

Aberdeen
Community Development District
August 25, 2026

AGENDA

Aberdeen Community Development District

475 West Town Place
Suite 114

St. Augustine, Florida 32092

District Website: www.AberdeenCDD.com

August 18, 2026

Board of Supervisors
Aberdeen Community Development District

Dear Board Members:

The Meeting of the Board of Supervisors for Aberdeen Community Development District is scheduled for **Tuesday, August 25, 2026 at 6:00 p.m.** at the Aberdeen Amenity Center, 110 Flower of Scotland Avenue, St. Johns, Florida 32259.

- I. Roll Call
- II. Public Comments *(regarding agenda items below)*
- III. Ratification of Fiscal Year 2026 Audit Engagement Letter with Grau and Associates
- IV. Consideration of:
 - A. Updated Current Collectives Agreement *(under separate cover)*
 - B. Proposals for Basketball Court Resurfacing
 - 1. Tennis Holdings Acquisition LLC
 - 2. The NINDY Sports Construction Co.
- V. Discussion of Easement Encroachment
 - A. 140 Flower of Scotland
 - B. 144 Flower of Scotland
 - C. 160 Flower of Scotland
 - D. 164 Flower of Scotland
- VI. Public Hearing Adopting the Budget for Fiscal Year 2027

- A. Consideration of Resolution 2026-07, Relating to the Annual Appropriations and Adopting the Budget for Fiscal Year 2027
 - B. Consideration of Resolution 2026-08, Imposing Special Assessments and Certifying an Assessment Roll for Fiscal Year 2027
- VII. Public Hearing for the Purpose of Adopting Amended and Restated Rules of Procedure; Consideration of Resolution 2026-09
- VIII. Discussion of Agreements:
 - A. Governmental Management Services
 - B. FirstService Residential
- IX. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Manager
 - 1. Discussion of Fiscal Year 2027 Meeting Schedule
 - 2. Discussion of Fiscal Year 2027 Goals and Objectives
 - D. Operation Manager
 - E. Amenity Center Manager - Report
- X. Supervisor's Request and Public Comments
- XI. Approval of Consent Agenda
 - A. Approval of the Minutes of the July 28, 2026 Meeting
 - B. Balance Sheet as of July 31, 2026 and Statement of Revenues and Expenses for the Period Ending July 31, 2026
 - C. Assessment Receipt Schedule
 - D. Approval of Check Register
- XII. Next Scheduled Meeting – September 22, 2026 @ 4:00 p.m. @ Aberdeen Amenity Center
- XIII. Adjournment

Board Oversight

Landscape Maintenance: *Supervisor Fogel*

Amenity Center: *Supervisor Egleston*

Security: *Supervisor Marmo*

Pond Maintenance: *Supervisor Perez*

Finance & Accounting: *Supervisor Clarke*

THIRD ORDER OF BUSINESS



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

1001 Yamato Road • Suite 301
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

July 30, 2026

Board of Supervisors
Aberdeen Community Development District
475 West Town Place, Suite 114
St. Augustine, FL 32092

We are pleased to confirm our understanding of the services we are to provide Aberdeen Community Development District, St. Johns County, Florida ("the District") for the fiscal year ended September 30, 2026. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Aberdeen Community Development District as of and for the fiscal year ended September 30, 2026. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2026 audit.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 1) Compliance with FL Statute 218.39 (3) (c)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose.

If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements. We will also issue a management letter as required by Chapter 10.550, Rules of the Auditor General of the State of Florida. As part of our audit, we will apply financial condition assessment procedures pursuant to Section 218.39(5), Florida Statutes, and Rule 10.556(8), Rules of the Auditor General, and will report, as applicable, whether the District met any of the conditions described in Section 218.503(1), Florida Statutes.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. Further, management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. As part of the audit, we will assist with preparation of your financial statements and related notes in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. As part of our engagement, we may propose standard adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of the proposed entries and the impact they have on the financial statements.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except

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

**IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT: GMS-NF, LLC - 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FL 32092
TELEPHONE: 904-940-5850.**

Our fee for these services will not exceed \$4,300 for the September 30, 2026 audit, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

The District may terminate this agreement, with or without consent, upon thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the date of the notice of termination subject to any offsets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2025 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Aberdeen Community Development District and believe this letter accurately summarizes the terms of the engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Aberdeen Community Development District.

By: Maribel C. G. Maudslayi

Title: Secretary

Date: Aug 3, 2024



Peer Review
Program

Administered in Florida
by the Florida Institute of CPAs

November 18, 2025

Antonio Grau
Grau & Associates
1001 W. Yamato Road, Suite 301
Boca Raton, FL 33431-4403

Dear Antonio Grau:

It is my pleasure to notify you that on November 18, 2025, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2028. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee
paul@ficpa.org
850.224.2727, x5957

cc: Daniel Hevia, David Caplivski

Firm Number: 900004390114

Review Number: 616829

FOURTH ORDER OF BUSINESS

B.

1.



Job #24445

July 1, 2026

PROPOSAL

Billing:

Aberdeen CDD
110 Flower of Scotland Ave
Saint Johns FL 32259

Job Address / Shipping:

Aberdeen CDD
110 Flower of Scotland Ave
Saint Johns, FL 32259

Contact: Jay Parker

Telephone: 904-627-9271

E-mail: jay.parker@fsresidential.com

Dear Jay:

Thank you for taking the time to allow me an overview of your project needs. Tennis Holdings Acquisition, LLC dba Fast-Dry Courts proposes to provide the scope of work described as resurface one (1) asphalt basketball court, measuring 84' x 50'. Pressure clean to remove mildew and flood entire surface; patch low areas greater than +/- 1/8" and cracks wider than +/- 1/16"; grind and open up +/- 17 linear feet of the widest cracks and fill with sand and Laykold Qualicaulk; apply fiberglass membrane strips over Laykold Qualicaulk; **apply 4 coat acrylic color system**, including 2 coats of acrylic resurfacer, 2 coats of acrylic court paint and high school regulation basketball playing lines for the total cost of **\$9,895.00**.

**** Some competitors may advise applying 3 coat acrylic color system, utilizing only one (1) coat of acrylic resurfacer. An additional coat of acrylic resurfacer adds long term value and extends the life span of your court by filling cracks, providing a smoother surface, and better concealing corrective work, especially fiberglass membrane.***

A basic approach to resurfacing your court would be to simply apply the scope listed above. However, here at FDC, we approach each job with the intent of adding value to our customers. After evaluating the court and the number of cracks that are visible, **we highly recommend that you also apply a fiberglass membrane over entire asphalt surface to help conceal existing cracking and retard future cracking, thus adding longer term value.** This application will also include an additional coat of acrylic resurfacer. This application is **\$2,750.00** in addition to the scope above, and it will help extend the lifespan of your court. *In support, most resurfacing jobs are scoped this way and a 1-year workmanship guarantee is offered with this option, and any guarantee in-line with cracks, hydrostatic pressure, and sub-base settling are exclude*

Fast-Dry Courts has a proven 46-year track record of exceeding customer expectations. As a family-owned and operated company, we have completed over 16,000 projects with professionalism, quality, and performance. Our commitment to quality and professionalism has led the American Sports Builders Association (ASBA) to recognize Fast-Dry Courts for excellence in tennis court construction for an unprecedented 28 years. It also is what allowed us to become the official contractor of the Miami Open, since its move to Hard Rock Stadium in 2019. Furthermore, over 69% of our projects last year came from existing customers or referrals. Fast-Dry Courts is a licensed General Contractor, bondable and insured up to \$3,000,000.00, with all Project Managers having at least 18 years of experience.

Should you wish to move forward, a formal agreement and a deposit will be required prior to job scheduling, material ordering, and commencement. This proposal reflects preliminary budget estimates only and is valid for thirty (30) days unless extended in writing by Fast-Dry Courts. Terms are subject to change pending final design, engineering, and an executed agreement. If you have any further questions, please call me at (800) 432-2994.

Sincerely,

Fast-Dry Courts
Stacy Kraus
Account Executive

www.fast-dry.com & www.10-s.com

National: (800) 432-2994 - Local: (954) 979-3111 - Fax: (954) 978-8479
CONSTRUCTION < RESURFACING < MAINTENANCE < SUPPLY



1400 N.W. 13th Avenue
Pompano Beach, FL 33069

Repair Diagram



www.fast-dry.com & www.10-s.com

National: (800) 432-2994 - Local: (954) 979-3111 - Fax: (954) 978-8479
CONSTRUCTION < RESURFACING < MAINTENANCE < SUPPLY

2.



August 11, 2026

Att: Kate Trivelpiece
FS Residential
Aberdeen CDD
110 Flower of Scotland Ave
Fruit Cove, FL 32259
904-993-9831
Kate.Trivelpiece@fsresidential.com

Please call 800-331-1723 or send email to info@courtsurfacesfla.com should you have any questions.

Nidy Sports Construction proposes to resurface one existing 50' x 84' basketball court (approximately 4,200 sq ft) at Aberdeen CDD. The work includes aggressive cleaning for heavy mildew, mechanical grinding and sanding, localized patching and birdbath correction, repair of an approximately 20' x 8' root-damaged area, repair of skid/burn marks and damage adjacent to the fence, acrylic resurfacing and color coating, and basketball restriping.

SCOPE OF WORK

Resurface - One Existing Basketball Court - 50' x 84' (4,200 sq ft)

1. Mobilize labor, supervision, materials, and equipment to the site.
2. Pressure wash and flood the court surface. Heavy mildew is present; cleaning will include aggressive pressure washing as needed to remove mildew, dirt, debris, and loose surface contaminants before coating work.
3. Mechanically grind and sand the court as needed to remove or reduce skid marks, burn marks, raised material, rough areas, and other surface irregularities that could interfere with the finished coating system.
4. Patch the approximately 20' x 8' area showing root-related surface damage using outdoor court-grade patching materials. Root removal, tree work, or correction of continuing underground root intrusion is not included.
5. Grind and patch localized damaged areas adjacent to the fence where accessible from the court side. Fence removal, replacement, or structural fence repair is not included.
6. Correct minor birdbaths/low areas with one application of outdoor court-grade leveling/patching material to reduce water depth and improve drying time. This work may not eliminate all ponding.
7. Patch minor surface imperfections and feather/grind patch edges as needed to create smooth transitions for acrylic resurfacing.
8. Prepare visible cracks with standard surface-level crack patching as appropriate. Approximately 21 linear feet of level cracking is specifically recommended for the optional RiteWay crack-repair system listed below.
9. Apply one (1) coat of sand/acrylic resurfacer mix over the prepared court surface, as appropriate for the existing substrate.
10. Apply two (2) coats of sand-filled outdoor acrylic color coating. Finished colors will be the Owner's choice of up to two manufacturer-standard colors.
11. Layout and paint one (1) set of regulation 2-inch-wide basketball playing lines in the Owner-approved line color.
12. Clean the work area and remove Nidy construction debris upon completion.

PRICING

Description	Price
Base Bid - Resurface one existing 50' x 84' basketball court (4,200 sq ft), including cleaning, grinding/sanding, localized patching, approximately 20' x 8' root-damage patch, minor birdbath correction, skid/burn-mark preparation, fence-side damage repair, acrylic resurfacing/color coating, and basketball restriping.	\$12,520.00
Optional Add-On #1 - RiteWay crack repair for approximately 21 LF of level cracks at \$25.00/LF.	\$525.00
Total if Optional RiteWay Add-On is accepted	\$13,045.00

This price is good for thirty (30) days.

NOTES / ASSUMPTIONS

- *Root-damage repair is a surface repair only. Any active root growth, tree/root removal, subgrade displacement, or other continuing bottom-up cause must be addressed by the Owner. Movement or damage caused by roots after repair is excluded from Nidy's workmanship warranty.*
- *The base bid includes standard surface-level crack preparation only. Existing cracks can reflect back through the finished surface. Nidy recommends the RiteWay system for the approximately 21 LF of level cracks identified at the site.*
- *The RiteWay add-on is based on approximately 21 LF. If field measurement exceeds 21 LF, additional length will be priced at \$25.00/LF and performed only with Owner approval.*
- *Minor birdbath correction includes one application of patching/leveling material to reduce water depth and improve drying time; complete elimination of ponding is not guaranteed.*
- *Grinding/sanding of skid marks, burn marks, fence-side damage, and rough areas is intended to create a sound surface for coatings. Structural slab/base repairs, major leveling, drainage correction, and fence work are excluded unless specifically added in writing.*
- *Proposal assumes reasonable site access and an on-site water source. Owner is responsible for utility locates and for identifying irrigation or underground/embedded items before invasive work.*
- *The work area must remain closed during cleaning, repair, resurfacing, and coating cure. Irrigation that contacts the court must be disabled during the work.*

ACCEPTANCE

Base Proposal Price: \$12,520.00

Optional RiteWay Add-On - \$525.00: _____ Accept _____ Decline

Authorized Signature: _____

Date: _____

Printed Name / Title: _____

By signing this proposal, the customer acknowledges they have read and accept the selected scope of work, pricing, notes, and terms and conditions outlined herein.

TERMS AND CONDITIONS

Scope of Work. *This proposal covers only the work specifically described herein and is based on the site information and conditions visible or reported at the time of proposal. Any deviation, concealed condition, or additional work requested by the Owner shall be treated as a change in scope and may require written approval and additional pricing.*

Damages and Delays. *Nidy Sports Construction will perform the work in a professional manner consistent with industry standards. Nidy is not responsible for damage to undisclosed utilities, irrigation, landscaping, fencing, or work caused by third parties, nor for delays resulting from weather, acts of God, owner delays, restricted access, material availability, or other conditions beyond its control.*

Permitting. *Permitting, surveys, engineering, testing, and design services are excluded unless specifically stated in the scope.*

Warranty. *Nidy Sports Construction warrants materials and workmanship supplied by Nidy for one (1) year from completion, subject to proper maintenance and normal use.*

Warranty Exclusions. *Nidy is responsible for top-down workmanship only. Existing or new cracking, root movement, moisture, drainage, ponding, slab/base/subgrade failure, settlement, structural movement, or other bottom-up conditions are not defects in Nidy materials or workmanship. Damage by others, misuse, pressure washing by others, chemical contamination, vandalism, irrigation, and acts of God are excluded.*

Weather and Scheduling. *Pressure washing, patching, acrylic resurfacing, color coating, and striping are weather dependent. Rain, moisture, temperature, humidity, and unsuitable surface conditions may affect scheduling and completion dates.*

Validity. *This proposal is valid for thirty (30) days from the proposal date.*

FIFTH ORDER OF BUSINESS

A.

