	Heath Construction & Management, LLC	Invoices: 223 & 234 - Construction Management 06/16/19 to 07/15/19	$ 6,000.00
7/31/19	12	Wood & Associates Engineering, LLC	Invoice: 327 - Review and approval of PLUM report, bond forms and requisitions	$ 312.50
7/31/19	13	Greenberg Traurig, P.A.	Invoice: 5110722 - TRAID filing reimbursement	$ 702.50
7/31/19	14	Hopping, Green & Sams	Invoice: 108318 - Project Constuction Legal Services - May 2019	$ 228.29
7/31/19	15	Atlantic TNG, LLC	Phase 1 Construction Materials per Change Order 1	$ 26,840.00
7/31/19	16	Atlantic TNG, LLC	Phase 1 Construction Materials per Change Order 2	$ 69,933.00
7/31/19	17	The Kearney Companies, LLC	Pay Application 1 - Phase 2 Construction	$ 326,184.22
		TOTAL		**$ 884,346.35**
Fiscal Year 2019				
7/1/19		Interest		$ 1,892.19
		TOTAL		**$ 1,892.19**

Acquisition/Construction Fund at 06/25/18	**$ 6,099,104.54**
Interest Earned thru 07/31/19	**$ 1,892.19**
Requisitions Paid thru 07/31/19	**$ (884,346.35)**
Remaining Acquisition/Construction Fund	**$ 5,216,650.38**

SECTION 3

FORMS OF REQUISITIONS

VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2019
(Acquisition and Construction)

The undersigned, a Responsible Officer of the VillaMar Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of June 1, 2019 as supplemented by that certain First Supplemental Trust Indenture dated as of June 1, 2019 (collectively, the "Series 2019 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2019 Indenture):

(A) Requisition Number: 18

(B) Identify Acquisition Agreement, if applicable;

(C) Name of Payee pursuant to Acquisition Agreement: Ferguson Waterworks

(D) Amount Payable: $137,451.77

(E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoices: 1754054 – 1755956 Phase 2 Construction Materials per Change Order 1

(F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2019 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,

2. each disbursement set forth above is a proper charge against the Series 2019 Acquisition and Construction Account; and

3. each disbursement set forth above was incurred in connection with the Cost of the Series 2019 Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

VILLAMAR COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date: 8/6/19

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition: (a) the portion of the Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

_____
Consulting Engineer

Date: 7-30-19

REQ. 18
Ferguson WaterWorks

THE KEARNEY COMPANIES, LLC.
9625 Wes Kearney Way, Riverview FL 33578
Office (813) 421-6601
Fax (813) 421-6701

Underground Utilities *Site Development*

PROJECT: VILLAMAR PHASE 2
CHANGE ORDER NO. 1
THE KEARNEY COMPANIES PROJECT NO. 0060-01

Date: 30-Jun-19

Conditions: The changes described herein shall be governed by the terms and conditions of the Contract, and shall not in any way alter the terms of the Contract, but shall hereafter be a part of the Contract.

INV. NO.	DESCRIPTION	Invoice Amount	Sales Tax	TOTAL COST
1754054	FERGUSON 6/12/2019	$ 4,542.48		
1754054-1	FERGUSON 6/12/2019	$ 40.00		
1754066	FERGUSON 6/12/2019	$ 12,186.26		
1754084	FERGUSON 6/12/2019	$ 6,822.00		
1754083	FERGUSON 6/19/2019	$ 69,078.47		
1754119	FERGUSON 6/18/2019	$ 40,678.40		
1754266	FERGUSON 6/13/2019	$ 394.00		
1754731	FERGUSON 6/14/2019	$ 300.00		
1755164	FERGUSON 6/19/2019	$ 2,112.00		
1755806	FERGUSON 6/19/2019	$ 450.96		
1755956	FERGUSON 6/20/2019	$ 847.20		
		$ 137,451.77	$ 6,872.59	$ 144,324.36
124218	ATLANTIC TNG 6/12/2019	$ 5,488.00		
124219	ATLANTIC TNG 6/12/2019	$ 4,852.00		
124236	ATLANTIC TNG 6/13/2019	$ 4,360.00		
124261	ATLANTIC TNG 6/14/2019	$ 4,848.00		
124313	ATLANTIC TNG 6/18/2019	$ 4,111.00		
124337	ATLANTIC TNG 6/19/2019	$ 7,521.00		
134361	ATLANTIC TNG 6/20/2019	$ 3,462.00		
124387	ATLANTIC TNG 6/21/2019	$ 4,533.00		
		$ 39,175.00	$ 1,958.75	$ 41,133.75
19064	FLORIDA SOIL CEMENT CO. 6/17/2019	$ 3,202.98		
		$ 3,202.98	$ 160.15	$ 3,363.13
11678278	FORTERRA 6/24/2019	$ 65,637.20		
		$ 65,637.20	$ 3,281.86	$ 68,919.06
TOTAL				$ (257,740.30)

The Kearney Companies LLC hereby requests an extension of 0 day(s) to the original contract deadline for this work.

REASON FOR CHANGE: DIRECT PURCHASE OF MATERIALS BY CDD

ACCEPTABLE TO:

The Kearney Companies, LLC.

DATE: 30-Jun-19

N — wood

Engineer

DATE: 7-25-19

Gill Byrne

Owner

DATE: 7-30-19

FERGUSON WATERWORKS

FEL-WINTER HAVEN, FL WW
REMIT TO ADDRESS:
PO BOX 100286
ATLANTA, GA 30384-0286

EMAIL DUPLICATE INVOICE

Deliver To: PO#1 $368,742.39
From: Renie Martin
Comments:

Please Contact With Questions:
863-401-2764

Invoice Number	Customer	Page
1754064	54742	1

Please refer to Invoice Number when making payment and remit to:

TOTAL DUE —> 4542.48

FEL-WINTER HAVEN, FL WW
REMIT TO ADDRESS:
PO BOX 100286
ATLANTA, GA 30384-0286

Sold To:
VILLAMAR COMMUNITY DEVELOPMENT
VILLAMAR PH 2 PO#1
VILLAMAR CDD
135 W CENTRAL BLVD SUITE 320

Ship To:
THE KEARNEY COMPANIES
CHERRY BLOSSOM LN & CUNNINGHAM
VILLAMAR PH 2
WINTER HAVEN, FL 33884

Ship Whse	Bill Whse	Tax Code	Customer Order Number	Sales Person	Job Name	Invoice Date	Batch
1588	1588	FLE	039093	011	VILLAMAR PH 2	06/12/2019	104364

Ordered	Shipped	Item Number	Description	Unit Price	UM	Amount
			BILLY 813-997-4208			
			==========			
30	30	MUL067306	6 PVC HW SWR GXG 22-1/2 ELL	42.820	EA	1284.60
18	18	MUL067326	6 PVC HW SWR GXG 45 ELL	31.420	EA	565.56
12	12	PSHYD5GALFAS	HYDRA PLUG CMNT FAST 5GA PAIL RED.	40.000	EA	480.00
6	6	HRN101889	1-1/2X3 6 RAM NEK PRMR STRIP	65.000	EA	390.00
1440	1440	T140NL3360	MIRAFI 140NL NWOV 3X360 120 SY	0.690	SY	993.60
8	8	MUL043738	8 PVC SWR PLUG	23.590	EA	188.72
50	50	MUL043855	8 PVC SWR TEMPORARY PLUG	12.000	EA	600.00
			ADDED PER BILLY			
2	1	N8DWB66	8OZ DEWATERING BAG 6X6 *Z	40.000	EA	40.00

Invoice Sub-Total	4542.48
Tax	0.00
Total Amt	4542.48

TOTAL DUE —> 4542.48

CP

FERGUSON®
WATERWORKS

FEL-WINTER HAVEN, FL WW
REMIT TO ADDRESS:
PO BOX 100286
ATLANTA, GA 30384-0286

EMAIL DUPLICATE INVOICE

Deliver To: POH 9368,742.39
From: Renie Martin
Comments:

Please Contact With Questions:
863-401-2764

Invoice Number	Customer	Page
1754054-1	54742	1

Please refer to Invoice Number when making payment and remit to:

TOTAL DUE ---> 40.00

FEL-WINTER HAVEN, FL WW
REMIT TO ADDRESS:
PO BOX 100286
ATLANTA, GA 30384-0286

Sold To:
VILLAMAR COMMUNITY DEVELOPMENT
VILLAMAR PH 2 PO#1
VILLAMAR CDD
135 W CENTRAL BLVD SUITE 320

Ship To:
THE KEARNEY COMPANIES
CHERRY BLOSSOM LN & CUNNINGHAM
VILLAMAR PH 2
WINTER HAVEN, FL 33884

Ship Whse	Sell Whse	Tax Code	Customer Order Number	Sales Person	Job Name	Invoice Date	Batch
1588	1588	FLE	039093	011	VILLAMAR PH 2	06/12/2019	104364

Ordered	Shipped	Item Number	Description	Unit Price	UM	Amount
			BILLY 813-997-4208			
1	1	N6BW860	8OZ DEWATERING BAG 6X6 *Z	40.000	EA	40.00

Invoice Sub-Total	40.00
Tax	0.00
Total Amt	40.00

TOTAL DUE ---> 40.00

CD

FERGUSON WATERWORKS

FEL-WINTER HAVEN, FL WW
REMIT TO ADDRESS:
PO BOX100266
ATLANTA, GA 30384-0266

EMAIL DUPLICATE INVOICE

Deliver To: PO#1 $368,742.39
From: Renie Martin
Comments:

Please Contact With Questions:
863-401-2764

Invoice Number	Customer	Page
1754066	54742	1

Please refer to Invoice Number when making payment and remit to:

TOTAL DUE --> 12186.26

FEL-WINTER HAVEN, FL WW
REMIT TO ADDRESS:
PO BOX 100266
ATLANTA, GA 30384-0266

Sold To:
VILLAMAR COMMUNITY DEVELOPMENT
VILLAMAR PH 2 PO#1
VILLAMAR CDD
136 W CENTRAL BLVD SUITE 320

Ship To:
THE KEARNEY COMPANIES
CHERRY BLOSSOM LN & CUNNINGHAM
VILLAMAR PH 2
WINTER HAVEN, FL 33884

Ship Whse	Sell Whse	Tax Code	Customer Order Number	Sales Person	Job Name	Invoice Date	Batch
1588	1588	FLE	0060-01-06	011	VILLAMAR PH 2	06/12/2019	104364

Ordered	Shipped	Item Number	Description	Unit Price	UM	Amount
			CHRIS 813-486-2981			
124	124	MUL040492	4 PVC SWR REC THRD CO PLUG	5.140	EA	637.36
124	124	MUL040949	4 PVC SWR HUB FEM CO ADPT	3.660	EA	453.84
124	124	MUL040969	4 PVC SWR SW CAP	1.610	EA	199.64
56	56	MUL043736	6 PVC SWR PLUG	5.700	EA	319.20
1	1	MUL067009	8 PVC HW SWR GXGXG TEE	98.500	EA	98.50
12	12	MUL067128	8X4 PVC HW SWR GXGXG TEE WYE	59.670	EA	716.04
52	52	MUL067148	8X6 PVC HW SWR GXGXG TEE WYE	68.260	EA	3549.52
56	56	MUL067207	6X4 PVC HW SWR GXG DBL WYE	71.800	EA	4020.80
124	124	MUL067324	4 PVC HW SWR GXG 45 ELL	14.690	EA	1821.56
1	1	MUL067348	6 PVC HW SWR GXG 90 ELL	129.800	EA	129.80
8	8	PD3105G4737	3X1000 UG DET SWR GREE	30.000	EA	240.00
			Invoice Sub-Total			12186.26
			Tax			0.00
			Total Amt			12186.26

TOTAL DUE --> 12186.26

FERGUSON
WATERWORKS

FEL-WINTER HAVEN, FL WW
REMIT TO ADDRESS:
PO BOX 100286
ATLANTA, GA 30384-0286

EMAIL DUPLICATE INVOICE

Deliver To: PO#1 $368,742.39
From: Renie Martin
Comments:

Please Contact With Questions:
863-401-2764

Invoice Number	Customer	Page
1754084	54742	1

Please refer to Invoice Number when making payment and remit to:

TOTAL DUE —> 6822.00

FEL-WINTER HAVEN, FL WW
REMIT TO ADDRESS:
PO BOX 100286
ATLANTA, GA 30384-0286

Sold To:
VILLAMAR COMMUNITY DEVELOPMENT
VILLAMAR PH 2 PO#1
VILLAMAR CDD
135 W CENTRAL BLVD SUITE 320

Ship To:
THE KEARNEY COMPANIES
CHERRY BLOSSOM LN & CUNNINGHAM
VILLAMAR PH 2
WINTER HAVEN, FL 33884

Ship Whse	Sell Whse	Tax Code	Customer Order Number	Sales Person	Job Name	Invoice Date	Batch
1566	1566	FLE	039097	011	VILLAMAR PH 2 PO#1	08/12/2019	104364

Ordered	Shipped	Item Number	Description	Unit Price	UM	Amount
10	10	RCCWS960	9X50 WRAPID SEAL WHOLE ENCAP *Z	651.000	EA	6510.00
2	2	CWSPRIMER	WRAPID SEAL PRMR	156.000	EA	312.00
			Invoice Sub-Total			6822.00
			Tax			0.00
			Total Amt			6822.00

TOTAL DUE —> 6822.00

CD

FERGUSON® WATERWORKS

#1588
2439 7TH ST SW
WINTER HAVEN, FL 33880-1948

Please contact with Questions: 863-401-2764

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1754083	$69,078.47	54742	1 of 3

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FEL-WINTER HAVEN, FL WW
REMIT TO ADDRESS:
PO BOX 100286
ATLANTA, GA 30384-0286

RECEIVED

JUN 20 2019

THE KEARNEY COMPANIES

SHIP TO:

THE KEARNEY COMPANIES
CHERRY BLOSSOM LN & CUNNINGHAM
VILLAMAR PH 2
WINTER HAVEN, FL 33884

VILLAMAR COMMUNITY DEVELOPMENT
VILLAMAR PH 2 PO#1
VILLAMAR CDD
135 W CENTRAL BLVD SUITE 320
ORLANDO, FL 32801

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1588	1588	FLE	0060-01-06 MAIN	011	VILLAMAR PH 2	06/19/19	IO 104433

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
			WATERMAIN			
1	1	FFC202905IP4I	8X1 IP DBL STRP SS EPOX SDL	63.120	EA	63.12
1	1	FF11004NL	LF 1 MIP X CTS COMP CORP ST	46.050	EA	46.05
100	100	PEC9BLG100	1X100 CTS DR9 HDPE BLUE PIPE	45.000	C	45.00
7	7	PD3105B52737	3X1000 UG DET WTR BLUE	30.000	EA	210.00
26	12	C1430BSF500	14GA 30MM 500 FT COP TRCR WIRE BLUE	50.000	EA	600.00
			CHLORIN INJ PT			
1	1	FFC202905IP4I	8X1 IP DBL STRP SS EPOX SDL	63.120	EA	63.12
1	1	FF11004NL	LF 1 MIP X CTS COMP CORP ST	46.050	EA	46.05
1	1	FB41444WNL	LF 1 CTS COMP X FIP BALL CURB LW	85.100	EA	85.10
			JUMPERS: 3			
6	6	FFC202905IP7I	8X2 IP DBL STRP SS EPOXY SDL	67.000	EA	402.00
6	6	FFB17007NL	LF 2 MIP X FIP BALL CORP	207.770	EA	1246.62
			GATE VALVES			
21	21	AFC2608DLAFMM	8 DI MJ RW OL SS STEM VLV L/A	731.440	EA	15360.24
			HYDRANT ASSY. : 6			
6	6	AFC2605DLAFMM	6 DI MJ RW OL SS STEM VLV L/A	459.610	EA	2757.66
6	6	KK81A514LAOLP	5-1/4 VO K81A HYD 4'0 BURY OL L/A	1599.000	EA	9594.00
18	18	IMJBGPU	6 MJ C153 BLT GSKT PK L/GLAND	16.420	EA	295.56
			SINGLE SERVICES: 22			
			LONG SINGLES-11			
11	11	FFC202905IP7I	8X2 IP DBL STRP SS EPOXY SDL	67.000	EA	737.00
11	11	FB84777WNL	LF 2 B84-777W-NL BV	254.000	EA	2794.00
11	7	FQT67	2 OP NUT F/ BV	13.000	EA	91.00
22	22	FINSERT65	2 CTS PET INS STFNR	2.000	EA	44.00
200	200	PEC9BLK100	2X100 CTS DR9 HDPE BLUE PIPE	145.000	C	290.00
11	6	FC1477NL	LF 2 FIP X CTS COMP COUP	56.000	EA	336.00
11	11	IBRLFBKG	LF 2X1 BRS BUSH	10.810	EA	118.91
11	11	FC8444NL	LF 1 MIP X 1 CTS PJ COUP	15.250	EA	167.75
22	22	FINSERT52	1 CTS PET / HDPE DR9 INS STFNR	1.600	EA	35.20
200	0	PEC9BLG100	1X100 CTS DR9 HDPE BLUE PIPE		C	0.00
11	11	FB94324WNL	LF 1 CTS COMP X 3/4 STRT YK VLV	61.000	EA	671.00
			SHORT SINGLES-11			
11	11	FFC202905IP7I	8X2 IP DBL STRP SS EPOXY SDL	67.000	EA	737.00
11	0	FB84777WNL	LF 2 B84-777W-NL BV		EA	0.00
11	0	FQT67	2 OP NUT F/BV		EA	0.00
100	100	PEC9BLK100	2X100 CTS DR9 HDPE BLUE PIPE	145.000	C	145.00
11	6	FC1477NL	LF 2 FIP X CTS COMP COUP	66.000	EA	396.00
11	11	IBRLFBKG	LF 2X1 BRS BUSH	10.810	EA	118.91
11	11	FC8444NL	LF 1 MIP X 1 CTS PJ COUP	15.250	EA	167.75
22	22	FINSERT52	1 CTS PET / HDPE DR9 INS STFNR	1.600	EA	35.20
100	100	PEC9BLG100	1X100 CTS DR9 HDPE BLUE PIPE	45.000	C	45.00
11	11	FB94324WNL	LF 1 CTS COMP X 3/4 STRT YK VLV	61.000	EA	671.00
22	22	FINSERT55	2 CTS PET INS STFNR	2.000	EA	44.00

TERMS: CASH ON DEMAND — ORIGINAL INVOICE — TOTAL DUE — CONTINUED

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at https://www.ferguson.com/content/website-info/terms-of-sale, incorporated by reference. Seller may convert checks to ACH.