**Aberdeen Community Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092**

August 3, 2026

FedEx and U.S. Mail

Christina Foreacre

**140 Flower of Scotland Avenue
Saint Johns, Florida 32259**

Re: Aberdeen Community Development District – Easement Encroachment Follow-Up

Dear Ms. Foreacre:

I serve as District Manager for the Aberdeen Community Development District (the “District”), a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*. I am writing as a follow-up to my previous correspondence dated May 15, 2026, a copy of which is enclosed. As stated previously, a recent review shows that certain landscaping, fencing and/or other improvements on your lot encroach upon easement areas and are impeding the District’s ability to operate and maintain its stormwater improvements located adjacent to your property.

In the previous correspondence, it was requested that you take any necessary action to remove the fencing and/or other improvements within forty-five (45) days. It has come to the attention of the District that no action has been taken on your part regarding the fencing and/or improvements within the District easements on your property as of the date of mailing of this letter.

At the District’s July 28th, 2026 Board of Supervisors meeting, the Board provided direction to staff to extend the time permitted to remove the fencing and improvements from the District easement until the date of the of the Board’s next meeting, August 25, 2026 at 6:00 P.M. This issue will be placed on the agenda for the August meeting and the Board will discuss further steps to enforce its easement if the fencing in question has not been removed at that time including, but not limited to, removal of the fencing and recover of costs from you. If you would like to address the Board at the meeting regarding this issue you will be given an opportunity to do so.

Please take any necessary action to remove the fencing and/or other improvements prior to the next Board meeting and contact my office once this has been completed. Nothing in this letter shall be construed as a waiver of any rights the District may have with respect to this matter.

If you have any questions, please contact me at mgiles@gmsnf.com¹ or 904.940-5850 x412. Thank you for your cooperation.

Sincerely,



Marilee Giles
District Manager

cc: Kyle Magee, District Counsel

¹ Note that any email correspondence to District Staff may constitute a public record.

Aberdeen Community Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092

May 15, 2026

FedEx and U.S. Mail

Christina Foreacre
140 Flower of Scotland Avenue
Saint Johns, Florida 32259

Re: Aberdeen Community Development District - Easement Encroachments

Dear Ms. Foreacre:

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As shown on the Plat for ABERDEEN (D.R. HORTON ~ PHASE 1) recorded in Map Book 60 Page 71 of the Official Records of St. Johns County, there is a portion of a 20' Drainage Easement ("Easement") located on the southern portion of your property. The District utilizes these easements throughout the community to access and maintain the ponds, drainage system, landscaping, or other improvements for the benefit of the community. Consequently, improvements that block access to the Easement, such as fences and other structures, are prohibited. The Homeowners Association is not permitted to grant residents the ability to erect fencing or other improvements within the Easement. Please note that the stormwater pond adjacent to your property is subject to a St. Johns River Water Management District Permit. Currently, all access to the stormwater pond is cut off due to fencing within the District's easements to the stormwater pond and the District is being prevented from providing maintenance to it.

Please take any necessary action to remove the fencing and/or other improvements within the next **45 days** and contact my office once this has been completed. It is possible that installing a gate that would allow the District access may also adequately address this issue. Please contact my office if you would like to discuss whether a gate is a possibility.

Please be advised that, if the improvements are not removed or other arrangements satisfactory to the District made, the District may elect to remove them and recover the costs of such removal from the homeowner. Moreover, nothing in this letter shall be construed as a waiver of any rights the District may have with respect to this matter. If you have any questions, please contact me at mgiles@gmsnf.com¹ or 904.940-5850 x412. Thank you for your cooperation.

Sincerely,



Marilee Giles, District Manager

cc: Kyle Magee, District Counsel

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MAP BOOK 60 PAGE 71
SHEET 14 OF 21 SHEETS

[illegible]

Year	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930	2931	2932	2933	2934	2935	2936	2937	2938	2939	2940	2941	2942	2943	2944	2945	2946	2947	2948	2949	2950	2951	2952	2953	2954	2955	2956	2957	2958	2959	2960	2961	2962	2963	2964	2965	2966	2967	2968	2969	2970	2971	2972	2973	2974	2975	2976	2977	2978	2979	2980	2981	2982	2983	2984	2985	2986	2987	2988	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PREPARED BY:
ROBERT M. ANGAS ASSOCIATES, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL. 32235 (904) 643-8550
CERTIFICATE OF AUTHORIZATION NO. LB 3624

B.

**Aberdeen Community Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092**

August 3, 2026

**FedEx and U.S. Mail
John and Karen Duffy
144 Flower of Scotland Avenue
Saint Johns, Florida 32259**

Re: Aberdeen Community Development District – Easement Encroachment Follow-Up

Dear Mr. and Mrs. Duffy:

I serve as District Manager for the Aberdeen Community Development District (the “District”), a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*. I am writing as a follow-up to my previous correspondence dated May 15, 2026, a copy of which is enclosed. As stated previously, a recent review shows that certain landscaping, fencing and/or other improvements on your lot encroach upon easement areas and are impeding the District’s ability to operate and maintain its stormwater improvements located adjacent to your property.

In the previous correspondence, it was requested that you take any necessary action to remove the fencing and/or other improvements within forty-five (45) days. It has come to the attention of the District that no action has been taken on your part regarding the fencing and/or improvements within the District easements on your property as of the date of mailing of this letter.

At the District’s July 28th, 2026 Board of Supervisors meeting, the Board provided direction to staff to extend the time permitted to remove the fencing and improvements from the District easement until the date of the of the Board’s next meeting, August 25, 2026 at 6:00 P.M. This issue will be placed on the agenda for the August meeting and the Board will discuss further steps to enforce its easement if the fencing in question has not been removed at that time including, but not limited to, removal of the fencing and recover of costs from you. If you would like to address the Board at the meeting regarding this issue you will be given an opportunity to do so.

Please take any necessary action to remove the fencing and/or other improvements prior to the next Board meeting and contact my office once this has been completed. Nothing in this letter shall be construed as a waiver of any rights the District may have with respect to this matter.

If you have any questions, please contact me at mgiles@gmsnf.com¹ or 904.940-5850 x412. Thank you for your cooperation.

Sincerely,


Marilee Giles,
District Manager

cc: Kyle Magee, District Counsel

¹ Note that any email correspondence to District Staff may constitute a public record.

Aberdeen Community Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092

May 15, 2026

FedEx and U.S. Mail
John and Karen Duffy
144 Flower of Scotland Avenue
Saint Johns, Florida 32259

Re: Aberdeen Community Development District - Easement Encroachments

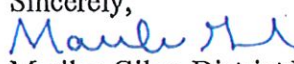
Dear Mr. and Mrs. Duffy:

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As shown on the Plat for ABERDEEN (D.R. HORTON ~ PHASE 1) recorded in Map Book 60 Page 71 of the Official Records of St. Johns County, there is a portion of a 20' Drainage Easement ("Easement") located on the northern portion of your property. The District utilizes these easements throughout the community to access and maintain the ponds, drainage system, landscaping, or other improvements for the benefit of the community. Consequently, improvements that block access to the Easement, such as fences and other structures, are prohibited. The Homeowners Association is not permitted to grant residents the ability to erect fencing or other improvements within the Easement. Please note that the stormwater pond adjacent to your property is subject to a St. Johns River Water Management District Permit. Currently, all access to the stormwater pond is cut off due to fencing within the District's easements to the stormwater pond and the District is being prevented from providing maintenance to it.

Please take any necessary action to remove the fencing and/or other improvements within the next 45 days and contact my office once this has been completed. It is possible that installing a gate that would allow the District access may also adequately address this issue. Please contact my office if you would like to discuss whether a gate is a possibility.

Please be advised that, if the improvements are not removed or other arrangements satisfactory to the District made, the District may elect to remove them and recover the costs of such removal from the homeowner. Moreover, nothing in this letter shall be construed as a waiver of any rights the District may have with respect to this matter. If you have any questions, please contact me at mgiles@gmsnf.com¹ or 904.940-5850 x412. Thank you for your cooperation.

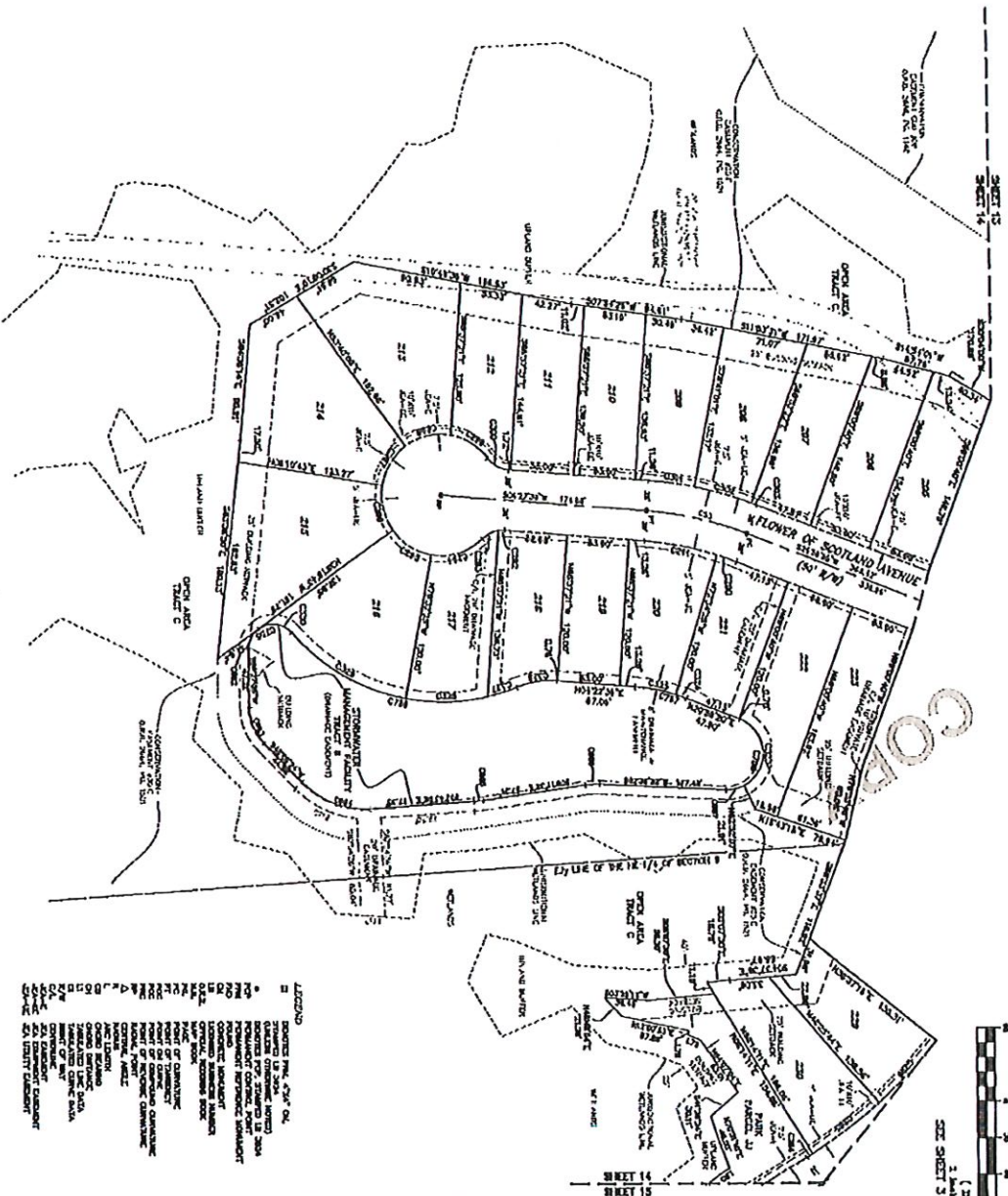
Sincerely,

Marilee Giles, District Manager

cc: Kyle Magee, District Counsel

¹ Note that any email correspondence to District Staff may constitute a public record.

ABERDEEN (D.R. HORTON ~ PHASE I)
A PORTION OF SECTIONS 3, 4, AND 9, TOWNSHIP 5 SOUTH, RANGE 27 EAST,
ST. JOHNS COUNTY, FLORIDA

MAP BOOK 60 PAGE 71
SHEET 14 OF 21 SHEETS



PREPARED BY:
ROBERT M. ANGAS ASSOCIATES, INC.
14779, OLD ST. AUGUSTINE ROAD, SUITE 200
JACKSONVILLE, FLORIDA 32218
CERTIFICATE OF AUTHORIZATION NO. 15 30224

TRACT	ACRES	OWNER
TRACT 1	1.00	JOHN H. HORTON
TRACT 2	1.00	JOHN H. HORTON
TRACT 3	1.00	JOHN H. HORTON
TRACT 4	1.00	JOHN H. HORTON
TRACT 5	1.00	JOHN H. HORTON
TRACT 6	1.00	JOHN H. HORTON
TRACT 7	1.00	JOHN H. HORTON
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TRACT 98	1.00	JOHN H. HORTON
TRACT 99	1.00	JOHN H. HORTON
TRACT 100	1.00	JOHN H. HORTON

C.

**Aberdeen Community Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092**

August 3, 2026

FedEx and U.S. Mail

**Julio Cabrera and Madelaine Ricardo
160 Flower of Scotland Avenue
Saint Johns, Florida 32259**

Re: Aberdeen Community Development District – Easement Encroachment Follow-Up

Dear Mr. Cabrera and Ms. Ricardo:

I serve as District Manager for the Aberdeen Community Development District (the “District”), a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*. I am writing as a follow-up to my previous correspondence dated May 15, 2026, a copy of which is enclosed. As stated previously, a recent review shows that certain landscaping, fencing and/or other improvements on your lot encroach upon easement areas and are impeding the District’s ability to operate and maintain its stormwater improvements located adjacent to your property.