FERGUSON WATERWORKS

#1588
2439 7TH ST SW
WINTER HAVEN, FL 33880-1948

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1754083	$69,078.47	54742	2 of 3

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
			DOUBLE SERVICES: 53			
			32 SHORT DOUBLES			
32	32	FFC202905IP7I	6X2 IP DBL STRP SS EPOXY SDL	67.000	EA	2144.00
32	2	FB84777WNL	LF 2 B84-777W-NL BV	254.000	EA	508.00
32	0	FQT67	2 OP NUT F/ BV		EA	0.00
300	300	PEC9BLK100	2X100 CTS DR9 HDPE BLUE PIPE	145.000	C	435.00
64	64	FINSERT55	2 CTS PET INS STFNR	2.000	EA	128.00
32	12	FY44274NL	LF 2X1 CTS COMP Y BRCH	90.730	EA	1088.76
128	128	FINSERT52	1 CTS PET / HDPE DR9 INS STFNR	1.600	EA	204.80
100	100	PEC9BLG100	1X100 CTS DR9 HDPE BLUE PIPE	45.000	C	45.00
64	0	FB94324WNL	LF 1 CTS COMP X 3/4 STRT YK VLV		EA	0.00
			LONG DOUBLES:21			
21	21	FFC202905IP7I	6X2 IP DBL STRP SS EPOXY SDL	67.000	EA	1407.00
21	0	FB84777WNL	LF 2 B84-777W-NL BV		EA	0.00
21	0	FQT67	2 OP NUT F/ BV		EA	0.00
800	600	PEC9BLK100	2X100 CTS DR9 HDPE BLUE PIPE	145.000	C	870.00
42	42	FINSERT55	2 CTS PET INS STFNR	2.000	EA	84.00
21	21	FY44274NL	LF 2X1 CTS COMP Y BRCH	90.730	EA	1905.33
84	84	FINSERT52	1 CTS PET / HDPE DR9 INS STFNR	1.600	EA	134.40
200	200	PEC9BLG100	1X100 CTS DR9 HDPE BLUE PIPE	45.000	C	90.00
42	0	FB94324WNL	LF 1 CTS COMP X 3/4 STRT YK VLV		EA	0.00
			RECLAIM			
			==========			
7	5	PD3105PP115737	3X1000 UG DET RECLMD WTR PURP	30.000	EA	150.00
30	8	C1430PSF500	14GA 30MM 500 FT COP TRCR WIRE PURP	50.000	EA	400.00
			GATE VALVES			
2	0	AFC2620DLAFMM	20 MJ RW DI OLSS STEM VLV L/A		EA	0.00
18	18	AFC2606DLAFMM	6 DI MJ RW OL SS STEM VLV L/A	459.610	EA	8272.98
1	1	AFC2604DLAFMM	4 DI MJ RW OL SS STEM VLV L/A	359.980	EA	359.98
			SINGLE SERVICES:16			
			SHORT SINGLES:8			
			4"-(7); 6"-(1)			
1	1	FFC202690IP7I	6X2 IP DBL STRP SS EPOXY SDL	58.940	EA	58.94
7	7	FFC202480IP7I	4X2 IP DBL STRP SS EPOXY SDL	58.000	EA	406.00
8	0	FB84777WNL	LF 2 B84-777W-NL BV		EA	0.00
8	0	FQT67	2 OP NUT F/BV		EA	0.00
16	16	FINSERT55	2 CTS PET INS STFNR	2.000	EA	32.00
200	200	PEC9PLK100	2X100 CTS DR9 HDPE PIPE PURP	155.000	C	310.00
8	0	FC1477NL	LF 2 FIP X CTS COMP COUP		EA	0.00
8	8	IBRLFBKG	LF 2X1 BRS BUSH	14.420	EA	115.36
8	8	FC8444NL	LF 1 MIP X 1 CTS PJ COUP	15.250	EA	122.00
16	16	FINSERT52	1 CTS PET / HDPE DR9 INS STFNR	1.600	EA	25.60
100	100	PEC9PLG100	1X100 CTS DR9 HDPE PURP PIPE	45.000	C	45.00
8	0	FB94324WNL	LF 1 CTS COMP X 3/4 STRT YK VLV		EA	0.00
			LONG SINGLES:8			
6	6	FFC202480IP7I	4X2 IP DBL STRP SS EPOXY SDL	58.000	EA	348.00
2	2	FFC202690IP7I	6X2 IP DBL STRP SS EPOXY SDL	58.940	EA	117.88
8	0	FB84777WNL	LF 2 B84-777W-NL BV		EA	0.00
8	0	FQT67	2 OP NUT F/BV		EA	0.00
16	16	FINSERT55	2 CTS PET INS STFNR	2.000	EA	32.00
300	300	PEC9BLK100	2X100 CTS DR9 HDPE BLUE PIPE	155.000	C	465.00
8	0	FC1477NL	LF 2 FIP X CTS COMP COUP		EA	0.00
8	8	IBRLFBKG	LF 2X1 BRS BUSH	14.420	EA	115.36
8	8	FC8444NL	LF 1 MIP X 1 CTS PJ COUP	15.250	EA	122.00
16	16	FINSERT52	1 CTS PET / HDPE DR9 INS STFNR	1.600	EA	25.60
100	0	PEC9BLG100	1X100 CTS DR9 HDPE BLUE PIPE		C	0.00

TERMS: CASH ON DEMAND ORIGINAL INVOICE TOTAL DUE CONTINUED

FERGUSON®
WATERWORKS

#1568
2439 7TH ST SW
WINTER HAVEN, FL 33880-1948

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1754083	$69,078.47	54742	3 of 3

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
8	8	FB94324WNL	LF 1 CTS COMP X 3/4 STRT YK VLV DOUBLE SERVICES: 56 (22 SHORTS, 34 LONGS) SHORT DOUBLES:22	61.000	EA	488.00
22	22	FFC202460IP7I	4X2 IP DBL STRP SS EPOXY SDL	58.000	EA	1276.00
22	0	FB84777WNL	LF 2 B84-777W-NL BV		EA	0.00
22	0	FQT67	2 OP NUT F/ BV		EA	0.00
300	300	PEC9PLK100	2X100 CTS DR9 HDPE PIPE PURP	155.000	C	465.00
44	44	FINSERT55	2 CTS PET INS STFNR	2.000	EA	88.00
22	22	FY44274NL	LF 2X1 CTS COMP Y BRCH	90.730	EA	1996.06
88	88	FINSERT52	1 CTS PET / HDPE DR9 INS STFNR	1.600	EA	140.80
100	100	PEC9PLG100	1X100 CTS DR9 HDPE PURP PIPE	45.000	C	45.00
44	6	FB94324WNL	LF 1 CTS COMP X 3/4 STRT YK VLV LONG DOUBLES:34	61.000	EA	366.00
20	5	FFC202460IP7I	4X2 IP DBL STRP SS EPOXY SDL	58.000	EA	290.00
14	14	FFC202690IP7I	6X2 IP DBL STRP SS EPOXY SDL	58.940	EA	825.16
34	0	FB84777WNL	LF 2 B84-777W-NL BV		EA	0.00
1300	400	PEC9BLK100	2X100 CTS DR9 HDPE BLUE PIPE	155.000	C	620.00
68	68	FINSERT55	2 CTS PET INS STFNR	2.000	EA	136.00
34	34	FY44274NL	LF 2X1 CTS COMP Y BRCH	90.730	EA	3084.82
144	144	FINSERT52	1 CTS PET / HDPE DR9 INS STFNR	1.600	EA	230.40
200	0	PEC9BLG100	1X100 CTS DR9 HDPE BLUE PIPE		C	0.00
88	0	FB94324WNL	LF 1 CTS COMP X 3/4 STRT YK VLV		EA	0.00
			INVOICE SUB-TOTAL			69078.47

****

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Thank you for your business

TERMS: CASH ON DEMAND — ORIGINAL INVOICE — **TOTAL DUE** **$69,078.47**

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at https://www.ferguson.com/content/website-info/terms-of-sale, incorporated by reference. Seller may convert checks to ACH.

FERGUSON® WATERWORKS

#1588
2439 7TH ST SW
WINTER HAVEN, FL 33880-1948

Please contact with Questions: 863-401-2764

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1754119	$40,678.40	54742	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FEL-WINTER HAVEN, FL WW
REMIT TO ADDRESS:
PO BOX 100286
ATLANTA, GA 30384-0286

RECEIVED
JUN 19 2019
THE KEARNEY COMPANIES

VILLAMAR COMMUNITY DEVELOPMENT
VILLAMAR PH 2 PO#1
VILLAMAR CDD
135 W CENTRAL BLVD SUITE 320
ORLANDO, FL 32801

SHIP TO:

THE KEARNEY COMPANIES
CHERRY BLOSSOM LN & CUNNINGHAM
VILLAMAR PH 2
WINTER HAVEN, FL 33884

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
1588	1588	FLE	0060-01-06 PVC	011	VILLAMAR PH 2	06/18/19	104407

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
			CHRIS 813-486-2981			
			CUNNINGHAM ROAD & CHERRY			
			BLOSSUM LANE			
			WINTER HAVEN, FL 33884			
			SANITARY			
1386	1386	SDR26HWSPP14	4X14 SDR26 HW PVC GJ SWR PIPE	1.300	FT	1801.80
2114	2114	SDR26HWSPU14	6X14 SDR26 HW PVC GJ SWR PIPE	2.500	FT	5285.00
7224	7224	SDR26HWSPX14	8X14 SDR26 HWPVC GJ SWR PIPE	4.650	FT	33591.60
			WATER			
6820	0	DR18BPX	8 C900 DR18 PVC GJ BLUE PIPE		FT	0.00
			RECLAIM			
2040	0	DR18PPP	4 C900 DR18 PVC GJ PURP PIPE		FT	0.00
1780	0	DR18PPU	6 C900 DR18 PVC GJ PURP PIPE		FT	0.00
1620	0	DR25PP20	20 C900 DR25 CL165 PVC GJ PURP PIPE		EA	0.00
			INVOICE SUB-TOTAL			40678.40

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH 'NP' IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Thank you for your business

TERMS:	CASH ON DEMAND	ORIGINAL INVOICE	TOTAL DUE	$40,678.40

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at https://www.ferguson.com/content/website-info/terms-of-sale, incorporated by reference. Seller may convert checks to ACH.

FERGUSON
WATERWORKS
8008 E. SLIGH AVE.
TAMPA, FL 33610-0000

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1754266	$394.00	54742	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FEL-TAMPA, FL WATERWORKS #044
REMIT TO NEW ADDRESS:
PO BOX 100286
ATLANTA, GA 30384-0286.

Please contact with Questions: 813-627-1240

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JUN 14 2019
THE KEARNEY COMPANIES

SHIP TO:

COUNTER PICK UP
8008 E SLIGH AVE
TAMPA, FL 33610-0000

VILLAMAR COMMUNITY DEVELOPMENT
VILLAMAR PH 2 PO#1
VILLAMAR CDD
135 W CENTRAL BLVD SUITE 320
ORLANDO, FL 32801

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
44	44	FLE	941756	D11	VILLAMAR PH 2 PO#1	06/13/19	10 104371

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
4	4	N8DWB1015	8OZ DEWATERING BAG 10X15 *Z	98.500	EA	394.00
			INVOICE SUB-TOTAL			394.00

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Thank you for your business

TERMS: CASH ON DEMAND ORIGINAL INVOICE TOTAL DUE $394.00

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at https://www.ferguson.com/content/website-info/terms-of-sale, incorporated by reference. Seller may convert checks to ACH.

CD

FERGUSON®
WATERWORKS

#1588
2439 7TH ST SW
WINTER HAVEN, FL 33880-1948

Please contact with Questions: 863-401-2764

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JUN 17 2019

THE KEARNEY COMPANIES

VILLAMAR COMMUNITY DEVELOPMENT
VILLAMAR PH 2 PO#1
VILLAMAR CDD
135 W CENTRAL BLVD SUITE 320
ORLANDO, FL 32801

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1754731	$300.00	54742	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FEL-WINTER HAVEN, FL WW
REMIT TO ADDRESS:
PO BOX 100286
ATLANTA, GA 30384-0286

SHIP TO:

THE KEARNEY COMPANIES
CHERRY BLOSSOM LN & CUNNINGHAM
VILLAMAR PH 2
WINTER HAVEN, FL 33884

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1588	1588	FLE	941757	011	VILLAMAR PH 2 PO#1	06/14/19	IO 104383

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNITPRICE	UM	AMOUNT
			BILLY 813-997-4208			
12	12	S3610M100	3X100 SILT FENCE FERG 10 FT CNTR	25.000	EA	300.00
			INVOICE SUB-TOTAL			300.00

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Thank you for your business

TERMS: NET 10TH PROX — ORIGINAL INVOICE — TOTAL DUE $300.00

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at https://www.ferguson.com/content/website-info/terms-of-sale, incorporated by reference. Seller may convert checks to ACH.

CD

FERGUSON
WATERWORKS

#1588
2439 7TH ST SW
WINTER HAVEN, FL 33880-1948

RECEIVED
JUN 20 2019

Please contact with Questions: 863-401-2764

THE KEARNEY COMPANIES

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1755164	$2,112.00	54742	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FEL-WINTER HAVEN, FL WW
REMIT TO ADDRESS:
PO BOX 100286
ATLANTA, GA 30384-0286

SHIP TO:

THE KEARNEY COMPANIES
CHERRY BLOSSOM LN & CUNNINGHAM
VILLAMAR PH 2
WINTER HAVEN, FL 33884

VILLAMAR COMMUNITY DEVELOPMENT
VILLAMAR PH 2 PO#1
VILLAMAR CDD
135 W CENTRAL BLVD SUITE 320
ORLANDO, FL 32801

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1588	1588	FLE	0080-01-06	011	VILLAMAR PH 2 PO#1	06/19/19	IO 104433

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
			NAPCO - PURPLE PIPE			
960	960	DR18PPP	4 C900 DR18 PVC GJ PURP PIPE	2.200	FT	2112.00
			INVOICE SUB-TOTAL			2112.00

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Thank you for your business

TERMS: NET 10TH PROX ORIGINAL INVOICE TOTAL DUE $2,112.00

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at https://www.ferguson.com/content/website-info/terms-of-sale, incorporated by reference. Seller may convert checks to ACH.

FERGUSON
WATERWORKS

#1588
2439 7TH ST SW
WINTER HAVEN, FL 33880-1948

Please contact with Questions: 863-401-2764

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1755806	$450.96	54742	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FEL-WINTER HAVEN, FL WW
REMIT TO ADDRESS:
PO BOX 100286
ATLANTA, GA 30384-0286

RECEIVED
JUN 28 2019
THE KEARNEY COMPANIES

VILLAMAR COMMUNITY DEVELOPMENT
VILLAMAR PH 2 PO#1
VILLAMAR CDD
135 W CENTRAL BLVD SUITE 320
ORLANDO, FL 32801

SHIP TO:

THE KEARNEY COMPANIES
CHERRY BLOSSOM LN & CUNNINGHAM
VILLAMAR PH 2
WINTER HAVEN, FL 33884

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1588	~~1588~~	FLE	041763	011	VILLAMAR PH 2 PO#1	06/19/19	IO 104433

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
500	500	P40BEPJ20	1-1/2X20 FT PVC S40 BE PIPE	65.000	C	325.00
2	2	O30806	32 OZ PURP PRMR / CLNR	12.690	EA	25.38
2	2	O31015	32 OZ PVC REG CLR CMNT	9.790	EA	19.58
6	6	PB3104Y9737	3X1000 BARR TAPE NO ENTER YELL	13.600	EA	81.00
			INVOICE SUB-TOTAL			450.96

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LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH 'NP' IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Thank you for your business

TERMS: NET 10TH PROX ORIGINAL INVOICE TOTAL DUE $450.96

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FERGUSON® WATERWORKS

#1588
2439 7TH ST SW
WINTER HAVEN, FL 33880-1948

Please contact with Questions: 863-401-2764

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1759956	$847.20	54742	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FEL-WINTER HAVEN, FL WW
REMIT TO ADDRESS:
PO BOX 100286
ATLANTA, GA 30384-0286

RECEIVED
JUN 21 2019
THE KEARNEY COMPANIES

SHIP TO:

THE KEARNEY COMPANIES
CHERRY BLOSSOM LN & CUNNINGHAM
VILLAMAR PH 2
WINTER HAVEN, FL 33884

VILLAMAR COMMUNITY DEVELOPMENT
VILLAMAR PH 2 PO#1
VILLAMAR CDD
135 W CENTRAL BLVD SUITE 320
ORLANDO, FL 32801

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1588	1588	FLE	0060-01-06	011	VILLAMAR PH 2 PO#1	06/20/19	IO 104446

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
160	48	MUL067324	4 PVC HW SWR GXG 45 ELL	14.690	EA	705.12
24	24	S20657	20 OZ SPRY PAINT FLOR ORAN	5.920	EA	142.08
			INVOICE SUB-TOTAL			847.20

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Thank you for your business

TERMS: NET 10TH PROX — ORIGINAL INVOICE — TOTAL DUE $847.20

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FORMS OF REQUISITIONS

VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2019
(Acquisition and Construction)

The undersigned, a Responsible Officer of the VillaMar Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of June 1, 2019 as supplemented by that certain First Supplemental Trust Indenture dated as of June 1, 2019 (collectively, the "Series 2019 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2019 Indenture):

(A) Requisition Number: 19

(B) Identify Acquisition Agreement, if applicable;

(C) Name of Payee pursuant to Acquisition Agreement: Atlantic TNG, LLC

(D) Amount Payable: $39,175.00

(E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoices: 124218 – 124387 Phase 2 Construction Materials per Change Order 1

(F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2019 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,

2. each disbursement set forth above is a proper charge against the Series 2019 Acquisition and Construction Account; and

3. each disbursement set forth above was incurred in connection with the Cost of the Series 2019 Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

VILLAMAR COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date: 8/6/19

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition: (a) the portion of the Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

D. Wood
Consulting Engineer

Date: 7-30-19

REQ. 19
Ferguson WaterWorks

THE KEARNEY COMPANIES, LLC.
9625 Wes Kearney Way, Riverview FL 33578

Office (813) 421-6601
Fax (813) 421-6701

Underground Utilities *Site Development*

PROJECT: VILLAMAR PHASE 2
CHANGE ORDER NO. 1
THE KEARNEY COMPANIES PROJECT NO. 0060-01

Date: 30-Jun-19

Conditions: The changes described herein shall be governed by the terms and conditions of the Contract, and shall not in any way alter the terms of the Contract, but shall hereafter be a part of the Contract.

INV. NO.	DESCRIPTION	Invoice Amount	Sales Tax	TOTAL COST
1754054	FERGUSON 6/12/2019	$ 4,542.48		
1754054-1	FERGUSON 6/12/2019	$ 40.00		
1754066	FERGUSON 6/12/2019	$ 12,186.26		
1754084	FERGUSON 6/12/2019	$ 6,822.00		
1754083	FERGUSON 6/19/2019	$ 69,078.47		
1754119	FERGUSON 6/18/2019	$ 40,678.40		
1754266	FERGUSON 6/13/2019	$ 394.00		
1754731	FERGUSON 6/14/2019	$ 300.00		
1755164	FERGUSON 6/19/2019	$ 2,112.00		
1755806	FERGUSON 6/19/2019	$ 450.96		
1755956	FERGUSON 6/20/2019	$ 847.20		
		$ 137,451.77	$ 6,872.59	$ 144,324.36
124218	ATLANTIC TNG 6/12/2019	$ 5,488.00		
124219	ATLANTIC TNG 6/12/2019	$ 4,852.00		
124236	ATLANTIC TNG 6/13/2019	$ 4,360.00		
124261	ATLANTIC TNG 6/14/2019	$ 4,848.00		
124313	ATLANTIC TNG 6/18/2019	$ 4,111.00		
124337	ATLANTIC TNG 6/19/2019	$ 7,521.00		
134361	ATLANTIC TNG 6/20/2019	$ 3,462.00		
124387	ATLANTIC TNG 6/21/2019	$ 4,533.00		
		$ 39,175.00	$ 1,958.75	$ 41,133.75
19064	FLORIDA SOIL CEMENT CO. 6/17/2019	$ 3,202.98		
		$ 3,202.98	$ 160.15	$ 3,363.13
11678278	FORTERRA 6/24/2019	$ 65,637.20		
		$ 65,637.20	$ 3,281.86	$ 68,919.06
TOTAL				$ (257,740.30)

The Kearney Companies LLC hereby requests an extension of 0 day(s) to the original contract deadline for this work.

REASON FOR CHANGE: DIRECT PURCHASE OF MATERIALS BY CDD

ACCEPTABLE TO:

The Kearney Companies, LLC.

DATE: 30-Jun-19

N — WOOD

Engineer

DATE: 9-25-19

Gall Blum

Owner

DATE: 9-30-19

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

Invoice

Date	Invoice #
6/12/2019	124218

Bill To	Ship To
Vilamar CDD C/O Governmental Management Services 135 W Central Blvd., Suite 320 Orlando, FL 32801	Villamar PH 2 Polk County PO# 0060-01-10 Self Unloader Contact: Billy 813-997-4208

RECEIVED
JUN 18 2019
THE KEARNEY COMPANIES

Delivery Date	Total Weight	Terms
6/12/2019	30760	Net 30

Structure	Quantity	Description	Weight	Rate	Amount
SSMH-1	1	4' Base 48" Diameter 5" Wall Sanitary Manhole Base	5940	2,744.00	2,744.00
	3	8" Z-Lok gasket/clamp			
	1	6' Riser 48" Diameter 5" Wall Sanitary Manhole Riser	5020		
	1	4' Riser 48" Diameter 5" Wall Sanitary Manhole Riser	3360		
	1	2.5' Riser 48" Diameter 5" Wall Sanitary Manhole Riser	2100		
	1	2' Riser 48" Diameter 5" Wall Sanitary Manhole Riser	1680		
	1	2' Eccentric Cone 48" Diameter 5" Wall Sanitary Manhole Cone	1660		
SSMH-2	1	4' Base 48" Diameter 5" Wall Sanitary Manhole Base	5940	2,744.00	2,744.00
	2	8" Z-Lok gasket/clamp			
	1	4' Riser 48" Diameter 5" Wall Sanitary Manhole Riser	3360		
	1	2' Eccentric Cone 48" Diameter 5" Wall Sanitary Manhole Cone	1680		
	9	Lube			

	Subtotal
	Sales Tax (0.0%)
	Balance Due

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

Invoice

Date	Invoice #
6/12/2019	124218

Bill To	Ship To
Vilamar CDD C/O Governmental Management Services 135 W Central Blvd., Suite 320 Orlando, FL 32801	Villamar PH 2 Polk County PO# 0060-01-10 Self Unloader Contact: Billy 813-997-4208

Delivery Date	Total Weight	Terms
6/12/2019	30760	Net 30

Structure	Quantity	Description	Weight	Rate	Amount
	1	Box 1" Ramnek			

Subtotal	$5,488.00
Sales Tax (0.0%)	$0.00
Balance Due	$5,488.00

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

Invoice

Date	Invoice #
6/12/2019	124219

Bill To	Ship To
VilamarCDD C/O Governmental Management Services 135 W.Central Blvd., Suite 320 Orlando, FL 32801	Villamar PH 2 Polk County PO# 0060-01-10 Self Unloader Contact: Billy 813-997-4208

RECEIVED
JUN 18 2019
THE KEARNEY COMPANIES

Delivery Date	Total Weight	Terms
6/12/2019	35800	Net 30

Structure	Quantity	Description	Weight	Rate	Amount
SSMH-2	1	4' Riser 48" Diameter 5" Wall Sanitary Manhole Riser	3360		
	1	2.5' Riser 48" Diameter 5" Wall Sanitary Manhole Riser	2100		
	1	2' Riser 48" Diameter 5" Wall Sanitary Manhole Riser	1680		
SSMH-3	1	4' Base 48" Diameter 5" Wall Sanitary Manhole Base	5940	2,426.00	2,426.00
	2	6" Z-Lok gasket/clamp			
	1	6' Riser 48" Diameter 5" Wall Sanitary Manhole Riser	5020		
	1	5' Riser 48" Diameter 5" Wall Sanitary Manhole Riser	4200		
	1	2' Eccentric Cone 48" Diameter 5" Wall Sanitary Manhole Cone	1680		
SSMH-4	1	4' Base 48" Diameter 5" Wall Sanitary Manhole Base	5940	2,426.00	2,426.00
	2	8" Z-Lok gasket/clamp			
	1	5' Riser 48" Diameter 5" Wall Sanitary Manhole Riser	4200		
	1	2' Eccentric Cone 48" Diameter 5" Wall Sanitary Manhole Cone	1680		

	Subtotal
	Sales Tax (0.0%)
	Balance Due

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

Invoice

Date	Invoice #
6/12/2019	124219

Bill To	Ship To
Vilamar CDD C/O Governmental Management Services 135 W Central Blvd., Suite 320 Orlando, FL 32801	Villamar PH 2 Polk County PO# 0060-01-10 Self Unloader Contact: Billy 813-997-4208

Delivery Date	Total Weight	Terms
6/12/2019	35800	Net 30

Structure	Quantity	Description	Weight	Rate	Amount
	1	Box 1" Ramnek			

Subtotal	$4,852.00
Sales Tax (0.0%)	$0.00
Balance Due	$4,852.00

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

Invoice

Date	Invoice #
6/13/2019	124236

Bill To	Ship To
Vilamar CDD C/O Governmental Management Services 135 W Central Blvd., Suite 320 Orlando, FL 32801	Villamar PH 2 Polk County PO# 0060-01-10 Self Unloader Contact: Billy 813-997-4208

RECEIVED
JUN 18 2019

THE KEARNEY COMPANIES

Delivery Date	Total Weight	Terms
6/13/2019	34140	Net 30

Structure	Quantity	Description	Weight	Rate	Amount
SSMH-4	1	5' Riser 48" Diameter 5" Wall Sanitary Manhole Riser	4200		
SSMH-5	1	3' Base 48" Diameter 5" Wall Sanitary Manhole Base	6120	2,180.00	2,180.00
	2	8" Z-Lok gasket/clamp			
	1	6' Riser 48" Diameter 5" Wall Sanitary Manhole Riser	5020		
	1	4' Riser 48" Diameter 5" Wall Sanitary Manhole Riser	3360		
	1	2' Eccentric Cone 48" Diameter 5" Wall Sanitary Manhole Cone	1680		
SSMH-6	1	2.5' Base 48" Diameter 5" Wall Sanitary Manhole Base	4700	2,180.00	2,180.00
	2	8" Z-Lok gasket/clamp			
	1	6' Riser 48" Diameter 5" Wall Sanitary Manhole Riser	5020		
	1	4' Riser 48" Diameter 5" Wall Sanitary Manhole Riser	3360		
	1	2' Eccentric Cone 48" Diameter 5" Wall Sanitary Manhole Cone	1680		
	1	Box 1" Ramnek			

Subtotal	$4,360.00
Sales Tax (0.0%)	$0.00
Balance Due	$4,360.00

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

Invoice

Date	Invoice #
6/14/2019	124261

Bill To

Villamar CDD
C/O Governmental Management Services
135 W Central Blvd., Suite 320
Orlando, FL 32801

RECEIVED
JUN 18 2019
THE KEARNEY COMPANIES

Ship To

Villamar PH 2
Polk County
PO# 0060-01-10
Self Unloader
Contact: Billy 813-997-4208

Delivery Date	Total Weight	Terms
6/14/2019	34600	Net 30

Structure	Quantity	Description	Weight	Rate	Amount
9SMH-7	1	4' Base 48" Diameter 5" Wall Sanitary Manhole Base	5940	2,180.00	2,180.00
	3	8" Z-Lok gasket/clamp			
	1	6' Riser 48" Diameter 5" Wall Sanitary Manhole Riser	5020		
	1	2.5' Riser 48" Diameter 5" Wall Sanitary Manhole Riser	2100		
	1	2' Eccentric Cone 48" Diameter 5" Wall Sanitary Manhole Cone	1680		
A1	1	4' Base 48" Diameter 5" Wall Sanitary Manhole Base	5940	2,180.00	2,180.00
	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	2' Eccentric Cone 48" Diameter 5" Wall Sanitary Manhole Cone	1680		
100	1	30" Base 48" Diameter Type "P8" 5" Wall Storm Manhole Base	4260	488.00	488.00
	1	18" Cone 48" Diameter Type "P8" 5" Wall Storm Manhole Cone	1260		

	Subtotal
	Sales Tax (0.0%)
	Balance Due

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

Invoice

Date	Invoice
6/14/2019	124261

Bill To	Ship To
Villamar CDD C/O Governmental Management Services 135 W Central Blvd., Suite 320 Orlando, FL 32801	Villamar PH 2 Polk County PO# 0060-01-10 Self Unloader Contact: Billy 813-997-4208

Delivery Date	Total Weight	Terms
6/14/2019	34600	Net 30

Structure	Quantity	Description	Weight	Rate	Amount
	1	Box 1" Ramnek			

Subtotal	$4,848.00
Sales Tax (0.0%)	$0.00
Balance Due	$4,848.00

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

Invoice

Date	Invoice #
6/18/2019	124313

Bill To

Vilamar CDD
C/O Governmental Management Services
135 W Central Blvd., Suite 320
Orlando, FL 32801

RECEIVED
JUN 25 2019
THE KEARNEY COMPANIES

Ship To

Villamar PH 2
Polk County
PO# 0060-01-10
Call Before Loading
Contact: Billy 813-997-4208

Delivery Date	Total Weight	Terms
6/18/2019	34120	Net 30

Structure	Quantity	Description	Weight	Rate	Amount
A2	1	4' Base 48" Diameter 5" Wall Sanitary Manhole Base	5940	2,180.00	2,180.00
	2	8" Z-Lok gasket/clamp			
	1	5' Riser 48" Diameter 5" Wall Sanitary Manhole Riser	4200		
	1	2.5' Riser 48" Diameter 5" Wall Sanitary Manhole Riser	2100		
A3	1	2' Base 48" Diameter 5" Wall Sanitary Manhole Base	4280	1,931.00	1,931.00
	2	8" Z-Lok gasket/clamp			
	1	5' Riser 48" Diameter 5" Wall Sanitary Manhole Riser	4200		
	1	4' Riser 48" Diameter 5" Wall Sanitary Manhole Riser	3360		
A4	1	6' Riser 48" Diameter 5" Wall Sanitary Manhole Riser	5020		
C1	1	6' Riser 48" Diameter 5" Wall Sanitary Manhole Riser	5020		
	1	Box 1" Ramnek			

Subtotal	$4,111.00
Sales Tax (0.0%)	$0.00
Balance Due	$4,111.00

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

Invoice

Date	Invoice #
6/19/2019	124337

Bill To	Ship To
Vilamar CDD C/O Governmental Management Services 135 W Central Blvd., Suite 320 Orlando, FL 32801	Villamar PH 2 Polk County PO# 0060-01-10 Call Before Loading Contact: Billy 813-997-4208

RECEIVED
JUN 25 2019
THE KEARNEY COMPANIES

Delivery Date	Total Weight	Terms
6/19/2019	42720	Net 30

Structure	Quantity	Description	Weight	Rate	Amount
A4	1	4' Base 48" Diameter 5" Wall Sanitary Manhole Base	5940	1,931.00	1,931.00
	3	8" Z-Lok gasket/clamp			
A5	1	4' Base 48" Diameter 5" Wall Sanitary Manhole Base	5940	1,831.00	1,831.00
	3	8" Z-Lok gasket/clamp			
A6	1	2' Base 48" Diameter 5" Wall Sanitary Manhole Base	4200	1,167.00	1,167.00
	2	8" Z-Lok gasket/clamp			
	1	3' Riser 48" Diameter 5" Wall Sanitary Manhole Riser	2520		
4	1	46" Base 2' x 3' Grate Inlet Type "C", 6" Wall, w/ EB&C	4860	393.00	393.00
6	1	46" Base 3'3" x 3'-10" Grate Inlet type "V", 6" wall, w/ EB&C	6640	733.00	733.00
7	1	38" Base 3' x 4' Grate Inlet Type "V", 6" Wall	5400	733.00	733.00
	1	16" Riser 3' x 4' Grate Inlet Type "V", 6" Wall w/ EB&C	1420		
8	1	28" Base 3' x 4' Grate Inlet Type "V", 6" Wall	4400	733.00	733.00
	1	16" Riser 3' x 4' Grate Inlet Type "V", 6" Wall w/ EB&C	1420		

	Subtotal
	Sales Tax (0.0%)
	Balance Due

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

Invoice

Date	Invoice #
6/19/2019	124337

Bill To	Ship To
Vilamar CDD C/O Governmental Management Services 135 W Central Blvd., Suite 320 Orlando, FL 32801	Villamar PH 2 Polk County PO# 0060-01-10 Call Before Loading Contact: Billy 813-997-4208

Delivery Date	Total Weight	Terms
6/19/2019	42720	Net 30

Structure	Quantity	Description	Weight	Rate	Amount
	1	Box 1" Ramnek			

Subtotal	$7,521.00
Sales Tax (0.0%)	$0.00
Balance Due	$7,521.00

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

Invoice

Date	Invoice #
6/20/2019	124361

Bill To	Ship To
Vilamar CDD C/O Governmental Management Services 135 W Central Blvd., Suite 320 Orlando, FL 32801	Villamar PH 2 Polk County PO# 0060-01-10 Call Before Loading Contact: Billy 813-997-4208