In the previous correspondence, it was requested that you take any necessary action to remove the fencing and/or other improvements within forty-five (45) days. It has come to the attention of the District that no action has been taken on your part regarding the fencing and/or improvements within the District easements on your property as of the date of mailing of this letter.

At the District’s July 28th, 2026 Board of Supervisors meeting, the Board provided direction to staff to extend the time permitted to remove the fencing and improvements from the District easement until the date of the of the Board’s next meeting, August 25, 2026 at 6:00 P.M. This issue will be placed on the agenda for the August meeting and the Board will discuss further steps to enforce its easement if the fencing in question has not been removed at that time including, but not limited to, removal of the fencing and recover of costs from you. If you would like to address the Board at the meeting regarding this issue you will be given an opportunity to do so.

Please take any necessary action to remove the fencing and/or other improvements prior to the next Board meeting and contact my office once this has been completed. Nothing in this letter shall be construed as a waiver of any rights the District may have with respect to this matter.

If you have any questions, please contact me at mgiles@gmsnf.com¹ or 904.940-5850 x412. Thank you for your cooperation.

Sincerely,



Marilee Giles
District Manager

cc: Kyle Magee, District Counsel

¹ Note that any email correspondence to District Staff may constitute a public record.

Aberdeen Community Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092

May 15, 2026

FedEx and U.S. Mail

Julio Cabrera and Madelaine Ricardo
160 Flower of Scotland Avenue
Saint Johns, Florida 32259

Re: Aberdeen Community Development District - Easement Encroachments

Dear Mr. Cabrera and Ms. Ricardo:

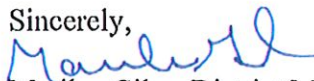
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As shown on the Plat for ABERDEEN (D.R. HORTON ~ PHASE 1) recorded in Map Book 60 Page 71 of the Official Records of St. Johns County, there is a portion of a 20' Drainage Easement ("Easement") located on the southern portion of your property. The District utilizes these easements throughout the community to access and maintain the ponds, drainage system, landscaping, or other improvements for the benefit of the community. Consequently, improvements that block access to the Easement, such as fences and other structures, are prohibited. The Homeowners Association is not permitted to grant residents the ability to erect fencing or other improvements within the Easement. Please note that the stormwater pond adjacent to your property is subject to a St. Johns River Water Management District Permit. Currently, all access to the stormwater pond is cut off due to fencing within the District's easements to the stormwater pond and the District is being prevented from providing maintenance to it.

Please take any necessary action to remove the fencing and/or other improvements within the next **45 days** and contact my office once this has been completed. It is possible that installing a gate that would allow the District access may also adequately address this issue. Please contact my office if you would like to discuss whether a gate is a possibility.

Please be advised that, if the improvements are not removed or other arrangements satisfactory to the District made, the District may elect to remove them and recover the costs of such removal from the homeowner. Moreover, nothing in this letter shall be construed as a waiver of any rights the District may have with respect to this matter. If you have any questions, please contact me at mgiles@gmsnf.com¹ or 904.940-5850 x412. Thank you for your cooperation.

Sincerely,

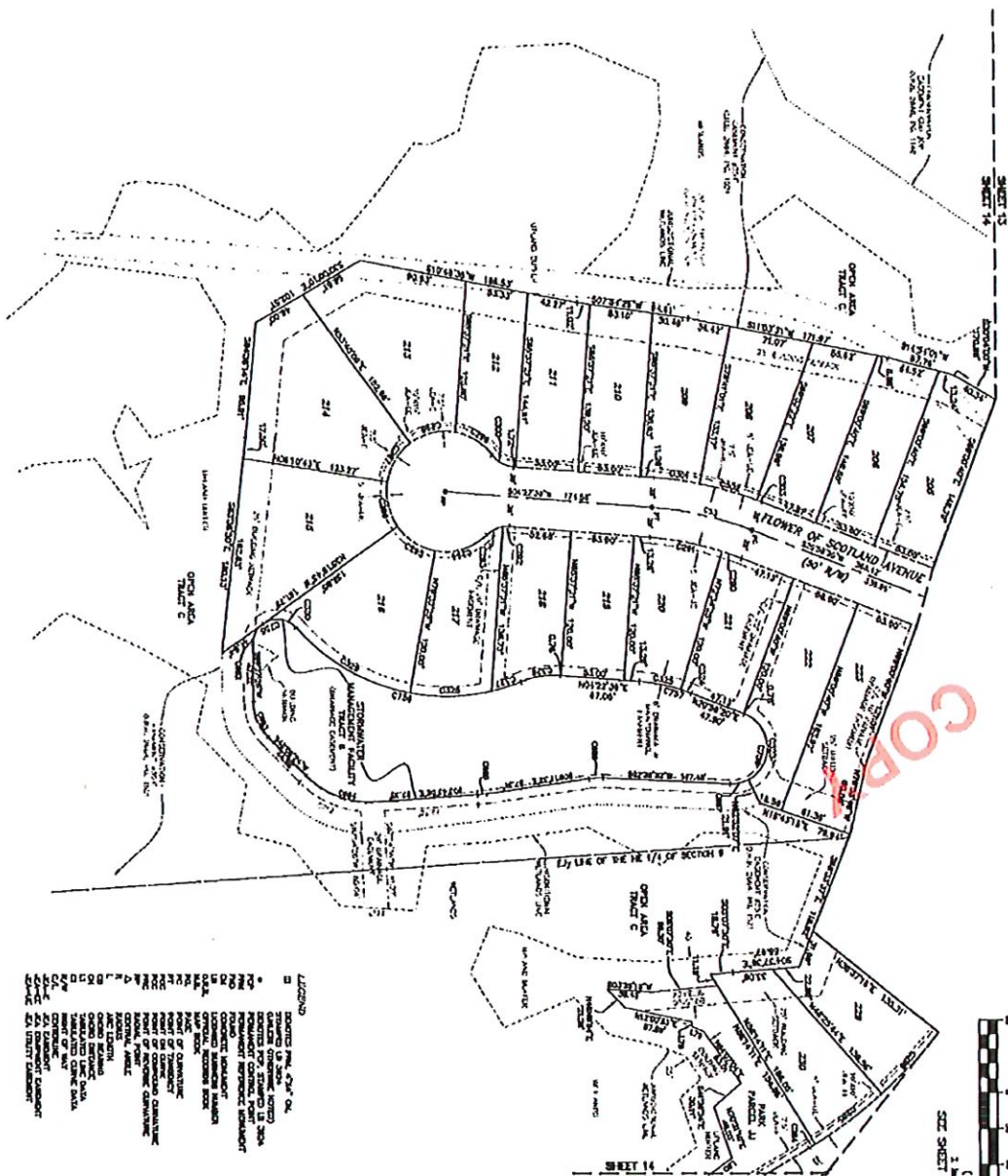

Marilee Giles, District Manager

cc: Kyle Magee, District Counsel

¹ Note that any email correspondence to District Staff may constitute a public record.

A PORTION OF SECTIONS 3, 4, AND 9, TOWNSHIP 5 SOUTH, RANGE 27 EAST,
ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 60 PAGE 71
SHEET 14 OF 21 SHEETS



	IDENTITY	NAME	DATE
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PREPARED BY:
ROBERT M. ANGAS ASSOCIATES, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32235 (904) 642-2330
CERTIFICATE OF AUTHORIZATION NO. LB 3624

D.

**Aberdeen Community Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092**

August 3, 2026

FedEx and U.S. Mail

**Richard and Paula Olszewski
164 Flower of Scotland Avenue
Saint Johns, Florida 32259**

Re: Aberdeen Community Development District – Easement Encroachment Follow-Up

Dear Mr. and Mrs. Olszewski:

I serve as District Manager for the Aberdeen Community Development District (the “District”), a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*. I am writing as a follow-up to my previous correspondence dated May 15, 2026, a copy of which is enclosed. As stated previously, a recent review shows that certain landscaping, fencing and/or other improvements on your lot encroach upon easement areas and are impeding the District’s ability to operate and maintain its stormwater improvements located adjacent to your property.

In the previous correspondence, it was requested that you take any necessary action to remove the fencing and/or other improvements within forty-five (45) days. It has come to the attention of the District that no action has been taken on your part regarding the fencing and/or improvements within the District easements on your property as of the date of mailing of this letter.

At the District’s July 28th, 2026 Board of Supervisors meeting, the Board provided direction to staff to extend the time permitted to remove the fencing and improvements from the District easement until the date of the of the Board’s next meeting, August 25, 2026 at 6:00 P.M. This issue will be placed on the agenda for the August meeting and the Board will discuss further steps to enforce its easement if the fencing in question has not been removed at that time including, but not limited to, removal of the fencing and recover of costs from you. If you would like to address the Board at the meeting regarding this issue you will be given an opportunity to do so.

Please take any necessary action to remove the fencing and/or other improvements prior to the next Board meeting and contact my office once this has been completed. Nothing in this letter shall be construed as a waiver of any rights the District may have with respect to this matter.

If you have any questions, please contact me at mgiles@gmsnf.com¹ or 904.940-5850 x412. Thank you for your cooperation.

Sincerely,



Marilee Giles
District Manager

cc: Kyle Magee, District Counsel

¹ Note that any email correspondence to District Staff may constitute a public record.

Aberdeen Community Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092

May 15, 2026

FedEx and U.S. Mail
Richard and Paula Olszewski
164 Flower of Scotland Avenue
Saint Johns, Florida 32259

Re: Aberdeen Community Development District - Easement Encroachments

Dear Mr. and Mrs. Olszewski

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As shown on the Plat for ABERDEEN (D.R. HORTON ~ PHASE 1) recorded in Map Book 60 Page 71 of the Official Records of St. Johns County, there is a portion of a 20' Drainage Easement ("Easement") located on the northern portion of your property. The District utilizes these easements throughout the community to access and maintain the ponds, drainage system, landscaping, or other improvements for the benefit of the community. Consequently, improvements that block access to the Easement, such as fences and other structures, are prohibited. The Homeowners Association is not permitted to grant residents the ability to erect fencing or other improvements within the Easement. Please note that the stormwater pond adjacent to your property is subject to a St. Johns River Water Management District Permit. Currently, all access to the stormwater pond is cut off due to fencing within the District's easements to the stormwater pond and the District is being prevented from providing maintenance to it.

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Sincerely,



Marilee Giles, District Manager

cc: Kyle Magee, District Counsel

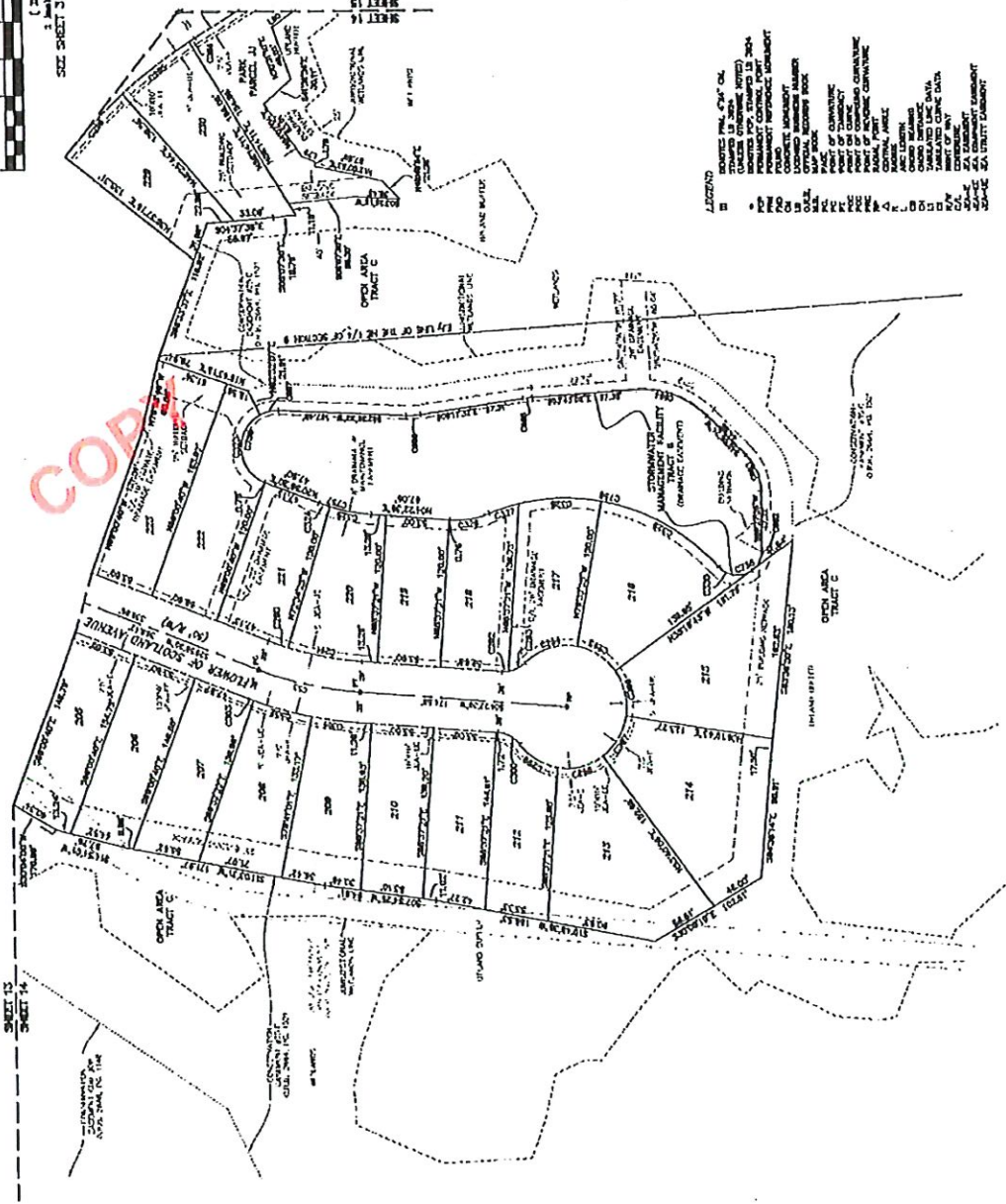
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ABERDEEN (D.R. HORTON ~ PHASE I)
A PORTION OF SECTIONS 3, 4, AND 9, TOWNSHIP 5 SOUTH, RANGE 27 EAST,
ST. JOHNS COUNTY, FLORIDA.