RECEIVED
JUN 25 2019
THE KEARNEY COMPANIES

Delivery Date	Total Weight	Terms
6/20/2019	39860	Net 30

Structure	Quantity	Description	Weight	Rate	Amount
5	1	62" Base 2' x 3' Grate Inlet Type "C", 6" Wall, w/ EB&C	5320	393.00	393.00
8A	1	62" Base 2' x 3' Grate Inlet Type "C", 6" Wal, w/ EB&C	4800	393.00	393.00
9	1	48" Base 3'3" x 3'-10" Grate Inlet type "V", 6" wall, w/ EB&C	6500	733.00	733.00
15	1	52" Base 4' x 6' Manhole Type "J7", 6" Wall	9660	1,157.00	1,157.00
	1	60"x84", 8" Top Slab	4220		
33	1	43" Base 2' x 3' Grate Inlet Type "C", 6" Wall, w/ EB&C	4640	393.00	393.00
34	1	44" Base 2' x 3' Grate Inlet Type "C", 6" Wall, w/ EB&C	4720	393.00	393.00

Subtotal	$3,462.00
Sales Tax (0.0%)	$0.00
Balance Due	$3,462.00

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

Invoice

Date	Invoice #
6/21/2019	124387

Bill To	Ship To
Villamar CDD C/O Governmental Management Services 135 W Central Blvd., Suite 320 Orlando, FL 32801	Villamar PH 2 Polk County PO# 0060-01-10 Call Before Loading Contact: Billy 813-997-4208

RECEIVED
JUN 25 2019

THE KEARNEY COMPANIES

Delivery Date	Total Weight	Terms
6/21/2019	32640	Net 30

Structure	Quantity	Description	Weight	Rate	Amount
A7	1	4' Base 48" Diameter 5" Wall Sanitary Manhole Base	5940	1,167.00	1,167.00
	2	8" Z-Lok gasket/clamp			
	1	1' Riser 48" Diameter 5" Wall Sanitary Manhole Riser	1020		
A8	1	4' Base 48" Diameter 5" Wall Sanitary Manhole Base	5940	1,167.00	1,167.00
	2	8" Z-Lok gasket/clamp			
	1	1' Riser 48" Diameter 5" Wall Sanitary Manhole Riser	1020		
13	1	44" Base 3'3" x 3'-10" Grate Inlet type "V", 6" wall, w/ EB&C	6020	733.00	733.00
14	1	29" Base 3'3" x 3'-10" Grate Inlet type "V", 6" wall	4500	733.00	733.00
	1	16" Riser 3'3" x 3'-10" Grate Inlet type "V", 6" wall, w/ EB&C	1420		
12	1	29" Base 3' x 4' Grate Inlet Type "V", 6" Wall	5360	733.00	733.00
	1	16" Riser 3' x 4' Grate Inlet Type "V", 6" Wall w/ EB&C	1420		

Subtotal	$4,533.00
Sales Tax (0.0%)	$0.00
Balance Due	$4,533.00

FORMS OF REQUISITIONS

VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2019
(Acquisition and Construction)

The undersigned, a Responsible Officer of the VillaMar Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of June 1, 2019 as supplemented by that certain First Supplemental Trust Indenture dated as of June 1, 2019 (collectively, the "Series 2019 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2019 Indenture):

(A) Requisition Number: 20

(B) Identify Acquisition Agreement, if applicable;

(C) Name of Payee pursuant to Acquisition Agreement: Forterra Pipe & Precast, LLC

(D) Amount Payable: $65,637.20

(E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice: 11678278 Phase 2 Construction Materials per Change Order 1

(F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2019 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,

2. each disbursement set forth above is a proper charge against the Series 2019 Acquisition and Construction Account; and

3. each disbursement set forth above was incurred in connection with the Cost of the Series 2019 Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

VILLAMAR COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date: 8/6/19

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition: (a) the portion of the Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

_____
Consulting Engineer

Date: 7-30-19

REQ 20
FORTERA PIPE & PRECAST

THE KEARNEY COMPANIES, LLC.
9625 Wes Kearney Way, Riverview FL 33578
Office (813) 421-6601
Fax (813) 421-6701

Underground Utilities *Site Development*

PROJECT: VILLAMAR PHASE 2
CHANGE ORDER NO. 1
THE KEARNEY COMPANIES PROJECT NO. 0060-01

Date: 30-Jun-19

Conditions: The changes described herein shall be governed by the terms and conditions of the Contract, and shall not in any way alter the terms of the Contract, but shall hereafter be a part of the Contract.

INV. NO.	DESCRIPTION	Invoice Amount	Sales Tax	TOTAL COST
1754054	FERGUSON 6/12/2019	$ 4,542.48		
1754054-1	FERGUSON 6/12/2019	$ 40.00		
1754066	FERGUSON 6/12/2019	$ 12,186.26		
1754084	FERGUSON 6/12/2019	$ 6,822.00		
1754083	FERGUSON 6/19/2019	$ 69,078.47		
1754119	FERGUSON 6/18/2019	$ 40,678.40		
1754266	FERGUSON 6/13/2019	$ 394.00		
1754731	FERGUSON 6/14/2019	$ 300.00		
1755164	FERGUSON 6/19/2019	$ 2,112.00		
1755806	FERGUSON 6/19/2019	$ 450.96		
1755956	FERGUSON 6/20/2019	$ 847.20		
		$ 137,451.77	$ 6,872.59	$ 144,324.36
124218	ATLANTIC TNG 6/12/2019	$ 5,488.00		
124219	ATLANTIC TNG 6/12/2019	$ 4,852.00		
124236	ATLANTIC TNG 6/13/2019	$ 4,360.00		
124261	ATLANTIC TNG 6/14/2019	$ 4,848.00		
124313	ATLANTIC TNG 6/18/2019	$ 4,111.00		
124337	ATLANTIC TNG 6/19/2019	$ 7,521.00		
134361	ATLANTIC TNG 6/20/2019	$ 3,462.00		
124387	ATLANTIC TNG 6/21/2019	$ 4,533.00		
		$ 39,175.00	$ 1,958.75	$ 41,133.75
19064	FLORIDA SOIL CEMENT CO. 6/17/2019	$ 3,202.98		
		$ 3,202.98	$ 160.15	$ 3,363.13
11678278	FORTERRA 6/24/2019	$ 65,637.20		
		$ 65,637.20	$ 3,281.86	$ 68,919.06
TOTAL				$ (257,740.30)

The Kearney Companies LLC hereby requests an extension of 0 day(s) to the original contract deadline for this work.

REASON FOR CHANGE: DIRECT PURCHASE OF MATERIALS BY CDD

ACCEPTABLE TO:

The Kearney Companies, LLC.

DATE: 30-Jun-19

N — wood
Engineer

DATE: 7-25-19

Gill Blym
Owner

DATE: 7-30-19

INVOICE

FORTERRA

WWW.FORTERRABP.COM

Ship To:
(FL) VILLAMAR PH 2
CUNNINGHAM RD
WINTER HAVEN FL 33884

Bill To:
VILLAMAR CDD c/o THE KEARNEY CORP
9625 Wes Kearney Way
Riverview FL 33578
United States of America

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

Invoice Date	Page Number
24-JUN-19	1 of 6
Invoice Number	
11678278	
Sales Contract	Customer Number
10982232	10034950
Customer Order	
2	

Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
17-JUN-19	10621	2970633	MISC				
			15" RUBBER GASKET PROFILE (21/32"X262CC) 60/carton	5	EACH	.00	.00
			18" PROFILE GASKET (3/4 "X396CC) 50/carton	16	EACH	.00	.00
			24" RUBBER GASKET PROFILE (3/4 "X505CC) 35/carton	2	EACH	.00	.00
			ME-15"-PFL-4:1-RCP-BELL-96"	5	EACH	206.08	1,030.40
			ME-18"-PFL-4:1-RCP-BELL-96"	1	EACH	252.48	252.48
			ME-24"-PFL-4:1-RCP-BELL-96"	2	EACH	329.76	659.52
			P-R-018"-PFL-CL-3-B WALL-096"	120	LINEAR FEET	16.21	1,945.20
			STRUCTURE TOTAL				3,887.60
17-JUN-19	10621	2970636	MISC				
			15" RUBBER GASKET PROFILE (21/32"X262CC) 60/carton	41	EACH	.00	.00
			P-R-015"-PFL-CL-3-B WALL-096"	328	LINEAR FEET	12.09	3,965.52
			STRUCTURE TOTAL				3,965.52
17-JUN-19	10621	2970640	MISC				
			15" RUBBER GASKET PROFILE (21/32"X262CC) 60/carton	11	EACH	.00	.00
			24" RUBBER GASKET PROFILE (3/4	11	EACH	.00	.00

Term: NET 30 DAYS

Total Qty

FEIN#	Customer Service#	Take Discount of	IF PAID ON OR BEFORE
54-0179210	469-458-7973 credit@forterrabp.com		MO DAY

INVOICE

FORTERRA

WWW.FORTERRABP.COM

Ship To:
(FL) VILLAMAR PH 2
CUNNINGHAM RD
WINTER HAVEN FL 33884

Bill To:
VILLAMAR CDD c/o THE KEARNEY CORP
9625 Wes Kearney Way
Riverview FL 33578
United States of America

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

Invoice Date	Page Number
24-JUN-19	2 of 6
Invoice Number	
11678278	
Sales Contract	Customer Number
10982332	10034950
Customer Order	
2	

Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
			"X505CC) 35/carton				
			P-R-015"-PFL-CL-3-B WALL-096"	88	LINEAR FEET	12.09	1,063.92
			P-R-024"-PFL-CL-3-B WALL-096"	88	LINEAR FEET	25.40	2,235.20
			STRUCTURE TOTAL				3,299.12
18-JUN-19	10621	2971093	MISC				
			15" RUBBER GASKET PROFILE (21/32"X262CC) 60/carton	11	EACH	.00	.00
			24" RUBBER GASKET PROFILE (3/4 "X505CC) 35/carton	1	EACH	.00	.00
			36" RUBBER GASKET PROFILE (118 1/8) 20/carton	4	EACH	.00	.00
			ME-24"-PFL-4:1-RCP-BELL-96"	1	EACH	329.76	329.76
			P-R-015"-PFL-CL-3-B WALL-096"	88	LINEAR FEET	12.09	1,063.92
			P-R-036"-PFL-CL-3-B WALL-096"	16	LINEAR FEET	49.68	794.88
			STRUCTURE TOTAL				2,188.56
18-JUN-19	10621	2971093	PC 1 OF 2				
			ME-36"-PFL-4:1-RCP-BELL-96"	1	EACH	1,133.44	1,133.44
			STRUCTURE TOTAL				1,133.44
18-JUN-19	10621	2971093	PC 2 OF 2				
			ME-36"-PFL-4:1-RCP-BELL-96"---2	1	EACH	.00	.00

Term: NET 30 DAYS

Total Qty

FEIN#	Customer Service#	Take Discount of	IF PAID ON OR BEFORE
54-0179210	469-458-7973 credit@forterrabp.com		NO DAY

INVOICE

FORTERRA

WWW.FORTERRABP.COM

Ship To:
(FL) VILLAMAR PH 2
CUNNINGHAM RD
WINTER HAVEN FL 33884

Bill To:
VILLAMAR CDD c/o THE KEARNEY CORP
9625 Wes Kearney Way
Riverview FL 33578
United States of America

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

Invoice Date	Page Number
24-JUN-19	3 of 6
Invoice Number	
11678278	
Sales Contract	Customer Number
10982332	10034950
Customer Order	
2	

Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
			STRUCTURE TOTAL				.00
18-JUN-19	10621	2971094	MISC				
			15" RUBBER GASKET PROFILE (21/ 32"X262CC) 60/carton	41	EACH	.00	.00
			P-R-015"-PFL-CL-3-B WALL-096"	328	LINEAR FEET	12.09	3,965.52
			STRUCTURE TOTAL				3,965.52
18-JUN-19	10621	2971095	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
18-JUN-19	10621	2971096	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
19-JUN-19	10621	2971688	MISC				
			30" RUBBER GASKET PROFILE (98 1/2) 30/carton	9	EACH	.00	.00
			36" RUBBER GASKET PROFILE (118 1/8) 20/carton	3	EACH	.00	.00

Term: NET 30 DAYS

Total Qty

FEIN#	Customer Service#	Take Discount of	IF PAID ON OR BEFORE
54-0179210	469-458-7973 credit@forterrabp.com		MO DAY

INVOICE

FORTERRA

WWW.FORTERRABP.COM

Ship To:
(FL) VILLAMAR PH 2
CUNNINGHAM RD
WINTER HAVEN FL 33884

Bill To:
VILLAMAR CDD c/o THE KEARNEY CORP
9625 Wes Kearney Way
Riverview FL 33578
United States of America

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

Invoice Date	Page Number
24-JUN-19	4 of 6
Invoice Number	
11678278	
Sales Contract	Customer Number
10982332	10034950
Customer Order	
2	

Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
			P-R-030"-PFL-CL-3-B WALL-096"	72	LINEAR FEET	35.30	2,541.60
			P-R-036"-PFL-CL-3-B WALL-096"	24	LINEAR FEET	49.68	1,192.32
			STRUCTURE TOTAL				3,733.92
19-JUN-19	10621	2971687	MISC				
			36" RUBBER GASKET PROFILE (118 1/8) 20/carton	11	EACH	.00	.00
			P-R-036"-PFL-CL-3-B WALL-096"	88	LINEAR FEET	49.68	4,371.84
			STRUCTURE TOTAL				4,371.84
19-JUN-19	10621	2971688	MISC				
			36" RUBBER GASKET PROFILE (118 1/8) 20/carton	11	EACH	.00	.00
			P-R-036"-PFL-CL-3-B WALL-096"	88	LINEAR FEET	49.68	4,371.84
			STRUCTURE TOTAL				4,371.84
19-JUN-19	10621	2971689	MISC				
			36" RUBBER GASKET PROFILE (118 1/8) 20/carton	11	EACH	.00	.00
			P-R-036"-PFL-CL-3-B WALL-096"	88	LINEAR FEET	49.68	4,371.84
			STRUCTURE TOTAL				4,371.84
19-JUN-19	10621	2971690	MISC				
			24" RUBBER GASKET PROFILE (3/4	19	EACH	.00	.00

Term: NET 30 DAYS

Total Qty

FEIN#	Customer Service#	Take Discount of	IF PAID ON OR BEFORE
54-0179210	469-458-7973 credit@forterrabp.com		NO DAY

INVOICE

FORTERRA

WWW.FORTERRABP.COM

Ship To:
(FL) VILLAMAR PH 2
CUNNINGHAM RD
WINTER HAVEN FL 33884

Bill To:
VILLAMAR CDD c/o THE KEARNEY CORP
9625 Wes Kearney Way
Riverview FL 33578
United States of America

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

Invoice Date	Page Number
24-JUN-19	5 of 6
Invoice Number	
11678278	
Sales Contract	Customer Number
10982332	10034950
Customer Order	
2	

Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
			"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
19-JUN-19	10621	2971691	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
20-JUN-19	10621	2972252	MISC				
			15" RUBBER GASKET PROFILE (21/32"X262CC) 60/carton	10	EACH	.00	.00
			30" RUBBER GASKET PROFILE (98 1/2) 30/carton	10	EACH	.00	.00
			P-R-015"-PFL-CL-3-B WALL-096"	80	LINEAR FEET	12.09	967.20
			P-R-030"-PFL-CL-3-B WALL-096"	80	LINEAR FEET	35.30	2,824.00
			STRUCTURE TOTAL				3,791.20
20-JUN-19	10621	2972253	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

Term: NET 30 DAYS

Total Qty

FEIN#	Customer Service#	Take Discount of	IF PAID ON OR BEFORE
54-0179210	469-458-7973 credit@forterrabp.com		MO DAY

INVOICE

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Invoice Date	Page Number
24-JUN-19	6 of 6
Invoice Number	
11578278	
Sales Contract	Customer Number
10982332	10034950
Customer Order	
2	

Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
			STRUCTURE TOTAL				4,236.00
20-JUN-19	10621	2972254	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
21-JUN-19	10621	2972506	MISC				
			24" RUBBER GASKET PROFILE (3/4 "X505CC) 35/carton	16	EACH	.00	.00
			P-R-024"-PFL-CL-3-B WALL-096"	128	LINEAR FEET	25.40	3,251.20
			STRUCTURE TOTAL				3,251.20
			MATERIAL SUB-TOTAL				65,637.20

Terms: NET 30 DAYS

Total Qty 2866

Sales Tax: .00

FEIN#	Customer Service#	Take Discount of	IF PAID ON OR BEFORE MO	DAY	AMOUNT DUE
54-0179210	469-458-7973 credit@forterrabp.com	.00	07	24	65,637.20

FORMS OF REQUISITIONS

VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2019
(Acquisition and Construction)

The undersigned, a Responsible Officer of the VillaMar Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of June 1, 2019 as supplemented by that certain First Supplemental Trust Indenture dated as of June 1, 2019 (collectively, the "Series 2019 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2019 Indenture):

(A) Requisition Number: 21

(B) Identify Acquisition Agreement, if applicable;

(C) Name of Payee pursuant to Acquisition Agreement: Florida Soil Cement Co., LLC

(D) Amount Payable: $3,202.98

(E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice: 19064 Phase 2 Construction Materials per Change Order 1

(F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2019 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,

2. each disbursement set forth above is a proper charge against the Series 2019 Acquisition and Construction Account; and

3. each disbursement set forth above was incurred in connection with the Cost of the Series 2019 Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

VILLAMAR COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date: 8/6/19

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition: (a) the portion of the Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

D. Wood
Consulting Engineer

Date: 7-30-19

REQ 21
FL SOIL CEMENT CO

THE KEARNEY COMPANIES, LLC.
9625 Wes Kearney Way, Riverview FL 33578
Office (813) 421-6601
Fax (813) 421-6701

Underground Utilities *Site Development*

PROJECT: VILLAMAR PHASE 2
CHANGE ORDER NO. 1
THE KEARNEY COMPANIES PROJECT NO. 0060-01

Date: 30-Jun-19

Conditions: The changes described herein shall be governed by the terms and conditions of the Contract, and shall not in any way alter the terms of the Contract, but shall hereafter be a part of the Contract.

INV. NO.	DESCRIPTION	Invoice Amount	Sales Tax	TOTAL COST
1754054	FERGUSON 6/12/2019	$ 4,542.48		
1754054-1	FERGUSON 6/12/2019	$ 40.00		
1754066	FERGUSON 6/12/2019	$ 12,186.26		
1754084	FERGUSON 6/12/2019	$ 6,822.00		
1754083	FERGUSON 6/19/2019	$ 69,078.47		
1754119	FERGUSON 6/18/2019	$ 40,678.40		
1754266	FERGUSON 6/13/2019	$ 394.00		
1754731	FERGUSON 6/14/2019	$ 300.00		
1755164	FERGUSON 6/19/2019	$ 2,112.00		
1755806	FERGUSON 6/19/2019	$ 450.96		
1755956	FERGUSON 6/20/2019	$ 847.20		
		$ 137,451.77	$ 6,872.59	$ 144,324.36
124218	ATLANTIC TNG 6/12/2019	$ 5,488.00		
124219	ATLANTIC TNG 6/12/2019	$ 4,852.00		
124236	ATLANTIC TNG 6/13/2019	$ 4,360.00		
124261	ATLANTIC TNG 6/14/2019	$ 4,848.00		
124313	ATLANTIC TNG 6/18/2019	$ 4,111.00		
124337	ATLANTIC TNG 6/19/2019	$ 7,521.00		
134361	ATLANTIC TNG 6/20/2019	$ 3,462.00		
124387	ATLANTIC TNG 6/21/2019	$ 4,533.00		
		$ 39,175.00	$ 1,958.75	$ 41,133.75
19064	FLORIDA SOIL CEMENT CO. 6/17/2019	$ 3,202.98		
		$ 3,202.98	$ 160.15	$ 3,363.13
11678278	FORTERRA 6/24/2019	$ 65,637.20		
		$ 65,637.20	$ 3,281.86	$ 68,919.06
TOTAL				$ (257,740.30)

The Kearney Companies LLC hereby requests an extension of 0 day(s) to the original contract deadline for this work.

REASON FOR CHANGE: DIRECT PURCHASE OF MATERIALS BY CDD

ACCEPTABLE TO:

The Kearney Companies, LLC.

DATE: 30-Jun-19

N — Wood
Engineer

DATE: 7-25-19

Gall Blym
Owner

DATE: 7-30-19

FLORIDA SOIL CEMENT CO., LLC

INVOICE NUMBER: 19064

9625 Wes Kearney Way
Riverview, FL 33578
Phone: 813-917-8402

SOLD TO: VillaMar CDD
C/- The Kearney Companies
9625 Wes Kearney Way
Riverview, FL 33578-0506

ATTENTION: kcampbell@thekearneycompanies.com

PHONE: 813-421-6601

PROJECT: VillaMar Phase 2

VENDOR: Vulcan Materials

MATERIAL SOURCE: Maritime/Alanza

FSCC PO NUMBER: 0060-01-08

CLERICAL ERRORS ARE SUBJECT TO CORRECTION. DO NOT MAKE DEDUCTIONS FROM THIS INVOICE UNLESS AUTHORIZED.

FSCC JOB NO.	CUST. NO.	CONTRACT NO.	INVOICE DATE	
19501			6/17/2019	AGP/KC

Item #	Date	Material	Qty	Unit	Cost/Unit	Amount
1	Monday June 10, 2019	#57 Limerock	139.26	TN	$23.00	$3,202.98
		Sub Totals:	139.26			$3,202.98

Sales Tax Exemption Certificate On File

APPROVED
By Alan Payne at 10:13 am, Jun 18, 2019

TOTAL AMOUNT DUE: $3,202.98

INVOICE DUE ON OR BEFORE: 07/01/19

PLEASE REMIT TO:
FLORIDA SOIL CEMENT CO., LLC
9625 Wes Kearney Way
Riverview FL 33578

PLEASE PAY FROM THIS INVOICE - NO STATEMENT WILL BE RENDERED

INVOICES ARE DUE UPON RECEIPT. UNPAID AMOUNTS WILL BEAR INTEREST AT 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18%. PURCHASER AGREES TO PAY ALL COSTS AND FEES FOR COLLECTION ON ACCOUNTS REMAINING AND UNPAID IN EXCESS OF 30 DAYS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND ATTORNEY'S FEES ON APPEAL.

FORMS OF REQUISITIONS

VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2019
(Acquisition and Construction)

The undersigned, a Responsible Officer of the VillaMar Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of June 1, 2019 as supplemented by that certain First Supplemental Trust Indenture dated as of June 1, 2019 (collectively, the "Series 2019 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2019 Indenture):

(A) Requisition Number: 22

(B) Identify Acquisition Agreement, if applicable;

(C) Name of Payee pursuant to Acquisition Agreement: QGS Development, Inc.

(D) Amount Payable: $210,118.45

(E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Pay Application 2 – Phase 1 Construction

(F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2019 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,

2. each disbursement set forth above is a proper charge against the Series 2019 Acquisition and Construction Account; and

3. each disbursement set forth above was incurred in connection with the Cost of the Series 2019 Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

VILLAMAR COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date: 8/6/19

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition: (a) the portion of the Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

_____
Consulting Engineer

Date: 7-30-19

REQ 22
FL SOIL CEMENT CO

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER: VillaMar CDD c/o GMSCFL, LLC 23191 135 W. Central Blvd., Suite 32 Orlando, FL 32801	PROJECT: VillaMar Ph 1 Cunningham Rd., W. of Old Bartow Rd. Winter Haven, FL	APPLICATION NO: 197191000002 PERIOD TO: 6/25/2019 (6/1 - 6/30/19) CONTRACT FOR: CONTRACT DATE:	Distribution to: OWNER ☐ ARCHITECT ☐
FROM CONTRACTOR: QGS Development, Inc. 1450 S. Park Road Plant City, FL 33566	VIA ARCHITECT:	PROJECT NOS: 197191 / /	CONTRACTOR ☐ FIELD ☐ OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	$ 3,669,945.80
2. NET CHANGE BY CHANGE ORDERS	$ -756,185.46
3. CONTRACT SUM TO DATE *(Line 1 ± 2)*	$ 2,933,760.34
4. TOTAL COMPLETED & STORED TO DATE *(Column G on G703)*	$ 355,972.48
5. RETAINAGE	
a. 10 % of Completed Work *(Columns D + E on G703)*	$ 35,597.25
b. ____ % of Stored Material *(Column F on G703)*	$
Total Retainage *(Lines 5a + 5b, or Total in Column I of G703)*	$ 35,597.25
6. TOTAL EARNED LESS RETAINAGE *(Line 4 minus Line 5 Total)*	$ 320,375.23
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT *(Line 6 from prior Certificate)*	$ 110,256.78
8. CURRENT PAYMENT DUE	$ 210,118.45
9. BALANCE TO FINISH, INCLUDING RETAINAGE *(Line 3 minus Line 6)*	$ 2,613,385.11

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$	$
Total approved this month	$	$ -756,185.46
TOTAL	$	$ -756,185.46
NET CHANGES by Change Order	$	-756,185.46

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: QGS Development, Inc.
By: [signature] Date: 6/25/19
State of: Florida
County of: Hillsborough
Subscribed and sworn to before me this 25th day of June, 2019
Notary Public: [signature]
My commission expires: November 21, 2019

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ 210,118.45
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

~~ARCHITECT~~: Engineer
By: [signature] Date: 7-25-19

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE: 197191000002
PERIOD TO: 6/25/2019
ARCHITECT'S PROJECT NO: 6/25/2019

A	B	C	D	E	F	G		197191	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (If variable rate)
001-00	Contract Per Attached	3,689,945.80	122,507.53	233,464.95		355,972.48	9.65	3,333,973.32	35,597.25
C20-00	Material Per Attached	-713,382.51						-713,382.51	
C21-00	Sales Tax Per Attached	-42,802.95						-42,802.95	
	GRAND TOTAL	2,933,760.34	122,507.53	233,464.95		355,972.48	12.13	2,577,787.86	35,597.25

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

1092104CD#4

VILLAMAR PHASE 1
INFRASTRUCTURE IMPROVEMENTS
PROJECT
CONSTRUCTION DRAW
AFFIDAVIT

For and in consideration of Payment for $210,118.45 for Pay App 2 and $110,256.78 for Pay App 1, we formally submit the following:

I further certify that all claims outstanding against the undersigned Contractor for labor, materials, and expendable equipment employed in the performance of said Contract have been paid in accordance with the requirements of said Contract.

QGS Development, Inc. - Jacqui Gardner, Executive Director of Contract Billing & Accounts Receivable

The foregoing instrument was acknowledged before me this 25th day of June, 2019, by Jacqui Gardner, who is personally known to me or who has produced N/A as identification and who did not take an oath.

PATRICIA PRICE
MY COMMISSION EXPIRES
November 21, 2019
NOTARY PUBLIC STATE OF FLORIDA

Notary Public, State of Florida

WAIVER AND RELEASE OF LIEN
UPON PROGRESS PAYMENT

The undersigned lienor, upon receipt of the sum of $210,118.45 for Pay App 2 and $110,256.78 for Pay App 1, will hereby waive and release its lien and right to claim a lien for labor, services, or materials furnished through 6/30/19 to VillaMar Community Development District on the job of:

VillaMar Phase 1
Infrastructure Improvements
Cunningham Rd., West of Old Bartow Rd.
Winter Haven, FL
(Polk County)
(QGS Job #19-7191)

This waiver and release does not cover retention, or labor, services, or materials after the date specified.

Dated on June 25, 2019
Lienor Name: QGS Development, Inc.
Address: 1450 S. Park Road
Plant City, FL 33566

By: _____

Printed Name: Jacqui Gardner

Executive Director of Contract Billing & Accounts Receivable

State of FLORIDA
County of HILLSBOROUGH

Sworn to and subscribed before me this 25th day of June, 2019, by Jacqui Gardner, who is personally known to me.

PATRICIA PRICE
MY COMMISSION EXPIRES
November 21, 2019
#FF 932011
NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Public, State of Florida

VILLAMAR PHASE 1 INFRASTRUCTURE IMPROVEMENTS

Schedule of Values

LUMP SUM CONTRACT

Pay Appl ication #2 Pa Period 6/1/19 Thru 6/30/19 QGS Job #19-7191

ITEM	QUANTITY	CONTRACT UNIT	UNIT PRICE	CONTRACT TOTAL
General Conditions	1	LS	$255,446.74	$255,446.74
Earthwork	1	LS	$496,515.86	$496,515.86
Paving	1	LS	$700,528.89	$700,528.89
Drainage	1	LS	$370,527.83	$370,527.83
Sanitary Sewer	1	LS	$504,218.82	$504,218.82
Water & Fire Distribution	1	LS	$490,458.64	$490,458.64
Reclaimed Water	1	LS	$466,179.98	$466,179.98
Cunningham Road	1.00	LS	$406,069.06	$406,069.06
PROJECT TOTAL				$3,689,945.80
Material & Tax	1	LS	-$756,185.46	-$756,185.46
REVISED PROJECT TOTAL				$2,933,760.34

PAST DRAW (UNITS)	PAST DRAW $$$	THIS DRAW (UNITS)	Total This Draw($$$) /includes Stored	TOTAL TO DATE	% COMP	COMMENTS
30.61%	$78,203.15	17.05%	$43,543.14	$121,746.29	47.66%	
8.92%	$44,304.38	29.15%	$144,732.63	$189,037.01	38.07%	
0.00%	$0.00	0.00%	$0.00	$0.00	0.00%	
0.00%	$0.00	0.00%	$0.00	$0.00	0.00%	
0.00%	$0.00	7.65%	$38,592.06	$38,592.06	7.65%	
0.00%	$0.00	1.35%	$6,597.13	$6,597.13	1.35%	
0.00%	$0.00	0.00%	$0.00	$0.00	0.00%	
0.00%	$0.00	0.00%	$0.00	$0.00	0.00%	
	$122,507.53		$233,464.95	$355,972.49	9.65%	
0.00%	$0.00		$0.00	$0.00	0.00%	
	$122,507.53		$233,464.95	$355,972.49	12.13%	

VILLAMAR PHASE 1 INFRASTRUCTURE IMPROVEMENTS

Schedule of Values

LUMP SUM CONTRACT

Pay Application #2 Pay Period 6/1/19 Thru 6/30/19 QGS Job #19-7191

	ITEM	QUANTITY	CONTRACT UNIT	UNIT PRICE	CONTRACT TOTAL	STORED MATERIALS$'S
GENERAL CONDITIONS:						
100	NPDES Compliance	1	LS	$4,954.39	$4,954.39	
101	MOBILIZATION General Conditions	1	LS	$57,984.18	$57,984.12	
102	PAYMENT & PERFORMANCE BOND	1	LS	$21,500.00	$21,500.00	
103	2nd Year Extended Warranty Bond	1	LS	$18,000.00	$18,000.00	
103	2nd Year Extended Warranty By QGS	1	LS	$10,000.00	$10,000.00	
104	Maintenance Of Traffic	1	LS	$4,127.09	$4,127.09	
105	CONSTRUCTION ENTRANCE	1	EACH	$5,468.44	$5,468.44	
106	SILT FENCE	10,405.00	LF	$2.12	$22,058.60	
107	CONSTRUCTION LAYOUT	1	LS	$56,524.92	$56,524.92	
108	CONSTRUCTION AS-BUILTS	1	LS	$30,436.50	$30,436.50	
109	GEOTECH (CMT)	1	LS	$24,392.68	$24,392.68	
	TOTAL GENERAL CONDITIONS				$255,448.74	

PAST DRAW (UNITS)	PAST DRAW $$$	THIS DRAW (UNITS)	Total This Draw ($$$) / Includes Stored	TOTAL TO DATE	% COMP	COMMENTS
0.00	$0.00	0.20	$990.88	$990.88	20.00%	
0.50	$28,992.06	0.50	$28,992.06	$57,984.12	100.00%	
1.00	$21,500.00		$0.00	$21,500.00	100.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00	1.00	$5,468.44	$5,468.44	100.00%	
19405.00	$22,058.60		$0.00	$22,058.60	100.00%	
0.10	$5,652.49	0.10	$5,652.49	$11,304.98	20.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00	0.10	$2,439.27	$2,439.27	10.00%	
	$78,203.15		$43,543.14	$121,746.29	47.66%	

VILLAMAR PHASE 1 INFRASTRUCTURE IMPROVEMENTS

Schedule of Values

LUMP SUM CONTRACT

Pay Application #2 **Pay Period 6/1/19 Thru 6/30/19** **QGS Job #19-7191**

	ITEM	QUANTITY	CONTRACT UNIT	UNIT PRICE	CONTRACT TOTAL	STORED MATERIALS $'S
EARTHWORK:						
200	CLEAR & GRUB	1	LS	$11,514.73	$11,514.73	
201	Demolition Of Existing Water Main After Tie In To New	1	LS	$0.00	$0.00	
202	DISC SITE	50.5	LS	$649.30	$32,789.65	
203	EXCAVATION & GRADING	1	LS	$289,485.25	$289,485.25	
205	SOD (BAHIA - 2' B.O.C.)	2975	SY	$2.29	$6,812.75	
206	SOD (MISC)	13330	SY	$2.29	$30,525.70	
207	SEED & MULCH (POND BOTTOMS)	18307	SY	$0.39	$7,139.73	
208	SOD (BAHIA - POND SLOPES & SWALES)	10049	SY	$2.29	$23,998.47	
209	SEED & MULCH (LOTS) (ROW)	162874	SY	$0.39	$63,520.86	
210	FINAL GRADING	1	LS	$31,748.72	$31,748.72	
	TOTAL EARTHWORK				$496,515.86	

PAST DRAW (UNITS)	PAST DRAW $$$	THIS DRAW (UNITS)	Total This Draw ($$$) / Includes Stored	TOTAL TO DATE	% COMP	COMMENTS
1	$11,514.73		$0.00	$11,514.73	100.00%	
#DIV/0!	$0.00		$0.00	$0.00	#DIV/0!	
50.5	$32,789.65		$0.00	$32,789.65	100.00%	
0	$0.00	0.50	$144,732.63	$144,732.63	50.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
	$44,304.38		$144,732.63	$189,037.01	38.07%	

VILLAMAR PHASE 1 INFRASTRUCTURE IMPROVEMENTS

Schedule of Values

LUMP SUM CONTRACT

Pay Application #2 **Pay Period 6/1/19 Thru 6/30/19** **QGS Job #19-7191**

	ITEM	QUANTITY	CONTRACT UNIT	UNIT PRICE	CONTRACT TOTAL	STORED MATERIALS $'S
PAVING:						
300	1.5" TYPE S-1 ASPHALT	16800	SY	$9.78	$164,304.00	
301	6" LIMEROCK BASE (LBR 100)	16800	SY	$10.43	$175,224.00	
302	12" STABILIZED SUBGRADE (FBV 75)	16800	SY	$4.94	$82,992.00	
303	5' Concrete Sidewalk At 4" Thick	2304	LF	$25.20	$58,060.80	
304	5' Concrete Sidewalk At 6" Thick Around Ponds	[illegible]	LF	$34.54	$11,743.60	
305	ADA CURB RAMP	16	EACH	$1,372.38	$21,958.08	
306	TYPE F CURB	269	LF	$13.42	$3,609.98	
307	Concrete Curb Valley 24"	330	LF	[illegible]	$6,791.40	
308	MIAMI CURB	13235	LF	$11.74	$155,378.90	
309	SIGNAGE AND STRIPING	1	LS	$20,466.13	$20,466.13	
	TOTAL PAVING				$700,528.89	