GRAPHIC SCALE



SEE SHEET 3 OF 21 FOR NOTES



NO.	SECTION	OWNER	ACRES
1	3	...	...
2	4	...	...
3	9	...	...
4	...	...	...

- LEGEND**
- 1. BOUNDARY OF LOT 1
 - 2. BOUNDARY OF LOT 2
 - 3. BOUNDARY OF LOT 3
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 - 100. BOUNDARY OF LOT 100

PREPARED BY:
ROBERT M. ANGAS ASSOCIATES, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8830
CERTIFICATE OF AUTHORIZATION NO. LB 3624

SIXTH ORDER OF BUSINESS

Aberdeen

Community Development District

Approved Budget
FY 2027

Presented by:



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Aberdeen
Community Development District
Approved Budget
General Fund

Description	Adopted Budget FY 2026	Actuals Thru 7/31/26	Projected Next 2 Months	Projected Thru 9/30/26	Approved Budget FY 2027
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REVENUES:

Special Assessments - On Roll	\$ 1,478,375	\$ 1,486,592	\$ -	\$ 1,478,327	\$ 1,581,577
Interest income	15,000	12,376	1,000	13,376	10,000
Amenities Revenue/Misc	15,000	22,590	2,500	25,090	15,000

TOTAL REVENUES	\$ 1,508,375	\$ 1,521,558	\$ 3,500	\$ 1,516,793	\$ 1,606,577
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EXPENDITURES:

Administrative

Supervisor Fees	\$ 12,000	\$ 8,000	\$ 2,000	\$ 10,000	\$ 12,000
FICA Expense	918	612	153	765	918
Assessment Roll Administration	5,899	5,899	-	5,899	6,253
Engineering Fees	10,000	6,701	3,299	10,000	10,000
Arbitrage Rebate	600	600	600	1,200	600
Dissemination Agent	9,202	7,968	1,234	9,202	9,700
Attorney Fees	27,000	31,440	6,000	37,440	27,000
Annual Audit	3,475	4,200	4,200	8,400	4,300
Trustee Fees	9,000	6,139	2,861	9,000	9,000
Management Fees	62,288	51,907	10,381	62,288	66,025
Information Technology	2,124	1,770	354	2,124	2,251
Telephone	500	269	231	500	500
Postage & Delivery	2,000	2,480	100	2,580	2,000
Printing & Binding	1,000	2,303	200	2,503	1,000
Insurance General Liability	14,050	13,239	-	13,239	14,563
Legal Advertising	2,000	1,416	584	2,000	2,000
Office Supplies	200	53	147	200	200
Other Current Charges	100	629	450	1,079	1,000
Dues, Licenses & Subscriptions	175	175	-	175	175

TOTAL ADMINISTRATIVE	\$ 162,531	\$ 145,799	\$ 32,794	\$ 178,593	\$ 169,485
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Operations & Maintenance

Amenity Center

Insurance	\$ 57,064	\$ 51,666	\$ -	\$ 51,666	\$ 50,183
Repairs & Replacements	75,000	60,527	14,473	75,000	75,000
Special Events	20,000	19,896	104	20,000	20,000
Staff Uniforms	1,000	736	264	1,000	1,000
Recreational Supplies	900	1,630	-	1,630	900
Recreational Passes	1,000	1,000	-	1,000	1,000
Other Current Charges	500	-	500	500	-
Permit Fees	800	717	83	800	800
Office Supplies	2,000	1,360	640	2,000	2,000
Credit Card Machine Fees	900	842	58	900	900
Pest Control	3,000	2,758	956	3,714	4,000
Pool Chemicals - Poolsure	33,000	31,139	1,861	33,000	40,000
Refuse Service	16,000	13,915	3,000	16,915	18,000
Security	10,752	8,998	2,000	10,998	10,752
Website	1,800	1,650	150	1,800	1,800
Holiday Decorations	7,000	6,901	99	7,000	7,000
Subscriptions	2,000	1,790	262	2,052	2,000

Aberdeen
Community Development District
Approved Budget
General Fund

Description	Adopted Budget FY 2026	Actuals Thru 7/31/26	Projected Next 2 Months	Projected Thru 9/30/26	Approved Budget FY 2027
<u>Utilities</u>					
Water & Sewer	21,000	16,214	4,786	21,000	21,960
Electric	39,600	28,690	10,910	39,600	39,600
Cable/Internet/Phone	20,000	14,205	3,795	18,000	18,600
<u>Management Contracts</u>					
Field Operations Management - FirstService	88,924	71,642	17,282	88,924	88,924
Pool Attendants/Lifeguards - RMS	52,000	40,537	11,463	52,000	52,000
Facility Management - FirstService	116,486	92,531	23,954	116,486	116,486
Janitorial Services - FirstService	59,472	42,728	16,744	59,472	59,472
General Facility Maintenance - FirstService	67,584	52,897	14,687	67,584	67,584
Resident Services Coordinator- FirstService	90,838	53,385	37,453	90,838	90,838
Management Fee - FirstService	14,928	12,540	2,388	14,928	15,372
Auto/Phone Allowance - FirstService	-	900	500	1,400	1,200
Fitness Center Cleaning - Jani King	19,584	16,320	3,264	19,584	20,322
TOTAL AMENITY CENTER	\$ 823,132	\$ 648,116	\$ 171,675	\$ 819,792	\$ 827,693
<u>Ground Maintenance</u>					
Electric	\$ 16,000	\$ 12,029	\$ 3,971	\$ 16,000	\$ 16,564
Streetlighting	40,000	29,640	7,360	37,000	37,860
Lake Maintenance	35,000	28,085	5,350	33,435	35,000
Landscape Maintenance	271,653	221,569	50,083	271,653	235,413
Landscape Contingency	30,000	27,279	2,000	29,279	30,000
Common Area Maintenance	13,000	3,791	9,209	13,000	-
Repairs & Replacements	-	-	-	-	13,000
Reuse Water	38,000	31,900	6,100	38,000	42,480
Irrigation Repairs	9,060	1,096	7,964	9,060	9,000
TOTAL GROUND MAINTENANCE	\$ 452,713	\$ 355,390	\$ 92,037	\$ 447,426	\$ 419,317
<u>Reserves</u>					
Capital Reserve Fund	\$ 70,000	\$ -	\$ 70,000	\$ 70,000	\$ 190,082
TOTAL RESERVES	\$ 70,000	\$ -	\$ 70,000	\$ 70,000	\$ 190,082
TOTAL EXPENDITURES	\$ 1,508,375	\$ 1,149,305	\$ 366,506	\$ 1,515,811	\$ 1,606,577
<u>Other Sources/(Uses)</u>					
Interfund Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OTHER SOURCES/(USES)	\$ -	\$ -	\$ -	\$ -	\$ -
EXCESS REVENUES (EXPENDITURES)	\$ -	\$ 372,253	\$ (363,006)	\$ 982	\$ -

Aberdeen
Community Development District
Budget Narrative
Fiscal Year 2027

REVENUES

Special Assessments-Tax Roll

The District will levy a Non-Ad Valorem assessment on all sold and platted parcels within the District in order to pay for the operating expenditures during the Fiscal Year.

Interest Income

The District earns interest on the monthly average collected balance for each of their investment accounts.

Amenities Revenues/Miscellaneous

Income received from residents for rental of clubroom or patio and special events deposits.

Expenditures - Administrative

Supervisors Fees

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting they attend. The budgeted amount for the fiscal year is based on all supervisors attending 12 meetings.

FICA Taxes

Payroll taxes on Board of Supervisor's compensation. The budgeted amount for the fiscal year is calculated at 7.65% of the total Board of Supervisor's payroll expenditures.

Assessment Roll Administration

Governmental Management Services, LLC serves as the District's Assessment Administrator responsible for certifying annual assessments to County Tax Collector, billing and collection of direct assessments, collection of prepaid assessments, maintaining lien book, etc.

Engineering Fees

The District's engineering firm, DCCM Infrastructure, Inc, will be providing general engineering services to the District, including attendance and preparation for monthly board meetings, review invoices, etc.

Arbitrage Rebate

The District is required to annually have an arbitrage calculation on the District's Series 2020A-1 & 2020A-2 Special Assessment Bonds. The District has contracted with Grau and Associates, an independent audit firm to calculate the rebate liability and submit a report to the District.

Dissemination Agent

The District is required by the Security and Exchange Commission to comply with Rule 15(c)(2)-12(b)(5), which relates to additional reporting requirements for un-rated bond issues.

<u>Vendor</u>	<u>Description</u>	<u>Monthly</u>	<u>Annual</u>
GMS	Dissemination Agent	\$ 775	\$ 9,300
Disclosure Services	Revised Amortization Schedules		400
	Total		\$ 9,700

Annual Audit

The District is required annually to conduct an audit of its financial records by Grau and Associates, an Independent Certified Public Accounting Firm.

Trustee Fees

The District issued Series 2018, Series 2020A-1, and Series 2020A-2 Special Assessment Bonds, which are held with a Trustee at US Bank. The amount of the trustee fees is based on the agreement between US Bank and the District.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services, LLC. The budgeted amount for the fiscal year is based on the contracted fees outlined in Exhibit "A" of the Management Agreement.

Aberdeen
Community Development District
Budget Narrative
Fiscal Year 2027

Expenditures - Administrative (continued)
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Information Technology

The cost related to District's accounting and information systems, District website creation and maintenance, electronic compliance with Florida Statutes and other electronic data requirements.

Telephone

Internet and Wi-Fi service for the office.

Postage & Delivery

Actual postage and/or freight used for District mailings including agenda packages, vendor checks and other correspondence.

Printing & Binding

Copies used in the preparation of agenda packages, required mailings, and other special projects.

Insurance General Liability

The District's General Liability & Public Officials Liability Insurance policy is with Florida Insurance Alliance. FIA specializes in providing insurance coverage to governmental agencies.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings and other public hearings in a newspaper of general circulation.

Office Supplies

Supplies used in the preparation and binding of agenda packages, required mailings, and other special projects.

Other Current Charges

This includes monthly bank charges and any other miscellaneous expenses incurred during the year.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Commerce for \$175.

Expenditures - Amenity Center

Insurance

The District's Property Insurance policy is with EGIS Insurance Advisors LLC. EGIS Insurance Advisors specializes in providing insurance coverage to governmental agencies. The amount budgeted represents the estimated premium for property insurance related to the Amenity Center and other CDD-owned improvements.

Repairs & Replacements

Regular maintenance and replacement cost incurred by the Amenity Center of the District.

Special Events

Represents estimated costs for the District to host special events for the community throughout the Fiscal Year.

Staff Uniforms

Represents the cost for FirstService Residential staff - front desk and maintenance.

Recreational Supplies

Represents the cost for special event supplies such as games, ping pong, corn hole, etc.

Recreation Passes

Represents the estimated cost for access cards purchased by the District's Amenity Center.

Permit Fees

Represents Permit Fees paid to the Florida Department of Health for the swimming pool.

Office Supplies

Represents any supplies needed for the operation of the Amenity Center.

Credit Card Machine Fees

Fees associated with using the merchant machine to run credit card transactions to collect facility revenue for rentals and access cards.

Pest Control

The District is contracted with Turner Pest Control to provide monthly pest control services for the amenity centers.

Aberdeen
Community Development District
Budget Narrative
Fiscal Year 2027

Expenditures - Amenity Center (continued)

Pool Chemicals

PoolSure will provide the necessary chemicals for the Amenity Center pool.

Vendor		Monthly	Annual
PoolSure	\$	3,333	\$ 40,000

Refuse Service

GFL Environmental provides garbage disposal service for the District.

Vendor		Monthly	Annual
GFL Environmental	\$	1,500	\$ 18,000

Security

The District is contracted with Hi-Tech Security to provide security monitoring for the Amenity Center and Fitness Center.

Vendor		Monthly	Annual
Hi-Tech	\$	896	\$ 10,752

Website

The District contracts with Unicorn Web Development to provide website licensing and services.

Vendor		Monthly	Annual
Unicorn Web Development	\$	150	\$ 1,800

Holiday Decorations

Estimated cost for holiday preparation of the Amenity Center.

Subscription

Estimated costs of subscriptions including program channels and music licenses at the Fitness Center, as well as Constant Contact for resident communications.

Water & Sewer

JEA provides the cost of water / sewer associated with the Recreation Facility.

Meter	Location		Monthly	Annual
85979420	110 Flower of Scotland Ave	\$	80	\$ 960
68090745	110 Flower of Scotland Ave		900	10,800
84792274	110 Flower of Scotland Ave		400	4,800
85979420	110 Flower of Scotland Ave-SEWER		200	2,400
88781351	96 Bush Pl-SEWER		200	2,400
	Contingency		50	600
Total		\$	1,830	\$ 21,960

Electric

JEA provides the cost of electric associated with the Recreation Facility.

Meter	Location		Monthly	Annual
22489811	110 Flower of Scotland Ave	\$	3,200	\$ 38,400
	Contingency		100	1,200
Total		\$	3,300	\$ 39,600

Cable/Internet/Telephone

The District's estimated cost for cable television, internet & telephone services for the Amenity Center provided by Comcast.

Account	Location		Monthly	Annual
xx-0012	96 Bush Pl	\$	600	\$ 7,200
xx-1961	110 Flower of Scotland Ave		600	7,200
xx-9062	110 Flower of Scotland Ave		300	3,600
	Contingency		50	600
Total		\$	1,550	\$ 18,600

Field Operation Management

The District is under contract with First Service for onsite field management of contracts for District services such as landscaping, amenity & pool facilities, lake maintenance, etc. Amount includes projected salary, labor burden, and healthcare costs.

Vendor		Monthly	Annual
First Service	\$	7,410	\$ 88,924

Aberdeen
Community Development District
Budget Narrative
Fiscal Year 2027

Expenditures - Amenity Center (continued)

Pool Attendants/Lifeguards

The District is under contract with Riverside Management Services, LLC to provide lifeguards during the operating season for the pool. Amount based on proposed contract.