PAST DRAW (UNITS)	PAST DRAW $$$	THIS DRAW (UNITS)	Total This Draw ($$$) / Includes Stored	TOTAL TO DATE	% COMP	COMMENTS
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
	$0.00		$0.00	$0.00	0.00%	

VILLAMAR PHASE 1 INFRASTRUCTURE IMPROVEMENTS

Schedule of Values

LUMP SUM CONTRACT

Pay Application #2 **Pay Period 6/1/19 Thru 6/30/19** **QGS Job #19-7191**

	ITEM	QUANTITY	CONTRACT UNIT	UNIT PRICE	CONTRACT TOTAL	STORED MATERIALS $'S
DRAINAGE:						
400	15" HDPE STORM	118	LF	$28.63	$3,368.54	
401	18" HDPE STORM	1620	LF	$31.33	$50,754.60	
402	18" RCP STORM	1862	LF	$37.97	$70,700.14	
403	24" HDPE STORM	760	LF	$40.60	$30,856.00	
404	24" RCP STORM	198	LF	$52.06	$10,307.88	
405	TYPE P-6 CURB INLET	1	EACH	$3,245.68	$3,245.68	
406	TYPE V CURB INLET	31	EACH	$3,582.16	$111,046.96	
407	TYPE P STORM MANHOLE	2	EACH	$3,243.17	$6,486.34	
408	TYPE C INLET	16	EACH	$2,348.57	$37,577.12	
409	Type B Inlet	3	EACH	$2,916.63	$8,749.89	
410	CONTROL STRUCTURE	2	EACH	$4,954.52	$9,909.04	
411	Weir Control Structure- Cast in Place - (OFS-B)	1	EACH	$10,697.11	$10,697.11	
412	15" HDPE MES	2	EACH	$2,208.78	$4,417.56	
413	18" HDPE MES	2	EACH	$2,266.93	$4,533.86	
414	24" HDPE MES	1	EACH	$2,489.63	$2,489.63	
415	MITER END (5' X 10' CONCRETE RUBBLE)	7	EACH	$439.92	$3,037.44	
416	Connect To Existing Storm MH	1	EACH	$2,352.04	$2,352.04	
	TOTAL DRAINAGE				$370,527.83	

Material Contract Value

$370,527.83

PAST DRAW (UNITS)	PAST DRAW $$$	THIS DRAW (UNITS)	Total This Draw ($$$) / Includes Stored	TOTAL TO DATE	% COMP	COMMENTS
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
	$0.00		$0.00	$0.00	0.00%	

Material Work Completed To Date

$0.00

VILLAMAR PHASE 1 INFRASTRUCTURE IMPROVEMENTS

Schedule of Values

LUMP SUM CONTRACT

Pay Application #2 **Pay Period 6/1/19 Thru 6/30/19** **QGS Job #19-7191**

	ITEM	QUANTITY	CONTRACT UNIT	UNIT PRICE	CONTRACT TOTAL	STORED MATERIALS $'S
SANITARY SEWER:						
500	8" PVC SDR-26 0-6'	1563	LF	$25.53	$39,903.39	
501	8" PVC SDR-26 6-8'	2740	LF	$26.25	$71,925.00	
502	8" PVC SDR-26 8-10'	2670	LF	$27.06	$72,250.20	
503	8" PVC SDR-26 10-12'	221	LF	$39.80	$8,795.80	
504	SS PVC (C-900) 08" 12-14' Pipe For Wet Well Connection	24	LF	$174.44	$4,186.56	
505	PAVEMENT OPEN CUT AND REPAIR FOR SEWER CONNECT TO EXISTING MANHOLE	1	LS	$19,506.24	$19,506.24	
506	SANITARY MANHOLE (0-6') (10,13,21,22,23,24,27,28,30)	9	EACH	$2,942.16	$26,479.44	
507	SANITARY MANHOLE (6-8')	10	EACH	$3,386.68	$33,866.80	
508	SANITARY MANHOLE (8-10')	10	EACH	$3,935.42	$39,354.20	
509	SANITARY MANHOLE (10-12')	1	EACH	$4,460.00	$4,460.00	
510	SINGLE SERVICE CONNECTION	37	EACH	$550.50	$20,368.50	
511	DOUBLE SERVICE CONNECTION	85	EACH	$835.68	$71,032.80	
512	TV & AIR TESTING - GRAVITY	1	LS	$10,881.12	$10,881.12	
513	LIFT STATION MODIFICATION AND EXTRA PUMP	1	LS	$81,228.77	$81,228.77	
	TOTAL SANITARY SEWER				$504,218.82	

Material Contract Value

$504,218.82

PAST DRAW (UNITS)	PAST DRAW $$$	THIS DRAW (UNITS)	Total This Draw ($$$) / Includes Stored	TOTAL TO DATE	% COMP	COMMENTS
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00	500.00	$13,530.00	$13,530.00	16.73%	
0	$0.00	221.00	$8,795.80	$8,795.80	100.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00	3.00	$11,806.26	$11,806.26	30.00%	
0	$0.00	1.00	$4,480.00	$4,480.00	100.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
	$0.00		$38,592.06	$38,592.06	7.65%	

Material Work Completed To Date

$38,592.06

VILLAMAR PHASE 1 INFRASTRUCTURE IMPROVEMENTS

Schedule of Values

LUMP SUM CONTRACT

Pay Application #2 **Pay Period 6/1/19 Thru 6/30/19** **QGS Job #19-7191**

	ITEM	QUANTITY	CONTRACT UNIT	UNIT PRICE	CONTRACT TOTAL	STORED MATERIALS $'S
WATER & FIRE DISTRIBUTION:						
600	CONNECT TO EXISTING MAINS	2	EACH	$12,060.25	$24,120.50	
601	Temporary Contruction Meter Jumper	2	EACH	$6,597.13	$13,194.26	
602	PW PVC (DR-18) 04"	1865	LF	$10.17	$1,861.45	
603	8" PVC WATER MAIN (DR-18)	8196	LF	$15.10	$123,750.00	
604	8" GATE VALVE ASSEMBLY	29	EACH	$1,565.13	$45,098.77	
605	PW Conflict 08"	14	EACH	$2,008.97	$28,125.58	
606	8" MJ BEND	19	EACH	$440.85	$8,376.15	
607	8" MJ TEE	10	EACH	$726.64	$7,266.40	
608	8" x 6" MJ Reducer	1	EACH	$401.82	$401.82	
609	8" X 4" MJ REDUCER	1	EACH	$211.42	$211.42	
610	6" X 6" TEE	4	EACH	$582.16	$2,328.64	
611	FIRE HYDRANT ASSEMBLY	10	EACH	$4,328.25	$43,282.50	
612	SINGLE SERVICE-SHORT	25	EACH	$802.09	$20,052.25	
613	SINGLE SERVICE -LONG	23	EACH	$857.13	$19,543.99	
614	DOUBLE SERVICE -SHORT	47	EACH	$961.02	$45,167.94	
615	DOUBLE SERVICE -LONG	33	EACH	$1,026.06	$33,859.98	
616	PW FLUSH VALVE ASSEMBLY	2	EACH	$1,400.76	$2,801.52	
617	4" BLOW OFF ASSEMBLY	2	EACH	$1,790.38	$3,580.76	
618	Chlorine Injection Points	11	EACH	$188.58	$2,074.16	
619	SAMPLE POINTS	21	EACH	$779.07	$16,360.47	
620	POLY-PIG WATER MAINS	1	LS	$6,363.28	$6,363.28	
621	TESTING AND BACTERIOLOGICALS	1	LS	$26,847.20	$26,847.20	
622	Demolition Of Existing 8" Water Line	1425	LF	$4.92	$7,011.00	
623	Tariff Increase On Water Main Materials	1	LS	$8,349.00	$8,349.00	
	TOTAL WATER & FIRE DISTRIBUTION				**$490,458.64**	

VILLAMAR PHASE 1 INFRASTRUCTURE IMPROVEMENTS

Schedule of Values

LUMP SUM CONTRACT

Pay Application #2 Pay Period 6/1/19 Thru 6/30/19 QGS Job #19-7191

ITEM	QUANTITY	CONTRACT UNIT	UNIT PRICE	CONTRACT TOTAL	STORED MATERIALS $'S
				Material Contract Value	
				$400,458.84	

PAST DRAW (UNITS)	PAST DRAW $$$	THIS DRAW (UNITS)	Total This Draw ($$$) / Includes Stored	TOTAL TO DATE	% COMP	COMMENTS
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00	1.00	$6,597.13	$6,597.13	50.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
	$0.00		$6,597.13	$6,597.13	1.35%	

PAST DRAW (UNITS)	PAST DRAW $$$	THIS DRAW (UNITS)	Total This Draw ($$$) /Includes Stored	TOTAL TO DATE	% COMP	COMMENTS
				Material Work Completed To Date		
				$6,597.13		

VILLAMAR PHASE 1 INFRASTRUCTURE IMPROVEMENTS

Schedule of Values

LUMP SUM CONTRACT

Pay Application #2 **Pay Period 6/1/19 Thru 6/30/19** **QGS Job #19-7191**

	ITEM	QUANTITY	CONTRACT UNIT	UNIT PRICE	CONTRACT TOTAL	STORED MATERIALS $'S
RECLAIMED WATER:						
700	CONNECT TO DOMESTIC WATER LINE (8" X 6" Cut Tee Tie in)	1	EACH	$1,627.58	$1,627.58	
701	RU PVC (DR-25) - Reuse 20"	1535	LF	$76.27	$117,074.45	
702	RU Gate Valves 20"	2	EACH	$14,002.00	$28,004.00	
703	RU Fittings Bends 20"	1	LS	$39,575.23	$39,575.23	
704	8" DDC VALVE FOR RECLAIM	1	EACH	$10,441.11	$10,441.11	
705	8" PVC RECLAIM MAIN	6350	LF	$10.65	$67,627.50	
706	6" GATE VALVE ASSEMBLY	23	EACH	$1,191.89	$27,413.47	
707	6" MJ BEND	46	EACH	$600.00	$28,800.00	
708	6" MJ TEE	7	EACH	$417.18	$2,920.26	
709	6" X 4" REDUCER	2	EACH	$292.77	$585.54	
710	4" PVC RECLAIM MAIN	500	LF	$7.67	$3,835.00	
711	RU Gate Valves 04"	2	EACH	$917.89	$1,835.78	
712	4" RU MJ 45 BEND	8	EACH	$453.55	$3,628.40	
713	4" CAP	2	EACH	$317.11	$634.22	
714	6" CAP	3	EACH	$321.96	$965.88	
715	Single Service (Short Side)	15	EACH	$811.63	$12,174.45	
716	Single Service (Long Side)	20	EACH	$876.67	$17,533.40	
717	Double Service (Short Side)	34	EACH	$947.81	$32,225.54	
718	Double Service (Long Side)	52	EACH	$1,012.85	$52,668.20	
719	Testing	1	LS	$7,925.79	$7,925.79	
720	Tariff Increase On Reclaim Material	1	LS	$8,684.16	$8,684.16	
	TOTAL RECLAIMED WATER				**$466,179.96**	

Material Contract Value
$466,179.96

VILLAMAR PHASE 1 INFRASTRUCTURE IMPROVEMENTS

Schedule of Values

LUMP SUM CONTRACT

Pay Application #2 Pay Period 6/1/19 Thru 6/30/19 QGS Job #19-7191

ITEM	QUANTITY	CONTRACT UNIT	UNIT PRICE	CONTRACT TOTAL	STORED MATERIALS $'S

PAST DRAW (UNITS)	PAST DRAW $$$	THIS DRAW (UNITS)	Total This Draw ($$$) / Includes Stored	TOTAL TO DATE	% COMP	COMMENTS
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
	$0.00		$0.00	$0.00	0.00%	
			Material Work Completed To Date			
			$0.00			

PAST DRAW (UNITS)	PAST DRAW $$$	THIS DRAW (UNITS)	Total This Draw ($$$) / Includes Stored	TOTAL TO DATE	% COMP	COMMENTS

VILLAMAR PHASE 1 INFRASTRUCTURE IMPROVEMENTS

Schedule of Values

LUMP SUM CONTRACT

Pay Application #2 **Pay Period 6/1/19 Thru 6/30/19** **QGS Job #19-7191**

	ITEM	QUANTITY	CONTRACT UNIT	UNIT PRICE	CONTRACT TOTAL	STORED MATERIALS $'S
CUNNINGHAM ROAD:						
800	Road Milling , AverageDepth.. 1"	6481	SY	$4.83	$31,303.23	
801	Pave 1" Type SP-9.5 Asphalt - Sub	6960	SY	$7.17	$49,207.20	
802	Pave 1 1/2" SP-12.5 Asphalt - Sub	6960	SY	$10.11	$70,365.60	
803	Road Base Limerock 08"	6960	SY	$13.03	$90,688.80	
804	Subgrade Stabilized 10"	8263	SY	$4.94	$40,819.22	
805	4' Stabilized Shoulder Along Cunningham Road	1310	SY	$8.38	$10,977.80	
806	TYPE F CURB	1894	LF	$13.09	$24,792.46	
807	5' WIDTH/4"CONCRETE SIDEWALK CUNNINGHAM ROAD	4905	LF	$8.78	$43,065.90	
808	Sodding Bahia	12658	SY	$2.29	$28,986.82	
809	ADA CURB RAMP	8	EACH	$1,289.69	$10,317.52	
810	CONCRETE FLUMES WITH CURB	2	EACH	$2,486.63	$4,973.26	
300	SAW CUT & MATCH EXISTING PAVEMENT	1	LS	$571.25	$571.25	
	TOTAL CUNNINGHAM ROAD				$406,069.06	

PAST DRAW (UNITS)	PAST DRAW $$$	THIS DRAW (UNITS)	Total This Draw ($$$) / Includes Stored	TOTAL TO DATE	% COMP	COMMENTS
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
	$0.00		$0.00	$0.00	0.00%	

VILLAMAR PHASE 1 INFRASTRUCTURE IMPROVEMENTS

Schedule of Values

LUMP SUM CONTRACT

Pay Application #2 Pay Period 6/1/19 Thru 6/30/19 QGS Job #19-7191

	ITEM	QUANTITY	CONTRACT UNIT	UNIT PRICE	CONTRACT TOTAL	STORED MATERIALS $'S	PAST DRAW (UNITS)	PAST DRAW $$$	THIS DRAW (UNITS)
MATERIAL:									
1	Fortera (RCP Ph 1)	1	ls	-$35,677.80	-$35,677.80		0.00%	$ -	
2	Ferguson (Storm Drainage, Sanitary Sewer, Watermain, & Roadway	1	ls	-$539,149.91	-$539,149.91		0.00%	$ -	
3	Atlantic TNG (Storm & Sanitary Structures	1	ls	-$138,555.00	$138,555.00		0.00%	$	-
	Material Total				-$713,382.51			$0.00	
TAX:									
1	Sales Tax	1	ls	-$42,802.95	-$42,802.95		0.00%	$ -	0.00%
	Material & Tax Total				-$756,185.46			$0.00	

MATERIAL/CONTRACT VALUE	MATERIAL/WORK COMPLETED TO DATE	% FOR MATERIAL CREDITS
$1,831,385.25	$45,189.19	2.47%

Total This Draw ($$$) / Includes Stored	TOTAL TO DATE	% COMP	COMMENTS	RECAP VENDOR		VALUE FOR MATERIAL CREDITS	FOR MATERIAL CREDITS TO	TOTAL INVOICES TO DATE
$ -	$ -	0.00%		CDD PO 1 - Forterra (RCP Ph 1)		2.47%	$0.00	$0.00
$ -	$ -	0.00%		CDD PO 2 - Ferguson (Storm Drainage, Sanitary Sewer, Waterlines, & Reclaimed)		2.47%	$0.00	$0.00
$ -	$ -	0.00%		CDD PO 3 - Storm & Sanitary Structures		2.47%	$0.00	$0.00
$0.00	$0.00	0.00%	Material Total	Material Total			$0.000	$0.000
$ -	$ -	0.00%	Tax Total	Sales Tax Total		6.00%	$0.00	
$0.00	$0.00	0.00%	Grand Total			Total	$0.000	

Updated 6/25/19

FORMS OF REQUISITIONS

VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2019
(Acquisition and Construction)

The undersigned, a Responsible Officer of the VillaMar Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of June 1, 2019 as supplemented by that certain First Supplemental Trust Indenture dated as of June 1, 2019 (collectively, the "Series 2019 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2019 Indenture):

(A) Requisition Number: 23

(B) Identify Acquisition Agreement, if applicable;

(C) Name of Payee pursuant to Acquisition Agreement: Wildlife Foundation of Florida

(D) Amount Payable: $17,613.00

(E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice: 19102930 – Gopher Tortoise Conservation Disturbed Site

(F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2019 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,

2. each disbursement set forth above is a proper charge against the Series 2019 Acquisition and Construction Account; and

3. each disbursement set forth above was incurred in connection with the Cost of the Series 2019 Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

VILLAMAR COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date: 8/6/19

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition: (a) the portion of the Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

D. Wood
Consulting Engineer

Date: 7-30-19

REQ 23
FL FISH & WILDLIFE

INVOICE

Florida Fish and Wildlife Conservation Commission

Commissioners
Robert A. Spottswood
Chairman
Key West

Michael W. Sole
Vice Chairman
Tequesta

Joshua Kellam
Palm Beach Gardens

Gary Lester
Oxford

Gary Nicklaus
Jupiter

Bo Rivard
Panama City

Sonya Rood
St. Augustine

Office of the
Executive Director
Eric Sutton
Executive Director

Thomas H. Eason, Ph.D.
Assistant Executive Director

Jennifer Fitzwater
Chief of Staff

Division of Habitat and
Species Conservation
Kipp Frohlich
Director

(850) 488-3831
(850) 921-7793 FAX

Managing fish and wildlife resources for their long-term well-being and the benefit of people.