Facility Management

Cost to provide management for the Amenity Center. Amount based on proposed contract with First Service. Amount includes projected salary, labor burden, and healthcare costs.

Vendor	Monthly	Annual
First Service	\$ 9,707	\$ 116,486

Janitorial Services

Amount based on proposed contract with First Service to provide janitorial services for the Amenity Center and the Fitness Center. Amount includes projected salary, labor burden, and healthcare costs.

Vendor	Monthly	Annual
First Service	\$ 4,956	\$ 59,472

General Facility Maintenance

Amount based on proposed contract with First Service to provide routine repairs and maintenance for the Amenity Center. Amount includes projected salary, labor burden, and healthcare costs.

Vendor	Monthly	Annual
First Service	\$ 5,632	\$ 67,584

Resident Services Coordinator

Amount based on proposed contract with First Service to cover office, assist members, assist with events. Amount includes projected salary, labor burden, and healthcare costs.

Vendor	Monthly	Annual
First Service	\$ 7,570	\$ 90,838

Management Fees

The District is contracted with First Service to provide annual corporate support. Amount includes projected salary, labor burden, and healthcare costs.

Vendor	Monthly	Annual
First Service	\$ 1,281	\$ 15,372

Auto/Phone Allowance

This line item represents monthly cell phone allowances for the General Manager and a field operations.

Fitness Center Cleaning

The District is contracted with Jani-King of Jacksonville to provide janitorial services for the gym, restroom, and aerobics room located at 110 Flower of Scotland Avenue.

Vendor	Monthly	Annual
Jani-King	\$ 1,694	\$ 20,322

Expenditures - Ground Maintenance

Electric

JEA provides the cost of electricity for signage lighting and entry feature lighting for the District.

Meter	Location	Monthly	Annual
24063282	100 Flower of Scotland Ave Apt SG01	\$ 40	\$ 480
23663894	100 Scotland Yard Blvd	35	420
24063266	100 William Penney Way Apt SG01	35	420
24075130	111 Prince Albert Av APT FS01	45	540
20193412	126 Burnett Ct Apt FS01	400	4,800
22969631	1300 Shetland Dr Apt LL01	35	420
24075074	138 Prince Albert Av Aprt IR01	55	660
24075131	17 Shetland Dr Apt SG01	35	424
24075098	191 Prince Albert AV Apt SG01	30	360
24078167	30 Scotch Pebble Dr APT SG01	40	480
24083898	3394 Longleaf Pine PY	40	480
23663879	4788 Longleaf Pine PY APT SG 01	40	480
24075099	5040 Longleaf Pine Py Apt SG01	40	480
24063288	70 Glenlivet Wy Apt SG01	40	480
23663880	90 Queen Victoria Av	40	480
23663889	91 Prince Albert Av	40	480
23656020	944 Rustlewood LA Apt FS01	300	3,600
24063272	99 Mahogany Bay Dr Apt SG01	40	480
	Contingency	50	600
Total		\$ 1,380	\$ 16,564

Aberdeen
Community Development District
Budget Narrative
Fiscal Year 2027

Expenditures – Ground Maintenance (continued)

Street Lighting

JEA provides the District's street lighting for the community. The amount is based upon the agreement plus estimated cost for fuel charges.

Meter	Location	Monthly	Annual
70W/241 UNITS	119 Shetland Dr	\$ 2,100	\$ 25,200
40W/51 UNITS	1300 Shetland Dr Apt ARLT	450	5,400
40W/27 UNITS	764 Shetland Dr Apt IR01	250	3,000
40W/23 UNITS	90 Queen Victoria	210	2,520
40W/5 UNITS	992 Shetland Dr Apt IR01	45	540
	Contingency	100	1,200
Total		\$ 3,155	\$ 37,860

Lake Maintenance

The District has contracted with Future Horizons, Inc. for the maintenance of 38 ponds on District property. GMS is also contracted to inspect and clean lakes and outfall structures.

Landscape Maintenance

The District has contracted with The Greenery of North Florida, Inc., to maintain the common areas of the District.

Landscape Contingency

Represents additional landscape services not provided in contracted services. Services include, but are not limited to, installing mulch, removing trees, and seasonal flower rotation.

Repairs & Replacements

Regular maintenance and replacement cost incurred to maintain the common areas of the District.

Reuse Water

Water, sewer, and irrigation systems cost for the District based on JEA projected rates.

Meter	Location	Monthly	Annual
91660399	100 Flower of Scotland Ave	\$ 40	\$ 480
85740399	100 Scotland Yard Blvd	750	9,000
89241776	100 William Penney Way	80	960
83714253	101 Flower of Scotland Ave	90	1,080
85342751	1290 Shetland Dr Apt IR01	110	1,320
85740420	130 Veterans PY	70	840
94139165	133 Celtic Wedding Dr	25	299
83713776	1591 Shetland Dr Apt IR01	25	299
78582269	17 Shetland Dr	90	1,080
72122492	176 River Dee Dr	135	1,624
514049944	191 Prince Albert Av Apt IR01	25	299
90023024	200 W Adelaide Dr	35	420
83714368	299 Glasgow Dr Apt IR01	30	360
84332498	3924 Longleaf Pine Py	70	840
94237077	437 S Aberdeenshire Dr	30	360
67153684	4788 Longleaf Pine PY	50	600
91679850	482 S Aberdeenshire Dr	30	360
514012945	5040 Longleaf Pine PY	130	1,560
85015950	559 Grampian Highlands Dr	90	1,080
83714400	572 Glasgow Dr Apt IR01	60	720
83459857	650 Fort William Dr	40	480
81948219	711 Irish Tartan Way	30	360
81948213	764 Shetland Dr Apt IR01	30	360
85740407	90 Queen Victoria Av	650	7,800
85083599	91 Prince Albert Av	600	7,200
88781351	96 Bush Pl	60	720
71731594	99 Mahogany Bay Dr	40	480
81848453	992 Shetland Dr Apt IR01	25	299
	Contingency	100	1,200
Total		\$ 3,540	\$ 42,480

Irrigation Repairs

Miscellaneous irrigation repairs and maintenance cost for the District.

Capital Reserve Fund

The District will establish a reserve to fund the renewal and replacement of District's capital related facilities.

Aberdeen

Community Development District

Approved Budget

Debt Service Series 2020A1 & A2 Special Assessment Refunding Bonds

Description	Adopted Budget FY 2026	Actuals Thru 7/31/26	Projected Next 2 Months	Projected Thru 9/30/26	Approved Budget FY 2027
REVENUES:					
Special Assessments-On Roll	\$ 1,928,685	\$ 1,953,508	\$ -	\$ 1,942,646	\$ 1,925,543
Interest Earnings	10,000	50,007	1,000	51,007	10,000
Carry Forward Surplus ⁽¹⁾	652,744	691,346	-	691,346	718,711
TOTAL REVENUES	\$ 2,591,429	\$ 2,694,861	\$ 1,000	\$ 2,684,999	\$ 2,654,254
EXPENDITURES:					
2020 A1					
Interest 11/1	\$ 246,219	\$ 246,219	\$ -	\$ 246,219	\$ 219,969
Principal Prepayment 11/1	-	10,000	-	10,000	-
Interest 5/1	246,219	245,969	-	245,969	219,969
Principal 5/1	1,045,000	1,040,000	-	1,040,000	1,095,000
2020 A2					
Interest 11/1	84,550	84,550	-	84,550	78,494
Interest 5/1	84,550	84,550	-	84,550	78,494
Principal 5/1	255,000	255,000	-	255,000	265,000
TOTAL EXPENDITURES	\$ 1,961,538	\$ 1,966,288	\$ -	\$ 1,966,288	\$ 1,956,925
Other Sources/(Uses)					
Interfund transfer In/(Out)	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OTHER SOURCES/(USES)	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 1,961,538	\$ 1,966,288	\$ -	\$ 1,966,288	\$ 1,956,925
EXCESS REVENUES (EXPENDITURES)	\$ 629,892	\$ 728,573	\$ 1,000	\$ 718,711	\$ 697,329

⁽¹⁾ Carry Forward is Net of Reserve Requirement

Interest Due 11/1/27 \$ 264,794

Aberdeen
Community Development District

Debt Service Series 2020 A1 Special Assessment Refunding Bonds
AMORTIZATION SCHEDULE (Combined)

Period	Outstanding Balance	Principal	Interest	Annual Debt Service
11/01/26	12,885,000		219,969	1,505,938
05/01/27	12,885,000	1,095,000	219,969	
11/01/27	11,790,000		192,594	1,507,563
05/01/28	11,790,000	1,150,000	192,594	
11/01/28	10,640,000		163,844	1,506,438
05/01/29	10,640,000	1,195,000	163,844	
11/01/29	9,445,000		149,653	1,508,497
05/01/30	9,445,000	1,225,000	149,653	
11/01/30	8,220,000		133,575	1,508,228
05/01/31	8,220,000	1,260,000	133,575	
11/01/31	6,960,000		113,100	1,506,675
05/01/32	6,960,000	1,305,000	113,100	
11/01/32	5,655,000		91,894	1,509,994
05/01/33	5,655,000	1,345,000	91,894	
11/01/33	4,310,000		70,038	1,506,931
05/01/34	4,310,000	1,390,000	70,038	
11/01/34	2,920,000		47,450	1,507,488
05/01/35	2,920,000	1,435,000	47,450	
11/01/35	1,485,000		24,131	1,506,581
05/01/36	1,485,000	1,485,000	24,131	1,509,131
Total		\$ 12,885,000	\$ 2,412,494	\$ 15,297,494

Aberdeen
Community Development District

Debt Service Series 2020 A2 Special Assessment Refunding Bonds
AMORTIZATION SCHEDULE (Combined)

Period	Outstanding Balance	Principal	Interest	Annual Debt Service
11/01/26	3,305,000		78,494	421,988
05/01/27	3,305,000	265,000	78,494	
11/01/27	3,040,000		72,200	424,400
05/01/28	3,040,000	280,000	72,200	
11/01/28	2,760,000		65,550	421,100
05/01/29	2,760,000	290,000	65,550	
11/01/29	2,470,000		58,663	422,325
05/01/30	2,470,000	305,000	58,663	
11/01/30	2,165,000		51,419	422,838
05/01/31	2,165,000	320,000	51,419	
11/01/31	1,845,000		43,819	422,638
05/01/32	1,845,000	335,000	43,819	
11/01/32	1,510,000		35,863	421,725
05/01/33	1,510,000	350,000	35,863	
11/01/33	1,160,000		27,550	425,100
05/01/34	1,160,000	370,000	27,550	
11/01/34	790,000		18,763	422,525
05/01/35	790,000	385,000	18,763	
11/01/35	405,000		9,619	424,238
05/01/36	405,000	405,000	9,619	
Total		\$ 3,305,000	\$ 923,875	\$ 4,228,875

Aberdeen
Community Development District
Approved Budget
Debt Service Series 2018 Special Assessment Bonds

Description	Adopted Budget FY 2026	Actuals Thru 7/31/26	Projected Next 2 Months	Projected Thru 9/30/26	Approved Budget FY 2027
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REVENUES:

Special Assessments-On Roll	\$ 133,250	\$ 135,425	\$ -	\$ 134,672	\$ 133,061
Interest Earnings	5,000	4,000	150	4,150	2,000
Carry Forward Surplus ⁽¹⁾	54,303	58,417	-	58,417	57,451
TOTAL REVENUES	\$ 192,554	\$ 197,841	\$ 150	\$ 197,238	\$ 192,512

EXPENDITURES:

Interest - 11/1	\$ 44,958	\$ 44,958	\$ -	\$ 44,958	\$ 43,803
Principal Prepayment 11/1	-	5,000	-	5,000	-
Interest - 5/1	44,958	44,830	-	44,830	43,803
Principal - 5/1	40,000	40,000	-	40,000	40,000
Principal Prepayment 5/1	-	5,000	-	5,000	-
TOTAL EXPENDITURES	\$ 129,915	\$ 139,788	\$ -	\$ 139,788	\$ 127,605

Other Sources/(Uses)

Interfund transfer In/(Out)	\$ -	\$ 113	\$ (113)	\$ -	\$ -
TOTAL OTHER SOURCES/(USES)	\$ -	\$ 113	\$ (113)	\$ -	\$ -
TOTAL EXPENDITURES	\$ 129,915	\$ 139,674	\$ 113	\$ 139,788	\$ 127,605
EXCESS REVENUES (EXPENDITURES)	\$ 62,639	\$ 58,167	\$ 37	\$ 57,451	\$ 64,907

⁽¹⁾ Carry Forward is Net of Reserve Requirement

Interest Due 11/1/27

\$42,903

Aberdeen
Community Development District

Debt Service Series 2018 Special Assessment Bonds
AMORTIZATION SCHEDULE (Combined)