620 South Meridian Street
Tallahassee, Florida
32399-1600
Voice: (850) 488-4676

Hearing/speech impaired:
(800) 955-8771 (T)
(800) 955-8770 (V)

Bill To:
Highland Sumner, LLC.
346 E Central Ave
WINTER HAVEN, FLORIDA 33880
863-324-3602

Date 07/19/2019
Invoice No. 19102930
Application No. 50676
For: Gopher Tortoise Conservation Disturbed Site
Project Name: Villamar Ph II D

Application Number	Date	Description	Quantity	Rate	Amount
50676	07/19/2019	**Gopher Tortoise Conservation Disturbed Site**			
		Padgett Creek/Padgett Creek	9	$326	$2,934.00
		Gopher Tortoise Disturbed Site	0		$0.00
		Estimated Tortoise to be Relocated	9	$1631	$14,679.00
		Requested Tortoise to be Relocated	0		$0.00
50676	07/19/2019	**Subtotal**	**9**		**$17,613.00**
50676	07/19/2019	**Balance**			**$17,613.00**

Please include a copy of this invoice with payment. Do not mail cash.
Make all checks payable to the Wildlife Foundation of Florida.
Remit payment to: Wildlife Foundation of Florida, P.O.Box 11010, Tallahassee, FL 32302
*Eligible refunds equal the final balance less a 3% administrative service charge assessed by the Wildlife Foundation of Florida.
If you have additional questions, please contact the Gopher Tortoise Permit Coordinator at (850) 921-1031.
THANK YOU FOR HELPING TO CONSERVE FLORIDA'S WILDLIFE

FORMS OF REQUISITIONS

VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2019
(Acquisition and Construction)

The undersigned, a Responsible Officer of the VillaMar Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of June 1, 2019 as supplemented by that certain First Supplemental Trust Indenture dated as of June 1, 2019 (collectively, the "Series 2019 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2019 Indenture):

(A) Requisition Number: 24

(B) Identify Acquisition Agreement, if applicable;

(C) Name of Payee pursuant to Acquisition Agreement: Wood & Associates Engineering, LLC

(D) Amount Payable: $1,662.50

(E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice: 329 – Phase 1 engineering contract billing through 07/07/2019

(F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2019 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,

2. each disbursement set forth above is a proper charge against the Series 2019 Acquisition and Construction Account; and

3. each disbursement set forth above was incurred in connection with the Cost of the Series 2019 Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

VILLAMAR COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date: 8/6/19

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition: (a) the portion of the Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

W - Wood
Consulting Engineer

Date: 7-30-19

REQ 24
WOOD & ASSOC.

Invoice

Date	Invoice #
7/16/2019	329

WOOD & ASSOCIATES Engineering LLC

1925 Bartow Road Suite 100
Lakeland, FL 33801

Villamar CDD

Bill To
Lauren Schwenk Cassidy Holdings 346 East Central Avenue Winter Haven, FL 33880

RH
1701

Quantity	Description	Rate	Amount
	Lump Sum Fee = $107,000.00 % Complete = 94.1 Earned To Date = $100,742.50 Prior Invoices = $ 99,080.00 TOTAL DUE THIS INVOICE	1,662.50	1,662.50
	Job / Cost Code _____ GL Number _____ Approved By _____ Posted By _____ email to CDD 7/23/19		
		Total	$1,662.50

Villamar Phase 1 Revised
Billing 4-29-18 thru 7-7-19

FORMS OF REQUISITIONS

VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2019
(Acquisition and Construction)

The undersigned, a Responsible Officer of the VillaMar Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of June 1, 2019 as supplemented by that certain First Supplemental Trust Indenture dated as of June 1, 2019 (collectively, the "Series 2019 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2019 Indenture):

(A) Requisition Number: 25

(B) Identify Acquisition Agreement, if applicable;

(C) Name of Payee pursuant to Acquisition Agreement: QGS Development Inc

(D) Amount Payable: $341,499.20

(E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Pay Application #197191000003 period through 07/31/2019

(F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2019 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,

2. each disbursement set forth above is a proper charge against the Series 2019 Acquisition and Construction Account; and

3. each disbursement set forth above was incurred in connection with the Cost of the Series 2019 Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

VILLAMAR COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date: 8/13/19

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition: (a) the portion of the Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

_____
Consulting Engineer

Date: 8-9-19

Requisition 25
QG.5

AIA Document G702™ – 1992

Application and Certificate for Payment

TO OWNER: 23191
VillaMar CDD
c/o GMSCFL, LLC
135 W. Central Blvd., Suite 32
Orlando, FL 32801

PROJECT: VillaMar Ph 1
Cunningham Rd., W of Old Barlow Rd
Winter Haven, FL

APPLICATION NO: 197191000003
PERIOD TO: 7/31/2019 (7/1 - 7/31/19)
CONTRACT FOR:
CONTRACT DATE:
PROJECT NOS: 197191

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

FROM CONTRACTOR:
QGS Development, Inc.
1450 S. Park Road
Plant City, FL 33566

VIA ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM ..... $ 3,689,945.80
2. NET CHANGE BY CHANGE ORDERS ..... $ -756,185.46
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... $ 2,933,760.34
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... $ 735,416.04
5. RETAINAGE:
   a. 10.0% of Completed Work (Columns D + E on G703) $ 73,541.61
   b. ____% of Stored Material (Column F on G703) $
   Total Retainage (Lines 5a + 5b, or Total in Column I of G703) ..... $ 73,541.61
6. TOTAL EARNED LESS RETAINAGE ..... $ 661,874.43 (Line 4 minus Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... $ 320,375.23 (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE ..... $ 341,499.20
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6) $ 2,271,885.91

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$	$ -756,185.46
Total approved this month	$	$
TOTAL	$	$ -756,185.46
NET CHANGES by Change Order	$	-756,185.46

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: QGS Development, Inc.
By: [signature] Date: 7/31/19
State of: Florida
County of: Hillsborough
Subscribed and sworn to before me this 31st day of July 2019
Notary Public: Kellie Barnes
My commission expires

KELLIE BARNES
MY COMMISSION # GG 282572
EXPIRES: January 11, 2023
Bonded Thru Notary Public Underwriters

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 341,499.20
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Engineer
By: [signature] Date: 8-9-19

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 197191000003
APPLICATION DATE: 7/31/2019
PERIOD TO: 7/31/2019
ARCHITECT'S PROJECT NO: 197191

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C – G)	RETAINAGE (If variable rate)
001-00	Contract Per Attached	3,689,945.80	355,972.48	510,734.57		866,707.05	23.49	2,823,238.75	86,670.71
C20-00	Material Per Attached	-713,382.51		-123,859.44		-123,859.44	17.36	-589,523.07	-12,385.94
C21-00	Sales Tax Per Attached	-42,802.95		-7,431.57		-7,431.57	17.36	-35,371.38	-743.16
	GRAND TOTAL	2,933,760.34	355,972.48	379,443.56		735,416.04	25.07	2,198,344.30	73,541.61

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

VILLAMAR PHASE 1
INFRASTRUCTURE IMPROVEMENTS
PROJECT
CONSTRUCTION DRAW
AFFIDAVIT

For and in consideration of Payment for $341,499.20 for Pay App 3 and $210,118.45 for Pay App 2, we formally submit the following:

I further certify that all claims outstanding against the undersigned Contractor for labor, materials, and expendable equipment employed in the performance of said Contract have been paid in accordance with the requirements of said Contract.

QGS Development, Inc. - Jacqui Gardner, Executive Director of Contract Billing & Accounts Receivable

The foregoing instrument was acknowledged before me this 31st day of July, 2019, by Jacqui Gardner, who is personally known to me or who has produced N/A as identification and who did not take an oath.

Notary Public, State of Florida

KELLIE BARNES
MY COMMISSION # GG 262972
EXPIRES: January 11, 2023
Bonded Thru Notary Public Underwriters

WAIVER AND RELEASE OF LIEN
UPON PROGRESS PAYMENT

The undersigned lienor, upon receipt of the sum of $341,499.20 for Pay App 3 and $210,118.45 for Pay App 2, will hereby waive and release its lien and right to claim a lien for labor, services, or materials furnished through 7/31/19 to VillaMar Community Development District on the job of:

VillaMar Phase 1
Infrastructure Improvements
Cunningham Rd., West of Old Bartow Rd.
Winter Haven, FL
(Polk County)
(QGS Job #19-7191)

This waiver and release does not cover retention, or labor, services, or materials after the date specified.

Dated on July 31, 2019
Lienor Name: QGS Development, Inc.
Address: 1450 S. Park Road
Plant City, FL 33566

By: Jacqui Gardner
Printed Name: Jacqui Gardner
Executive Director of Contract Billing & Accounts Receivable

State of FLORIDA
County of HILLSBOROUGH

Sworn to and subscribed before me this 31st day of July, 2019, by Jacqui Gardner, who is personally known to me.

Kellie Barnes
Notary Public, State of Florida

KELLIE BARNES
MY COMMISSION # GG 262672
EXPIRES: January 11, 2023
Bonded Thru Notary Public Underwriters

VILLAMAR PHASE 1 INFRASTRUCTURE IMPROVEMENTS

Schedule of Values

LUMP SUM CONTRACT

Pay Application #3 **Pay Period 7/1/19 Thru 7/31/19** **QGS Job #19-7191**

ITEM	QUANTITY	CONTRACT UNIT	UNIT PRICE	CONTRACT TOTAL
General Conditions	1	LS	$255,446.74	$255,446.74
Earthwork	1	LS	$496,515.86	$496,515.86
Paving	1	LS	$700,528.89	$700,528.89
Drainage	1	LS	$370,527.83	$370,527.83
Sanitary Sewer	1	LS	$504,218.82	$504,218.82
Water & Fire Distribution	1	LS	$490,458.64	$490,458.64
Reclaimed Water	1	LS	$466,179.96	$466,179.96
Cunningham Road	1.00	LS	$406,069.06	$406,069.06
PROJECT TOTAL				$3,689,945.80
Material & Tax	1	LS	-$756,185.46	-$756,185.46
REVISED PROJECT TOTAL				$2,933,760.34

PAST DRAW (UNITS)	PAST DRAW $$$	THIS DRAW (UNITS)	Total This Draw ($$$) / Includes Stored	TOTAL TO DATE	% COMP	COMMENTS
47.66%	$121,746.29	0.00%	$0.00	$121,746.29	47.66%	
38.07%	$189,037.01	29.15%	$144,732.63	$333,769.63	67.22%	
0.00%	$0.00	0.00%	$0.00	$0.00	0.00%	
0.00%	$0.00	47.19%	$174,852.96	$174,852.96	47.19%	
7.65%	$38,592.06	37.91%	$191,148.98	$229,741.04	45.86%	
1.35%	$6,597.13	0.00%	$0.00	$6,597.13	1.35%	
0.00%	$0.00	0.00%	$0.00	$0.00	0.00%	
0.00%	$0.00	0.00%	$0.00	$0.00	0.00%	
	$355,972.49		$510,734.57	$866,707.05	23.49%	
0.00%	$0.00	17.38%	-$131,291.01	-$131,291.01	17.38%	
	$355,972.49		$379,443.56	$735,416.04	25.07%	

VILLAMAR PHASE 1 INFRASTRUCTURE IMPROVEMENTS

Schedule of Values

LUMP SUM CONTRACT

Pay Application #3 **Pay Period 7/1/19 Thru 7/31/19** **QGS Job #19-7191**

	ITEM	QUANTITY	CONTRACT UNIT	UNIT PRICE	CONTRACT TOTAL	STORED MATERIALS $'s
GENERAL CONDITIONS:						
100	NPDES Compliance	1	LS	$4,954.39	$4,954.39	
101	MOBILIZATION/General Conditions	1	LS	$57,984.12	$57,984.12	
102	PAYMENT & PERFORMANCE BOND	1	LS	$21,500.00	$21,500.00	
103	2nd Year Extended Warranty Bond	1	LS	$18,000.00	$18,000.00	
103	2nd Year Extended Warranty By QGS	1	LS	$10,000.00	$10,000.00	
104	Maintenance Of Traffic	1	LS	$4,127.09	$4,127.09	
105	CONSTRUCTION ENTRANCE	1	EACH	$5,468.44	$5,468.44	
106	SILT FENCE	10,405.00	LF	$2.12	$22,058.60	
107	CONSTRUCTION LAYOUT	1	LS	$56,524.92	$56,524.92	
108	CONSTRUCTION AS-BUILTS	1	LS	$30,436.50	$30,436.50	
109	GEOTECH (CMT)	1	LS	$24,392.88	$24,392.88	
	TOTAL GENERAL CONDITIONS				$255,448.74	

PAST DRAW (UNITS)	PAST DRAW $$$	THIS DRAW (UNITS)	Total This Draw ($$$) / Includes Stored	TOTAL TO DATE	% COMP	COMMENTS
0.20	$990.68		$0.00	$990.68	20.00%	
1.00	$57,984.12		$0.00	$57,984.12	100.00%	
1.00	$21,500.00		$0.00	$21,500.00	100.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
1.00	$5,468.44		$0.00	$5,468.44	100.00%	
10405.00	$22,058.60		$0.00	$22,058.60	100.00%	
0.20	$11,304.98		$0.00	$11,304.98	20.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.10	$2,439.27		$0.00	$2,439.27	10.00%	
	$121,746.29		$0.00	$121,746.29	47.66%	

VILLAMAR PHASE 1 INFRASTRUCTURE IMPROVEMENTS

Schedule of Values

LUMP SUM CONTRACT

Pay Application #3 **Pay Period 7/1/19 Thru 7/31/19** **QGS Job #19-7191**

	ITEM	QUANTITY	CONTRACT UNIT	UNIT PRICE	CONTRACT TOTAL	STORED MATERIALS $'S
EARTHWORK:						
200	CLEAR & GRUB	1	LS	$11,514.73	$11,514.73	
201	Demolition Of Existing Water Main After Tie In To New	1	LS	$0.00	$0.00	
202	DISC SITE	[illegible]	LS	$649.30	$32,789.65	
203	EXCAVATION & GRADING	1	LS	$289,485.25	$289,485.25	
205	SOD (BAHIA - 2' B.O.C.)	2975	SY	$2.29	$6,812.75	
206	SOD (MISC)	[illegible]	SY	$2.29	$30,525.70	
207	SEED & MULCH (POND BOTTOMS)	18307	SY	$0.39	$7,139.73	
208	SOD (BAHIA - POND SLOPES & SWALES)	10043	SY	$2.29	$22,998.47	
209	SEED & MULCH (LOTS) (ROW)	162874	SY	$0.39	$63,520.86	
210	FINAL GRADING	1	LS	$31,748.72	$31,748.72	
	TOTAL EARTHWORK				$496,615.88	

PAST DRAW (UNITS)	PAST DRAW $$$	THIS DRAW (UNITS)	Total This Draw ($$$) / Includes Stored	TOTAL TO DATE	% COMP	COMMENTS
1	$11,514.73		$0.00	$11,514.73	100.00%	
#DIV/0!	$0.00		$0.00	$0.00	#DIV/0!	
50.5	$32,789.65		$0.00	$32,789.65	100.00%	
0.5	$144,732.63	0.50	$144,732.63	$289,465.25	100.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
	$189,037.01		$144,732.63	$333,769.63	67.22%	

VILLAMAR PHASE 1 INFRASTRUCTURE IMPROVEMENTS

Schedule of Values

LUMP SUM CONTRACT

Pay Application#3 **Pay Period 7/1/19 Thru 7/31/19** **QGS Job#19-7191**

	ITEM	QUANTITY	CONTRACT UNIT	UNIT PRICE	CONTRACT TOTAL	STORED MATERIALS $'S
PAVING:						
300	1.5" TYPE S-1 ASPHALT	16800	SY	$9.79	$164,304.00	
301	6" LIMEROCK BASE (LBR 100)	16800	SY	$10.43	$175,224.00	
302	12" STABILIZED SUBGRADE (FBV 75)	16800	SY	$5.54	$92,992.00	
303	5' Concrete Sidewalk At 4" Thick	2304	LF	$25.20	$58,060.80	
304	5' Concrete Sidewalk At 6" Thick Around Ponds	340	LF	$34.54	$11,743.60	
305	ADA CURB RAMP	16	EACH	$1,372.38	$21,958.08	
306	TYPE F CURB	269	LF	$13.42	$3,609.98	
307	Concrete Curb Valley 24"	330	LF	$20.58	$6,791.40	
308	MIAMI CURB	13235	LF	$11.74	$155,378.90	
309	SIGNAGE AND STRIPING	1	LS	$20,466.13	$20,466.13	
	TOTAL PAVING				$700,528.89	