Period	Outstanding Balance	Principal	Interest	Annual Debt Service
11/01/26	1,745,000		43,803	127,605
05/01/27	1,745,000	40,000	43,803	
11/01/27	1,705,000		42,903	130,805
05/01/28	1,705,000	45,000	42,903	
11/01/28	1,660,000		41,890	128,780
05/01/29	1,660,000	45,000	41,890	
11/01/29	1,615,000		40,878	131,755
05/01/30	1,615,000	50,000	40,878	
11/01/30	1,565,000		39,628	129,255
05/01/31	1,565,000	50,000	39,628	
11/1/2031	1,515,000		38,378	131,755
5/1/2032	1,515,000	55,000	38,378	
11/1/2032	1,460,000		37,003	129,005
5/1/2033	1,460,000	55,000	37,003	
11/1/2033	1,405,000		35,628	131,255
5/1/2034	1,405,000	60,000	35,628	
11/1/2034	1,345,000		34,128	128,255
5/1/2035	1,345,000	60,000	34,128	
11/1/2035	1,285,000		32,628	130,255
5/1/2036	1,285,000	65,000	32,628	
11/1/2036	1,220,000		31,003	132,005
5/1/2037	1,220,000	70,000	31,003	
11/1/2037	1,150,000		29,253	128,505
5/1/2038	1,150,000	70,000	29,253	
11/1/2038	1,080,000		27,503	130,005
5/1/2039	1,080,000	75,000	27,503	
11/1/2039	1,005,000		25,628	131,255
5/1/2040	1,005,000	80,000	25,628	
11/1/2040	925,000		23,588	132,175
5/1/2041	925,000	85,000	23,588	
11/1/2041	840,000		21,420	132,840
5/1/2042	840,000	90,000	21,420	
11/1/2042	750,000		19,125	128,250
5/1/2043	750,000	90,000	19,125	
11/1/2043	660,000		16,830	128,660
5/1/2044	660,000	95,000	16,830	
11/1/2044	565,000		14,408	128,815
5/1/2045	565,000	100,000	14,408	
11/1/2045	465,000		11,858	128,715
5/1/2046	465,000	105,000	11,858	
11/1/2046	360,000		9,180	133,360
5/1/2047	360,000	115,000	9,180	
11/1/2047	245,000		6,248	132,495
5/1/2048	245,000	120,000	6,248	
11/1/2048	125,000		3,188	131,375
5/1/2049	125,000	125,000	3,188	
Total		\$ 1,745,000	\$ 1,252,180	\$ 2,997,180

Aberdeen
Community Development District
Approved Budget
Capital Reserve Fund

Description	Adopted Budget FY 2026	Actuals Thru 7/31/26	Projected Next 2 Months	Projected Thru 9/30/26	Approved Budget FY 2027
REVENUES:					
Interest Income	\$ 10,000	\$ 13,698	\$ 500	\$ 14,198	\$ 10,000
Impact fees	-	20,259	-	20,259	-
Capital Reserve Funding - Transfer In	70,000	-	70,000	70,000	190,082
Carry Forward Balance	528,153	559,550	-	559,550	604,392
TOTAL REVENUES	\$ 608,153	\$ 593,507	\$ 70,500	\$ 664,007	\$ 804,474
EXPENDITURES:					
Capital Outlay					
Capital Outlay	\$ 100,000	\$ 350	\$ 20,000	\$ 20,350	\$ 50,000
Repair and Replacements	100,000	23,504	5,000	28,504	50,000
Pond Repairs	-	-	-	-	80,000
Other Current Charges	1,000	10,261	500	10,761	5,000
TOTAL EXPENDITURES	\$ 201,000	\$ 34,115	\$ 25,500	\$ 59,615	\$ 185,000
Other Sources/(Uses)					
Transfer in/(Out)	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OTHER SOURCES/(USES)	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 201,000	\$ 34,115	\$ 25,500	\$ 59,615	\$ 185,000
EXCESS REVENUES (EXPENDITURES)	\$ 407,153	\$ 559,392	\$ 45,000	\$ 604,392	\$ 619,474

Aberdeen
Community Development District
Non-Ad Valorem Assessments Comparison
2026-2027

Neighborhood		O&M Units	Annual Maintenance Assessments			
			FY 2027	FY 2026	Increase/ (decrease)	
Single Family 80	233		\$1,230.43	\$1,150.14	\$80.29	7%
Single Family 73	330		\$1,124.50	\$1,051.12	\$73.38	7%
Single Family 63	337		\$969.68	\$906.40	\$63.27	7%
Single Family 53	628		\$814.86	\$761.68	\$53.17	7%
Multi-Family	408		\$407.43	\$380.84	\$26.59	7%
Commercial	42,000		\$407.43	\$380.84	\$26.59	7%
Office	7,000		\$407.43	\$380.84	\$26.59	7%
Total	50,936					

A.

RESOLUTION 2026-07
[FY 2027 APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE ABERDEEN COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 ("**FY 2027**"), the District Manager prepared and submitted to the Board of Supervisors ("**Board**") of the Aberdeen Community Development District ("**District**") prior to June 15, 2026, proposed budget(s) ("**Proposed Budget**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local general-purpose government(s) having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing on the Proposed Budget and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District's website in accordance with Section 189.016, *Florida Statutes*; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year.

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

SECTION 1. BUDGET

- a. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Aberdeen Community Development District for the Fiscal Year Ending September 30, 2027."

- c. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Section 189.016, *Florida Statutes* and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for FY 2027, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2027 or within 60 days following the end of the FY 2027 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District's website in accordance with Section 189.016, *Florida Statutes*, and remain on the website for at least two (2) years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 25th DAY OF AUGUST, 2026.

ATTEST:

**ABERDEEN COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2027 Budget

B.

RESOLUTION 2026-08
[FY 2027 ASSESSMENT RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ABERDEEN COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR FUNDING FOR THE FY 2027 ADOPTED BUDGET(S); PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Aberdeen Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District, located in St. Johns County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 ("**FY 2027**"), the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**"), attached hereto as **Exhibit A**; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District may fund the Adopted Budget through the levy and imposition of special assessments on benefitted lands within the District and, regardless of the imposition method utilized by the District, under Florida law the District may collect such assessments by direct bill, tax roll, or in accordance with other collection measures provided by law; and

WHEREAS, in order to fund the District's Adopted Budget, the District's Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

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

1. **FUNDING.** The District's Board hereby authorizes the funding mechanisms for the Adopted Budget as provided further herein and as indicated in the Adopted Budget attached hereto as **Exhibit A** and the assessment roll attached hereto as **Exhibit B ("Assessment Roll")**.

2. **OPERATIONS AND MAINTENANCE ASSESSMENTS.**

a. **Benefit Findings.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibit A** and **Exhibit B** and is hereby found to be fair and reasonable.

- b. **O&M Assessment Imposition.** Pursuant to Chapter 190, *Florida Statutes*, a special assessment for operations and maintenance (“**O&M Assessment(s)**”) is hereby levied and imposed on benefitted lands within the District and in accordance with **Exhibit A** and **Exhibit B**. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.
 - c. **Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.
3. **DEBT SERVICE SPECIAL ASSESSMENTS.** The District’s Board hereby certifies for collection the FY 2027 installment of the District’s previously levied debt service special assessments (“**Debt Assessments,**” and together with the O&M Assessments, the “**Assessments**”) in accordance with this Resolution and as further set forth in **Exhibit A** and **Exhibit B**, and hereby directs District staff to affect the collection of the same.
4. **COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.** Pursuant to Chapter 190, *Florida Statutes*, the District is authorized to collect and enforce the Assessments as set forth below.
 - a. **Tax Roll Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on the “**Tax Roll Property**” identified in **Exhibit B** shall be collected by the County Tax Collector at the same time and in the same manner as County property taxes in accordance with Chapter 197, *Florida Statutes* (“**Uniform Method**”). That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County property taxes. The District’s Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
 - b. **Future Collection Methods.** The District’s decision to collect Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.
5. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached hereto as **Exhibit B**, is hereby certified for collection. The Assessment Roll shall be collected pursuant to the collection methods provided above. The proceeds therefrom shall be paid to the District. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.
6. **APPROVAL OF PRIOR ACTIONS.** The actions of the Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretaries, and all District Staff in finalizing the Assessments and Assessment Roll as provided herein are hereby ratified, approved, and confirmed in all respects.

7. **SEVERABILITY; EFFECTIVE DATE.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof. This Resolution shall take effect immediately upon adoption.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED THIS 25th DAY OF AUGUST, 2026.

ATTEST:

**ABERDEEN COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Adopted Budget

Exhibit B: Assessment Roll

SEVENTH ORDER OF BUSINESS

RESOLUTION 2026-09

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
ABERDEEN COMMUNITY DEVELOPMENT DISTRICT ADOPTING
RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Aberdeen Community Development District ("**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Rules of Procedure attached hereto as **Exhibit A** for immediate use and application; and

WHEREAS, the Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

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

SECTION 1. The attached Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Rules of Procedure replace all prior versions of the Rules of Procedure, and shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, *Florida Statutes*.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 25th day of August, 2026.

ATTEST:

ABERDEEN COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Rules of Procedure

EXHIBIT A:
RULES OF PROCEDURE

**RULES OF PROCEDURE
ABERDEEN COMMUNITY DEVELOPMENT DISTRICT
RULE NO. 2026-1**

EFFECTIVE AS OF AUGUST 25, 2026

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Rule 1.0 General.

- (1) The Aberdeen 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 e-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 within the county or counties in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Votes Required. No Board member who is present at any meeting of the District Board at which an official decision, ruling, or other official act is to be taken or adopted may abstain from voting in regard to any such decision, ruling, or act; and a vote shall be recorded or counted for each such Board member present, except when, with respect to any such member, there is, or appears to be, a possible conflict of interest under the provisions of s. 112.311, s. 112.313, or s. 112.3143 of the Florida Statutes.
- (7) 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, 286.012, 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 authorized or required by statute or these Rules, at least seven (7) days', but not 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 within the county or counties in which the District is located. A newspaper is deemed to be a newspaper of "**general circulation**" in the county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1) of the Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published, as such provisions may be amended from time to time by law. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published as provide in Chapter 50 of the Florida Statutes, and such notice published consistent therewith shall satisfy the requirement to give at least seven (7) days' public notice as required herein. 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 (561) 571-0010. 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.”

The date, time, and place of each meeting, hearing, or workshop of the Board shall additionally be posted on the District’s website at least seven (7) days prior to such meeting, hearing, or workshop.

- (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 i) confidential and ii) confidential and exempt information, shall be available to the public at least seven (7) days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

- Call to order
- Roll call
- Public comments
- 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

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 within the county in which the District is located. After an emergency meeting, the Board shall publish in a newspaper of general circulation within the county in which the District is located, 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 or as otherwise provided in the resolution approving the annual budget(s). 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),
 - (b) Florida Statutes; and
 - (c) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
 - (d) Support economical and efficient operations; and
 - (e) Ensure reliability of financial records and reports; and
 - (f) 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, in accordance with the requirements of Section 190.011(5) of the Florida Statutes, and Chapter 120 of the Florida Statutes, including but not limited to Section 120.81(2)(b) of the Florida Statutes. Rulemaking proceedings shall be deemed to have been initiated upon publication of a Notice of Rule Development by the District as required by Section 2 of this Rule. 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. 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) Requirements of a Rule. All District rules as drafted shall:
 - (a) Contain only one subject;
 - (b) Include readable language, meaning it avoids i) the use of obscure words and unnecessarily long or complicated constructions, and ii) the use of unnecessary technical or specialized language that is understood only by members of particular trades or professions;
 - (c) Be indefinite such that the rule does not include a provision whereby the rule, or a portion thereof, automatically expires or is repealed on a specific date or at the end of a specified period, unless otherwise expressly authorized by law; and
 - (d) Only incorporate material by reference in compliance with Section 120.54(1)(i) of the Florida Statutes.
- (3) Statement of Estimated Regulatory Costs. Before adopting, amending, or repealing any rule, other than an emergency rule, the District may prepare a statement of estimated regulatory costs (“**SERC**”) based on the factors set forth in Section 120.541(2) of the Florida Statutes. The District shall prepare a SERC for a proposed rule if in accordance with the requirements of Section 120.541(2) of the Florida Statutes if: i) the proposed rule will have an adverse economic impact on small business; or ii) the proposed rule is likely to directly or indirectly increase regulatory costs in excess of \$200,000 in the aggregate in the state within one (1) year after implementation of the rule.
- (4) 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 (“**Notice of Rule Development**”) setting forth the following:
 - (i) the subject area to be addressed by rule development;
 - (ii) A short, plain explanation of the purpose and effect of the proposed rule;
 - (iii) The grant of rulemaking authority for the proposed rule;
 - (iv) The law being implemented;
 - (v) The proposed rule number; and
 - (vi) If available, either the preliminary text of the proposed rule and any incorporated documents, or a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft of such rule or documents.
- (b) The Notice of Rule Development shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the Notice of Rulemaking required by Section 5 of this Rule, and at least thirty-five (35) days prior to the intended action.

(5) Notice of Rulemaking.

- (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall provide notice of its intended action (the “**Notice of Rulemaking**”) setting forth the following:
 - (i) A short, plain explanation of the purpose and effect of the proposed rule;
 - (ii) The proposed rule number;
 - (iii) A summary of the proposed rule or amendment;
 - (v) The grant of rulemaking authority for the proposed rule;
 - (vi) The law being implemented or interpreted;
 - (vii) The name, e-mail address, and telephone number of the agency employee who may be contacted regarding the intended action;

- (viii) A concise 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, that describes the regulatory impact of the rule in readable language;
 - (ix) The District's website where the statement of estimated regulatory costs can be viewed, in its entirety, if one has been prepared;
 - (x) 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;
 - (xi) A statement as to whether, based on the SERC or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3) of the Florida Statutes;
 - (x) The date, time, and location of the public hearing on the proposed rule;
 - (xi) The name, address, and telephone number of the District contact person who can provide information about the public hearing; and
 - (xii) A reference to both the date on which and the place where the Notice of Rule Development required by Section 4 of this Rule appeared, except when the intended action is the repeal of a rule.
- (b) The Notice of Rulemaking shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days after the Notice of Rule Development required by Section 4 of this Rule, and at least twenty-eight (28) days prior to the intended action. If the Notice of Rulemaking is not published within one-hundred eighty (180) days of the publication of the Notice of Rule Development, then the District's Board shall approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.
- (c) The Notice of Rulemaking shall be mailed or delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days before publication of the notice, 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 of the District's rulemaking proceedings. Such persons must furnish a mailing address or e-

mail address, and may be required to pay the cost of copying and mailing as applicable.

- (d) As of the date of publication of the Notice of Rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the proposed rule, including all material proposed to be incorporated by reference.

(6) Modification of Rules.

(a) Technical Changes.

- (i) Prior to rule adoption, the District shall publish a notice of correction (“**Notice of Correction**”) if any of the information that is required to be included in the Notice of Rulemaking, including technical changes that correct citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, is omitted or is incorrect. A Notice of Correction cannot be used to make substantive changes to the rule text. The Notice of Correction shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the intended action.
- (ii) After rule adoption, a technical change to a rule may be approved at any time by the District. Promptly thereafter, a Notice of Correction shall be published by the District in the manner set forth in Section 6(a)(i) of this Rule.

(b) Substantive Changes.

- (i) Prior to rule adoption, the District shall publish a notice of change (“**Notice of Change**”) if there is any substantive change, other than a technical change that corrects citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, to a proposed rule, including any material incorporated by reference, or to a SERC. The Notice of Change must address a summary of the change and shall be published in a newspaper of general circulation within the county or counties in which the District is located at least twenty-one (21) days prior to the intended action. The Notice of Change shall also be sent to those persons set forth in Section 5(C) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings. Any substantive change must be either be:

- 1. Supported by the record of the public hearing held on the proposed rule;

2. In response to written materials submitted to the District; or
3. In response to an objection with the proposed rule by the District Board.

(ii) After rule adoption, a substantive change to a rule shall be effectuated by initiating rulemaking as set forth in this Rule.

(7) Withdrawal of Proposed Rules.

- (a) Prior to the adoption of a rule, the District may elect to withdraw the proposed rule in whole or in part. After a rule has become effective, the District may only amend or repeal the rule through initiating the rulemaking procedures set forth in this Rule.
- (b) Prior to the adoption of a rule, the District shall withdraw the proposed rule if the District has either failed to adopt such rule within one-hundred eighty (180) days of the publication of the Notice of Rule Development required by Section 4 of this Rule or to approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.
- (c) In the event of a withdrawal of a proposed rule, the District shall publish a notice (“**Notice of Rule Withdrawal**”) in a newspaper of general circulation within the county or counties in which the District is located, and shall provide notice to those persons set forth in Section 5(c) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings.
- (d) Within fifteen (15) days after the end of each calendar quarter, the District shall compile and post on its website a list of each failure to publish a Notice of Rulemaking within the timeframe prescribed by Section 5(b) of this Rule, which list shall include the information set forth in Section 120.54(3)(d)(7) of the Florida Statutes. The District is only required to provide such posting in any calendar quarter(s) in which there is an actual failure to timely publish a Notice of Rulemaking, if any.

(8) Rule Development Workshops.

- (a) Whenever requested in writing by any affected person, the District must conduct a rule development workshop prior to proposing rules for adoption for the purposes of rule development or information gathering for the preparation of the SERC, unless the Chairperson explains in writing why a workshop is unnecessary. The District may initiate a rule development workshop, but is not required to do so.

- (b) If a workshop is held, the District must ensure that the person(s) responsible for preparing the rule and the SERC, if applicable, are available to explain the District's proposed rule and to respond to questions or comments regarding the rule being developed.
 - (c) The notice of any workshop shall be published in a newspaper of general circulation within the county or counties in which the District is located at least fourteen (14) days prior to the workshop setting forth the following:
 - (i) The place, date, and time of the workshop;
 - (ii) The subject area that will be addressed; and
 - (iii) The District Manager's contact information.
- (9) Petitions to Initiate Rulemaking.
- (a) 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. District staff shall forward a copy of the petition to the District's Board within seven (7) days of its receipt.
 - (b) If the petition is directed to an adopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.
 - (c) If the petition is directed to an unadopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking, or ii) set a public hearing to consider whether the public interest is served adequately by the application of the proposed rule on a case-by-case basis, as contrasted with its formal adoption as a rule.
 - (i) If the District elects to hold a public hearing, notice of the public hearing ("**Notice of Rulemaking Petition Public Hearing**") shall be published in a newspaper of general circulation within the county or counties in which the District is located. The public hearing shall be held by the District within thirty (30) days after publication of the Notice of Rulemaking Petition Public Hearing.
 - (ii) Not later than thirty (30) days following the date of the public hearing held pursuant to Section 9(c)(i) of this Rule, the District

shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.

1. If the District decides to initiate rulemaking it shall proceed with the rulemaking process as set forth in this Rule.
2. If the District decides to not initiate rulemaking or otherwise comply with the requested action, the District shall publish a statement of its reasons for not initiating rulemaking or otherwise complying with the requested action and of any changes it will make in the scope or application of the unadopted rule (the “**Notice of Denial of Rulemaking Petition**”). The Notice of Denial of Rulemaking Petition shall be published in a newspaper of general circulation within the county or counties in which the District is located.

- (d) Nothing in this Rule shall be construed as requiring the District to adopt, amend, or repeal a rule as initiated by petition.

(10) Public Hearing.

- (a) 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 of Rulemaking, 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. When a public hearing is held, the District shall ensure that staff is available to explain the proposed rule and to respond to questions or comments regarding the proposed rule. 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.
- (b) The District shall publish notice of the public hearing (“**Notice of Public Hearing**”) in a newspaper of general circulation within the county or counties in which the District is located, either in the text of the Notice of Rulemaking or in a separate publication at least seven (7) days before the scheduled public hearing. The Notice of Public Hearing shall include the following information:
- (i) The date, time, and location of the public hearing; and
 - (ii) The name, address, and telephone number of the District contact person who can provide information about the public hearing.

(11) Emergency Rule Adoption.

- (a) 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 or if the Legislature authorizes the District to adopt emergency rules. 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.
- (b) At the time or prior to the adoption of an emergency rule, the District shall post on its website a notice regarding its adoption of the emergency rule (the “**Notice of Emergency Rule**”) which includes the specific facts and reasons for finding an immediate danger to the public health, safety, or welfare and its reasons for concluding that procedure used is fair under the circumstances. The Notice of Emergency Rule shall thereafter be promptly published in a newspaper of general circulation within the county or counties in which the District is located, and shall include the following information:
 - (i) The full text of the rule(s); and
 - (ii) The District’s findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.
- (c) An emergency rule shall be effective immediately upon adoption by the District, or on a date less than twenty (20) days thereafter if specified in the emergency rule if the District finds that a later effective date is necessary because of immediate danger to the public health, safety, or welfare. An emergency rule may not be effective for a period of more than ninety (90) days after adoption and may not be renewable, unless the District has initiated rulemaking to adopt rules addressing the subject of the emergency rule and either i) a challenge to the proposed rules has been filed and remains pending or ii) the proposed rules are awaiting ratification by the Legislature, if applicable. Nothing in this paragraph prohibits the District from adopting a rule identical to the emergency rule through the non-emergency rulemaking procedures set forth in this Rule.
 - (i) If an emergency rule is being renewed in accordance with Section 11(d) of this Rule, notice of the renewal of the emergency rule (the “**Notice of Renewal of Emergency Rule**”) shall be published before the expiration of the existing emergency rule. The Notice of Renewal of Emergency Rule shall be published in a newspaper of general circulation within the county or counties in which the

District is located and shall include the specific facts and reasons for such renewal.

- (ii) For emergency rules with an effective period of longer than ninety (90) days which are intended to replace an existing rule, the Rulemaking Record for the existing rule, as required by Section 13 of this Rule, shall specifically identify the emergency rule that is intended to supersede the existing rule as well as the date that the emergency rule was adopted by the District.
- (d) The District may supersede an emergency rule in effect through the adoption of another emergency rule before the superseded rule expires. The District shall post on its website and publish a Notice of Emergency Rule, in accordance with Section 11(b) of this Rule, identifying the reason for adopting the superseding rule. The superseding rule shall not be in effect longer than the duration of the effective period of the superseded rule.
- (e) The District may make technical changes to an emergency rule within the first seven (7) days after the rule is adopted, and such changes shall be published in a Notice of Correction as set forth in Section 6(a) of this Rule.
- (f) The District may repeal an emergency rule before it expires by publishing a notice (“**Notice of Repeal of Emergency Rule**”) in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Repeal of Emergency Rule shall include the following information:
 - (i) The full text of the emergency rule and a summary thereof;
 - (ii) The rule number; and
 - (iii) A short and plain explanation as to why the conditions specified in the Notice of Emergency Rule no longer require the emergency rule.
- (12) 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 within the county or counties in which the District is located.
- (13) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record (“**Rulemaking Record**”) which shall be on file with the District at least twenty-one (21) days prior to the proposed adoption date of the rule. The Rulemaking Record shall include, as applicable:
 - (a) A copy of the rule;

- (b) Any material incorporated by reference in the rule;
- (c) A detailed written statement of the facts and circumstances justifying the proposed rule;
- (d) Any SERC for the rule, if required by Section 120.54(3)(b)1. of the Florida Statutes or otherwise prepared, and any information created or used by the District in determining whether a SERC is required;
- (e) A statement of the extent to which the proposed rule relates to federal standards on rules on the same subject;
- (f) The Notice of Rule Development, Notice of Rulemaking, and notice(s) of any workshops held pursuant to Section 8 of this Rule; and
- (g) If an emergency rule is intended to supersede an existing rule, the emergency rule number and the date that the emergency rule was adopted by the District.

(14) Petitions to Challenge Rules.

- (a) Any person substantially affected by a proposed or existing 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.
 - (i) A petition alleging the invalidity of a proposed rule shall be filed within twenty-one (21) days after the date of publication of Notice of Rulemaking, within ten (10) days after the final public hearing is held on the proposed rule; within twenty (20) days after the SERC or revised SERC has been prepared and made available as provided in Section 120.541(1)(d) of the Florida Statutes, if applicable; or within twenty (20) days after the date of publication of the Notice of Rule Withdrawal required by Section 7(c) of this Rule.
 - (ii) A petition alleging the invalidity of an existing rule may be filed at any time during which the rule is in effect.
- (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 proposed or existing rule is substantially affected by it. A person who is not substantially affected by the proposed rule as initially noticed, but who is substantially affected by the rule as a result of a change, may challenge any provision of the resulting proposed rule.

- (c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, or seven (7) days if the challenge relates to an emergency rule, 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 thirty (30) days thereafter, or fourteen (14) days if the challenge relates to an emergency rule, 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) At the hearing, 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.
- (e) Hearings held under this section shall be de novo in nature. For proposed rules, the petitioner has the burden to prove by a preponderance of the evidence that it would be substantially affected by the proposed rule, and the District has the burden to prove by a preponderance of the evidence that the proposed rule is not an invalid exercise of delegated legislative authority as to the objections raised. For existing rules, 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. During the hearing, 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) Within thirty (30) days after the hearing, or fourteen (14) days of the challenge relate to an emergency rule, the hearing officer shall render a decision and state the reasons therefor in writing. The hearing officer's order shall be considered final agency action. The hearing officer may declare all or part of a proposed or existing rule invalid. For a proposed rule, the proposed rule or provision thereof declared invalid shall not be adopted unless the decision of the hearing officer is reversed on appeal. In

the event part of a proposed rule is declared invalid, the District may, in its sole discretion, withdraw the proposed rule in its entirety. For an existing rule, the rule or part thereof declared invalid shall become void when the time for filing an appeal expires. In the event that a proposed or existing rule has been declared invalid in whole or part, the District shall promptly publish notice of such occurrence published in a newspaper of general circulation within the county or counties in which the District is located.

- (15) 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. The District shall maintain a record of the type and disposition of each petition filed.

(16) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings.

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

Law Implemented: §§ 120.54, 120.542, 120.5435, 120.56, 120.81(2), 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 within the county or counties in which the District is located 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 proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. 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. “**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. 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) Establishment of Auditor Selection Committee. Prior to a public announcement under section (3) 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.
- (2) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (3) 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.

- (3) **Public Announcement.** After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (2) 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 within the county or counties in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (4) **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, which may be submitted either electronically or via hard copy as determined by the District and provided for in the RFP. For the avoidance of doubt, the Proposals shall not be required to be publicly opened at the date, time, and place provided for in the RFP relative to the submission of Proposals.

- (5) 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 (2)(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.
- (6) 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.

- (7) 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.
- (8) 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 e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the RFP. 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 county or counties in which the District is located. 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 proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid. 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 county or counties in which the project 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 e-mail, United States Mail, hand delivery, 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) 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.

- (k) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. 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.

(2) 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 within the county or counties 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 e-mail (with a delivery and read receipt), United States Mail, hand delivery, 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 e-mail, United States Mail, hand delivery, or 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) 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.
- (k) 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.

- (1) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. 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.
- (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 within the county in which the project 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 e-mail, United States Mail, hand delivery, 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 proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of

the Board meeting where the proposals were evaluated if so provided for in the Design Criteria Package. 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 shall require that the contractor, before commencing the work, execute and record a payment and performance bond, or other acceptable surety, 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 or counties 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 e-mail, United States Mail, hand delivery, 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 Responsive and Responsible 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 proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. 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 county or counties 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 e-mail, United States Mail, hand delivery, 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 proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. 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 or after posting on the District's website if so provided for in 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 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 and form 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 e-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 e-mail (with a delivery and read receipt), 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) 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.
- (6) Judicial Review. A party who is adversely affected by final District action is entitled to judicial review. Judicial review shall be sought in the county where the District is located. All proceedings shall be instituted by filing a notice of appeal or petition for review in accordance with the Florida Rules of Appellate Procedure within thirty (30) calendar days after the rendition of the decision being appealed. The filing of an appeal does not itself stay enforcement of the final District decision. Judicial review of any District action shall be confined to the record transmitted. The record for judicial review shall be compiled in accordance with the Florida Rules of Appellate Procedure. Failure to file a notice of appeal or petition for review within the time prescribed herein shall constitute a waiver of judicial review proceedings.
- (7) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (8) 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: §§ 120.69(2)(a), 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective _____, 2026, 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.

EIGHTH ORDER OF BUSINESS

A.

**AGREEMENT FOR DISTRICT MANAGEMENT SERVICES BETWEEN
ABERDEEN COMMUNITY DEVELOPMENT DISTRICT
AND GOVERNMENTAL MANAGEMENT SERVICES, LLC**

Date of Agreement: 27 day of September, 2005.

Between: Governmental Management Services, LLC
 1260 Gallaher Road, Suite A
 Kingston, Tennessee 37763

(Hereinafter referred to as "Manager");

And: Aberdeen Community Development District
 A unit of special purpose local government located in
 St. Johns County, Florida

(Hereinafter referred to as "District").