PAST DRAW (UNITS)	PAST DRAW $$$	THIS DRAW (UNITS)	Total This Draw ($$$) / Includes Stored	TOTAL TO DATE	% COMP	COMMENTS
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
	$0.00		$0.00	$0.00	0.00%	

VILLAMAR PHASE 1 INFRASTRUCTURE IMPROVEMENTS

Schedule of Values

LUMP SUM CONTRACT

Pay Application #3 **Pay Period 7/1/19 Thru 7/31/19** **QGS Job #19-7191**

	ITEM	QUANTITY	CONTRACT UNIT	UNIT PRICE	CONTRACT TOTAL	STORED MATERIALS $'S
DRAINAGE:						
400	15" HDPE STORM	118	LF	$28.53	$3,366.54	
401	18" HDPE STORM	[illegible]	LF	$31.25	[illegible]	
402	18" RCP STORM	1862	LF	$37.97	$70,700.14	
403	24" HDPE STORM	760	LF	$40.60	$30,856.00	
404	24" RCP STORM	198	LF	$52.08	$10,307.88	
405	TYPE P 6 CURB INLET	1	EACH	$3,245.68	$3,245.68	
406	TYPE V CURB INLET	31	EACH	$3,582.16	$111,045.96	
407	TYPE P STORM MANHOLE	2	EACH	$3,243.17	$6,486.34	
408	TYPE C INLET	16	EACH	$2,348.57	$37,577.12	
409	Type D Inlet	3	EACH	$2,916.63	$8,749.89	
410	CONTROL STRUCTURE	2	EACH	$4,954.52	$9,909.04	
411	Weir Control Structure- Cast In Place - (OFS-B)	1	EACH	$10,697.11	$10,697.11	
412	15" HDPE MES	2	EACH	$2,208.78	$4,417.56	
413	18" HDPE MES	2	EACH	$2,268.93	$4,537.86	
414	24" HDPE MES	1	EACH	$2,489.63	$2,489.63	
415	WATER END (5' X 10' CONCRETE RUBBLE)	7	EACH	$433.92	$3,037.44	
416	Connect To Existing Storm MH	1	EACH	$2,352.04	$2,352.04	
	TOTAL DRAINAGE				$370,827.83	

Material Contract Value

$370,827.83

PAST DRAW (UNITS)	PAST DRAW $$$	THIS DRAW (UNITS)	Total This Draw ($$$) / Includes Stored	TOTAL TO DATE	% COMP	COMMENTS
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00	1104.00	$34,588.32	$34,588.32	68.15%	
0	$0.00	1563.00	$59,347.11	$59,347.11	83.94%	
0	$0.00	253.00	$10,271.80	$10,271.80	33.28%	
0	$0.00	88.00	$4,581.28	$4,581.28	44.44%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00	18.00	$57,314.58	$57,314.58	51.81%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00	3.00	$8,749.69	$8,749.69	100.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
	$0.00		$174,852.96	$174,852.96	47.19%	

Material Work Completed To Date

$174,852.96

VILLAMAR PHASE 1 INFRASTRUCTURE IMPROVEMENTS

Schedule of Values

LUMP SUM CONTRACT

Pay Application #3 **Pay Period 7/1/19 Thru 7/31/19** **QGS Job #19-7191**

	ITEM	QUANTITY	CONTRACT UNIT	UNIT PRICE	CONTRACT TOTAL	STORED MATERIALS $'S
SANITARY SEWER:						
500	6" PVC SDR-26 0-6'	[illegible]	LF	[illegible]	[illegible]	
501	8" PVC SDR-26 6-8'	2740	LF	$26.26	$71,925.00	
502	8" PVC SDR-26 8-10'	2670	LF	$27.08	$72,250.20	
503	8" PVC SDR-26 10-12'	221	LF	$39.80	$8,795.80	
504	SS PVC (C-900) 08" 12-14' Pipe For Wet Well Connection	24	LF	$174.44	$4,186.56	
505	PAVEMENT OPEN CUT AND REPAIR FOR SEWER CONNECT TO EXISTING MANHOLE	1	LS	$19,506.24	$19,506.24	
506	SANITARY MANHOLE (0-6') (10,13,21,22,23,24,27,28,30)	9	EACH	$2,942.16	$26,479.44	
507	SANITARY MANHOLE (6-8')	10	EACH	$3,386.68	$33,866.80	
508	SANITARY MANHOLE (8-10')	10	EACH	$3,935.42	$39,354.20	
509	SANITARY MANHOLE (10-12')	1	EACH	$4,460.00	$4,460.00	
510	SINGLE SERVICE CONNECTION	37	EACH	$550.59	$20,368.50	[illegible]
511	DOUBLE SERVICE CONNECTION	35	EACH	$[illegible]	$71,032.40	
512	TV & AIR TESTING - GRAVITY	1	LS	$10,861.12	$10,861.12	
513	LIFT STATION MODIFICATION AND EXTRA PUMP	1	LS	$81,228.77	$81,228.77	
	TOTAL SANITARY SEWER				$504,218.82	

Material Contract Value
$504,218.82

PAST DRAW (UNITS)	PAST DRAW $$$	THIS DRAW (UNITS)	Total This Draw ($$$) / Includes Stored	TOTAL TO DATE	% COMP	COMMENTS
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00	1006.00	$26,407.50	$26,407.50	36.72%	
500.00	$13,630.00	2170.00	$58,729.20	$72,359.20	100.00%	
221.00	$8,795.80		$0.00	$8,795.80	100.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00	1.00	$18,508.24	$18,508.24	100.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00	5.00	$20,320.08	$20,320.08	80.00%	
3.00	$11,808.26	7.00	$27,547.84	$39,356.10	100.00%	
1.00	$4,560.00		$0.00	$4,560.00	100.00%	
0	$0.00	11.00	$8,065.50	$8,065.50	29.73%	
0	$0.00	39.00	$32,591.52	$32,591.52	45.88%	
0	$0.00		$0.00	$0.00	0.00%	
0	$0.00		$0.00	$0.00	0.00%	
	$38,592.06		$191,148.98	$229,741.04	45.56%	

Material Work Completed To Date

$229,741.04

VILLAMAR PHASE 1 INFRASTRUCTURE IMPROVEMENTS

Schedule of Values

LUMP SUM CONTRACT

Pay Application #3 **Pay Period 7/1/19 Thru 7/31/19** **QGS Job #19-7191**

	ITEM	QUANTITY	CONTRACT UNIT	UNIT PRICE	CONTRACT TOTAL	STORED MATERIALS $'S
WATER & FIRE DISTRIBUTION:						
600	CONNECT TO EXISTING MAINS	2	EACH	$12,060 25	$24,120 50	
601	Temporary Construction Meter Jumper	2	EACH	$6,597 13	$13,194 26	
602	PW PVC (DR-18) 04"	185	LF	$10 17	$1,881 45	
603	8" PVC WATER MAIN (DR-18)	8196	LF	$15 10	$123,759 60	
604	8" GATE VALVE ASSEMBLY	29	EACH	$1,555 13	$45,096 77	
605	PW Combo 06"	14	EACH	$2,006 97	$28,125 58	
606	8" MJ BEND	19	EACH	$440 85	$8,376 15	
607	8" MJ TEE	10	EACH	$726 64	$7,266 40	
608	8" x 6" MJ Reducer	1	EACH	$401 82	$401 82	
609	8" X 4" MJ REDUCER	1	EACH	$211 42	$211 42	
610	6" X 6" TEE	4	EACH	$582 16	$2,328 64	
611	FIRE HYDRANT ASSEMBLY	10	EACH	$4,328.25	$43,282 50	
612	SINGLE SERVICE-SHORT	25	EACH	$802 09	$20,052 25	
613	SINGLE SERVICE -LONG	23	EACH	$867 13	$19,943 99	
614	DOUBLE SERVICE -SHORT	47	EACH	$961 02	$45,167 94	
615	DOUBLE SERVICE -LONG	33	EACH	$1,026 06	$33,859 98	
616	PW FLUSH VALVE ASSEMBLY	2	EACH	$1,400 78	$2,801 52	
617	4" BLOW OFF ASSEMBLY	2	EACH	$1,790 38	$3,580 76	
618	Chlorine Injection Points	11	EACH	$188 56	$2,074 16	
619	SAMPLE POINTS	21	EACH	$779 07	$16,360 47	
620	POLY-PIG WATER MAINS	1	LS	$6,383 28	$6,383 28	
621	TESTING AND BACTERIOLOGICALS	1	LS	$28,847 20	$28,847 20	
622	Demolition Of Existing 8" Water Line	1425	LF	$4 92	$7,011.00	
623	Tariff Increase On Water Main Materials	1	LS	$8,349 00	$8,349 00	
	TOTAL WATER & FIRE DISTRIBUTION				**$490,456.64**	

VILLAMAR PHASE 1 INFRASTRUCTURE IMPROVEMENTS

Schedule of Values

LUMP SUM CONTRACT

Pay Application#3 **Pay Period 7/1/19 Thru 7/31/19** **QGS Job #19-7191**

ITEM	QUANTITY	CONTRACT UNIT	UNIT PRICE	CONTRACT TOTAL	STORED MATERIALS $'S
				Material Contract Value	
				[illegible]	

PAST DRAW (UNITS)	PAST DRAW $$$	THIS DRAW (UNITS)	Total This Draw ($$$) / Includes Stored	TOTAL TO DATE	% COMP	COMMENTS
0.00	$0.00		$0.00	$0.00	0.00%	
1.00	$6,597.13		$0.00	$6,597.13	50.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
	$6,597.13		$0.00	$6,597.13	1.35%	

PAST DRAW (UNITS)	PAST DRAW $$$	THIS DRAW (UNITS)	Total This Draw ($$$) / Includes Stored	TOTAL TO DATE	% COMP	COMMENTS
			Material Work Completed To Date			
			$6,597.13			

VILLAMAR PHASE 1 INFRASTRUCTURE IMPROVEMENTS

Schedule of Values

LUMP SUM CONTRACT

Pay Application #3 **Pay Period 7/1/19 Thru 7/31/19** **QGS Job #19-7191**

	ITEM	QUANTITY	CONTRACT UNIT	UNIT PRICE	CONTRACT TOTAL	STORED MATERIALS $'S
RECLAIMED WATER:						
700	CONNECT TO DOMESTIC WATER LINE (8" X 6" Cut Tee Tie In)	1	EACH	$1,627.58	$1,627.58	
701	RU PVC (DR-25) - Reuse 20"	1535	LF	$76.27	$117,074.45	
702	RU Gate Valves 20"	2	EACH	$14,002.00	$28,004.00	
703	RU Fittings Bends 20"	1	LS	$39,575.23	$39,575.23	
704	6" DOC VALVE FOR RECLAIM	1	EACH	$10,441.11	$10,441.11	
705	6" PVC RECLAIM MAIN	6350	LF	$10.65	$67,627.50	
706	6" GATE VALVE ASSEMBLY	23	EACH	$1,191.89	$27,413.47	
707	6" MJ BEND	48	EACH	$600.00	$28,800.00	
708	6" MJ TEE	7	EACH	$417.18	$2,920.26	
709	6" X 4" REDUCER	2	EACH	$292.77	$585.54	
710	4" PVC RECLAIM MAIN	500	LF	$7.67	$3,835.00	
711	RU Gate Valves 04"	2	EACH	$917.89	$1,835.78	
712	4" RU MJ 45 BEND	8	EACH	$453.55	$3,628.40	
713	4" CAP	2	EACH	$317.11	$634.22	
714	6" CAP	3	EACH	$321.96	$965.88	
715	Single Service (Short Side)	15	EACH	$811.83	$12,174.45	
716	Single Service (Long Side)	20	EACH	$876.67	$17,533.40	
717	Double Service (Short Side)	34	EACH	$947.81	$32,225.54	
718	Double Service (Long Side)	52	EACH	$1,012.85	$52,685.20	
719	Testing	1	LS	$7,925.79	$7,925.79	
720	Tariff Increase On Reclaim Material	1	LS	$8,684.16	$8,684.16	
	TOTAL RECLAIMED WATER				**$466,179.96**	

Material Contract Value

$466,179.96

VILLAMAR PHASE 1 INFRASTRUCTURE IMPROVEMENTS

Schedule of Values

LUMP SUM CONTRACT

Pay Application #3 Pay Period 7/1/19 Thru 7/31/19 QGS Job #19-7191

ITEM	QUANTITY	CONTRACT UNIT	UNIT PRICE	CONTRACT TOTAL	STORED MATERIALS $'S

PAST DRAW (UNITS)	PAST DRAW $$$	THIS DRAW (UNITS)	Total This Draw ($$$) Includes Stored	TOTAL TO DATE	% COMP	COMMENTS
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
	$0.00		$0.00	$0.00	0.00%	

Material Work Completed To Date

$0.00

PAST DRAW (UNITS)	PAST DRAW $$$	THIS DRAW (UNITS)	Total This Draw ($$$) / Includes Stored	TOTAL TO DATE	% COMP	COMMENTS

VILLAMAR PHASE 1 INFRASTRUCTURE IMPROVEMENTS

Schedule of Values

LUMP SUM CONTRACT

Pay Application #2 **Pay Period 6/1/19 Thru 6/30/19** **QGS Job #19-7191**

	ITEM	QUANTITY	CONTRACT UNIT	UNIT PRICE	CONTRACT TOTAL	STORED MATERIALS $'S
CUNNINGHAM ROAD:						
800	Road Milling Average Depth 1"	6481	SY	$4.83	$31,303.23	
801	Pave 1" Type SP-9.5 Asphalt - Sub	6960	SY	$7.07	$49,207.20	
802	Pave 1 1/2" SP-12.5 Asphalt - Sub	6960	SY	$10.11	$70,365.60	
803	Road Base Limerock 08"	6960	SY	$13.03	$90,688.80	
804	Subgrade Stabilized 10"	8263	SY	$4.94	$40,819.22	
805	4' Stabilized Shoulder Along Cunningham Road	1310	SY	$8.38	$10,977.80	
806	TYPE F CURB	1894	LF	$13.09	$24,792.46	
807	5' WIDTH/ 4" CONCRETE SIDEWALK CUNNINGHAM ROAD	4905	LF	$8.78	$43,066.99	
808	Sodding Bahia	12658	SY	$2.29	$28,988.82	
809	ADA CURB RAMP	8	EACH	$1,289.69	$10,317.52	
810	CONCRETE FLUMES WITH CURB	2	EACH	$2,486.63	$4,973.26	
300	SAW CUT & MATCH EXISTING PAVEMENT	1	LS	$571.25	$571.25	
	TOTAL CUNNINGHAM ROAD				$495,088.66	

PAST DRAW (UNITS)	PAST DRAW $$$	THIS DRAW (UNITS)	Total This Draw ($$$) / Includes Stored	TOTAL TO DATE	% COMP	COMMENTS
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
0.00	$0.00		$0.00	$0.00	0.00%	
	$0.00		$0.00	$0.00	0.00%	

VILLAMAR PHASE 1 INFRASTRUCTURE IMPROVEMENTS

Schedule of Values

LUMP SUM CONTRACT

Pay Application #1 Pay Period 7/1/19 Thru 7/31/19 QSS Job 919-7191

	ITEM	QUANTITY	CONTRACT UNIT	UNIT PRICE	CONTRACT TOTAL	STORED MATERIALS $'S	PAST DRAW (UNITS)	PAST DRAW $$$	THIS DRAW (UNITS)
MATERIAL:									
1	Forbes (RCP Ph 1)	1	ls	$35,877.60	$35,877.60		0.00%	$ -	
2	Keystone Storm Drainage, Sanitary Sewer, Watermain, & Paving incl	1	ls	$539,149.91	$539,149.91		0.00%	$	
3	Atlantic TNG (Signs & Luminary Structures	1	ls	$138,535.00	$138,535.00		0.00%	$	
	Material Total				$713,362.51			$0.00	
TAX:									
1	Sales Tax	1	ls	$42,822.98	$42,822.98		0.00%	$ -	17.30%
	Material & Tax Total				$755,185.49			$0.00	

				MATERIAL/CONTRACT VALUE	MATERIAL/WRK COMPLETED TO DATE	% FOR MATERIAL CREDITS		
				$1,831,386.25	$411,191.13	22.45%		
Total This Draw ($$$) / Includes Stored	TOTAL TO DATE	% COMP	COMMENTS	RECAP				
				VENDOR		VALUE FOR MATERIAL CREDITS	FOR MATERIAL CREDITS TO	TOTAL INVOICES TO DATE
$ -	$ -	0.00%		CDD PO 1 - Fortarra (RCP Ph 1)		22.45%	$0.00	$0.00
$ (92,750.43)	$ (92,750.43)	17.20%		CDD PO 2 - Ferguson (Storm Drainage, Sanitary Sewer, Watermain, & Roadway)		% is higher than Inv's to date	-$92,750.43	-$92,750.43
$ (31,109.01)	$ (31,109.01)	22.45%		CDD PO 3 - Atlantic TNG (Storm & Sanitary Structures)		22.45%	-$31,109.01	-$100,319.57
-$123,859.44	-$123,859.44	17.36%	Material Total	Material Total			-$123,859.443	-$193,069.430
$ (7,431.57)	$ (7,431.57)	17.36%	Tax Total	Sales Tax Total		6.00%	-$7,431.57	
-$131,291.01	-$131,291.01	17.36%	Grand Total			Total	-$131,291.009	

[illegible]/19