SERVICES OF DISTRICT MANAGER

This engagement is for the Manager to provide District Management Services for the District. The duties and responsibilities included in the Base Service Contract as District Management Services include, but are not limited to the following:

Management Services

- Attend, record and conduct all regularly scheduled Board of Supervisors' Meetings including landowners meetings, continued meetings and workshops.
- Present the District's annual budget in accordance with Chapter 190, Florida Statutes.
- Ensure District is in compliance with administrative and financial reporting for Community Development Districts.
- Correspond and communicate with Board of Supervisors and Staff to respond to the various needs of the District and Community.
- Review and approve agendas for circulation to the Board of Supervisors.
- Review and approve annual budget, annual audit, monthly disbursements.
- Review annual insurance policy to ensure District maintains proper insurance coverage.

Administrative Services

- Provide minutes for all Board of Supervisors' Meetings including landowners meetings.
- Prepare agenda packages for transmittal to Board of Supervisors and staff 7 days prior to Board of Supervisors' Meeting.
- Ensure compliance with all administrative statutes affecting the District which includes but not limited to:
 - Publish and circulate annual meeting notice.
 - Report annually the number of registered voters in the District by June 1, of each year.
 - Maintain "Record of Proceedings" for the District within the County the District is located which includes meeting minutes, agreements, resolutions and other required records.
 - Properly notice public meetings in accordance with the appropriate Florida Statutes in the newspaper of general circulation of the District.
 - Transmit Registered Agent information to DCA and local governing authorities.
 - File Ordinance or Rule establishing the District to DCA within 30 Days after creation.
 - Publish and circulate annual meeting notice.
 - Report annually the number of registered voters in the District by June 1, of each year.
- Properly Notice all public meetings, in accordance with the appropriate Florida Statutes, in the newspaper of general circulation published in the area in which the District is located, including but not limited to:
 - Organizational Meeting.
 - Annual Meeting.
 - Landowners Meeting within 90 days of creation and as required for future elections.
 - Public Hearing on Assessments.
 - Request for Proposal for engineering services.
 - Public Hearing to adopt general and procedural rules.
 - Public Hearing on Chapter 197, Uniform Method of Collection.
 - All other statutorily required meetings and hearings.

Accounting and Financial Reporting Services

- Establish Governmental Fund Accounting System in accordance with the Uniform Accounting System prescribed by the Florida Department of Financial Services for Government Accounting. This system includes preparing monthly balance sheet, income statement(s) with budget to actual variances.
- Prepare accounts payable and present to Board of Supervisors for approval or ratification.

- Prepare annual budget for review and approval by the Board of Supervisors
- Transmit proposed budget to local governing authorities 60 days prior to adoption.
- Prepare year-end adjusting journal entries in preparation for annual audit by Independent Certified Public Accounting Firm.
- Maintain checking accounts with qualified public depository selected by the Board of Supervisors.
- Ensure compliance with financial and accounting statutes affecting the District which include but are not limited to:
 - Complete annual financial audit report within 12 months after the fiscal year end. Our goal is to have the audit completed within six months of the end of the fiscal year.
 - Circulate annual financial audit report and annual financial report to appropriate governmental agencies.
 - Prepare annual public depositor report.
 - Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit to bond holders and underwriters, annual/quarterly disclosure reporting, etc.
- Transmit Public Facilities Report to the appropriate agencies
- Bind necessary insurance for the District which includes liability, property, workers' compensation, etc.

Maintenance Contract Administration

Upon direction by the District's Board of Supervisors and upon mutual agreement of the parties hereto, Manager will provide Maintenance Contract Administration for District in general accordance with the fees outlined in Exhibit A. The parties further understand and recognize that the scope and number of contracts to be administered under said fee may be limited and/or multiple fees may be required. Any Maintenance Contract Administration shall be by separate agreement between the parties.

FEES AND TERM OF SERVICES

All services will be completed on a timely basis in accordance with the District needs and statutory requirements.

The District agrees to compensate the Manager in accordance with the fee schedule set forth in the attached Exhibit A. Payment for these services shall be payable in equal monthly installments at the beginning of each month, and may be amended annually as evidenced by the budget approved by the Board.

In addition, the District agrees to reimburse the Manager for expenses incurred as part of performing the duties and responsibilities outlined in this contract. These expenses include, but are not limited to: travel, reproduction, printing and binding, long distance telephone, facsimile transmission, postage and express mail, legal advertising and supplies, computer time. All expenses shall be at the cost incurred by Manager, and in all cases shall be consistent with the provisions of Chapter 112, F.S., to the extent applicable.

This Agreement shall automatically renew each Fiscal Year of the District, unless otherwise terminated by either party. The District will consider price adjustments each twelve (12) month period to compensate for market conditions and the planned workload of the District to be performed during the next twelve (12) month period. Evidence of price or fee adjustments will be approved by the Board in its adopted or amended Fiscal Year Budget.

DISTRICT RESPONSIBILITIES

The District shall provide for the timely services of its legal counsel, engineer and any other consultants, contractors or employees, as required, for the Manager to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District.

In the event Manager is required to provide on site services, District agrees to provide sufficient office space and equipment in District's facilities for Manager to use.

TERMINATION OF THIS CONTRACT

This Contract may be terminated as follows:

1. By the District for "good cause," which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the Manager which termination may be immediate; or
2. By the Manager or District, for any reason, upon 60 days written notice.

In the event this Contract is terminated in either manner above stated, the Manager will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

GENERAL TERMS AND CONDITIONS

1. All invoices are due and payable when received.
2. This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida.
3. In the event that any provision of this contract shall be determined to be unenforceable or invalid by a court such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.

4. The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the Manager, without the approval of the District.
5. The Manager agrees to pay, discharge, defend (if required by the District), indemnify and hold the District and its supervisors, agents, employees, representatives, successors and assigns harmless from and against any and all demands, claims, causes of action, proceedings, obligations, settlements, liabilities, damages, injunctions, penalties, liens, losses, charges and expenses of every kind or nature (including, without limitation, reasonable fees of attorneys and other professionals retained by the District in the event Manager fails to retain counsel to represent the District, its supervisors, agents, employees, representatives, successors and assigns, who is reasonably acceptable to the District), incurred by the District or its supervisors, agents, employees, representatives, successors and assigns arising out of or in connection with: (i) any management services to be provided by the Manager pursuant to this Contract; (ii) any failure by Manager to perform any of its obligations under this agreement; (iii) any accident, injury or damage to property or persons, if caused by the acts or omissions of Manager or Managers officers, partners, employees, contractors, subcontractors, invitees, representatives, or agents; (iv) any and all accidents or damage that may occur in connection with Managers or Manager's officers, employees, contractors, subcontractors, invitees, representatives, or agents use of the District property; (v) any failure of Manager or Manager's officers, employees, contractors, subcontractors, invitees, representatives, or agents to comply with any applicable codes, laws, ordinances, or governmental requirements, agreements, approvals, or permits affecting District property. The provisions of this paragraph shall survive the expiration or sooner termination of this Contract.
6. Nothing contained in this Contract shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
7. Any amendment or change to this Contract shall be in writing and executed by all parties.

NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, or express mail with proof of receipt. If sent to the District, notice shall be to:

Aberdeen Community Development District
1200 Riverplace Blvd., Suite 630
Jacksonville, Florida 32216

Attn: J. Thomas Gillette, III Chairperson

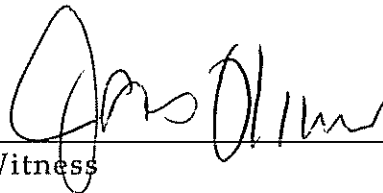
With a copy to: Brian Crumbaker, Esq.
Hopping Green & Sams, P.A.
123 South Calhoun Street
Tallahassee, Florida 32301

If notice is sent to Manager, it shall be sent to:

Governmental Management Services, LLC
1260 Gallagher Road, Suite A
Kingston, Tennessee 37763
Attn: Darrin Mossing

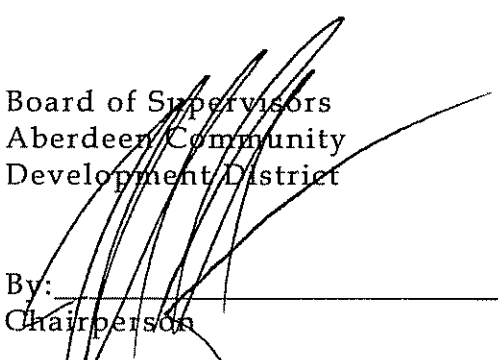
This Contract shall represent the entire agreement between the Manager and the District. Both Manager and District understand and agree with the terms and conditions as set forth herein.

Approved by:

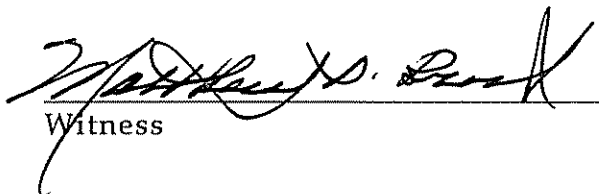


Witness

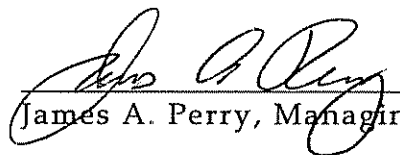
Board of Supervisors
Aberdeen Community
Development District


By: _____
Chairperson

Governmental Management Services,
LLC.



Witness



James A. Perry, Managing Director

EXHIBIT A
DISTRICT MANAGEMENT FEE SCHEDULE
2005

Base Services Contract

Management Services, Financial and Accounting Services, Administrative Services

Annual Fee	\$40,000 (plus reimbursables)
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Other Services*

- | | |
|---|----------------------------|
| • Maintenance Contract Administration | \$ 12,000 (annually) |
| • Annual Assessment Administration Fee | \$ 5,000 |
| • Bond Issuance Cost | \$ 12,500 (per bond issue) |
| • Construction Accounting Fee | \$ 3,500 (annually) |
| • SERC Preparation & Assistance w/ Petition | \$ 2,500 |
| • Assessment Methodology Preparation | \$ 15,000 |

*Costs for other services shall be by separate agreement or work authorization and may be adjusted based upon the scope of services provided.

B.

AGREEMENT BETWEEN ABERDEEN COMMUNITY DEVELOPMENT DISTRICT AND FIRSTSERVICE RESIDENTIAL FLORIDA, INC. FOR AMENITY CENTER MANAGEMENT, OPERATIONS MANAGEMENT, POOL MAINTENANCE, JANITORIAL SERVICES

This Agreement for Amenity Center Management, Operations Management, Pool Maintenance, and Janitorial Services ("Agreement") is made and entered into this 6.00 day of August, 2025, by and between:

Aberdeen Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in St. Johns County, Florida, whose address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("District" or "CDD"), and

FirstService Residential Florida, Inc., a Florida corporation with offices located at 1601 SW 80th Terrace, Suite 300, Plantation, FL 33324 ("Facilities Manager" or "FirstService" and, together with the District, "Parties").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, Florida Statutes; and

WHEREAS, the District has constructed a recreation center that includes a swimming pool, a fitness room, and other recreation facilities located at 110 Flower of Scotland Avenue, Saint Johns, FL 32259 (collectively, "Amenity Center"); and

WHEREAS, the District intends to provide for the operation and/or maintenance of the Amenity Center; and

WHEREAS, Facilities Manager has a background in the management and maintenance of recreation facilities and is willing to provide such management and maintenance services to the District in accordance with this Agreement; and

WHEREAS, the District desires to enter into a contractual relationship with Facilities Manager to manage and maintain the Amenity Center and to provide other services as described in this Agreement and in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference (collectively, "Services"). In the event of any conflict between this Agreement, Exhibit A and Schedule I, this Agreement shall supersede and control.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

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

2. ENGAGEMENT OF SERVICES. The District agrees to engage Facilities Manager to provide the Services. This Agreement grants to

Facilities Manager the right to enter and use the Amenity Center for the purposes and uses described in this Agreement, and Facilities Manager hereby agrees to comply with all applicable laws, rules, and regulations while performing its obligations under this Agreement.

3. SCOPE OF SERVICES. Facilities Manager shall provide the following services from **October 1, 2025** through **September 30, 2028** ("Initial Term") and through any Extended Term (as defined in Section 11).

A. Amenity Center General Manager Services. Facilities Manager shall provide Amenity Center General Manager Services in accordance with **Exhibit A**. In order to provide these services, Facilities Manager shall provide a Facility Manager, Facility Attendants and Maintenance Personnel, as further described in **Exhibit A**.

B. Facility/Maintenance Manager and Tech Services, Facilities Manager shall provide facility/maintenance management and tech in accordance with **Exhibit A**.

C. Grounds Maintenance Services, Facilities Manager shall provide grounds maintenance services in accordance with **Exhibit A**

D. Resident Services Facilities Manager shall provide resident services in accordance with **Exhibit A**.

E. Janitorial Services. Facilities Manager shall provide janitorial services in accordance with **Exhibit A**.

F. Front Desk Services. Facilities Manager shall provide front desk services in accordance with **Exhibit A**.

4. COMPENSATION. Facilities Manager shall be compensated for providing the Services in accordance with the following terms and as set forth on the attached **Schedule I**:

District agrees to pay Facilities Manager the sum(s) stipulated in Schedule 1 of this Agreement per month ("Contract Price"), within 30 days of receipt of an invoice. The lifeguard services provided by a third party contractor will be invoiced to the District with payment to be made within 30 days of receipt of such invoices. Per mutual approval of the Parties, the Contract Price may be increased due to any increases in social security, Medicare, unemployment or other governmental imposed taxes or charges, and/or due to any increases in workers' compensation insurance rates as stipulated by NCCI, and will be a direct pass through to District as of the effective date of any such increase. District agrees that all outstanding balances due in excess of 30 days shall be assessed interest at the maximum rate as allowed by law on the unpaid balance. Further, if payments for on-site staff are more than 30 days delinquent, Facilities Manager shall have the ability, notwithstanding anything to the contrary contained in this Agreement, to remove on-site staff members upon 7 days' written notice to District. During the period of time that on-site staff members have been removed from the property, Facilities Manager shall have no responsibility for performance of services under this Agreement that would be performed by on-site staff members. Further, Facilities Manager shall not be liable to District, its Board of Supervisors, or residents, guests and invitees for any injury, losses, costs, penalties,

finances, fees, suits, demands, causes of action, judgments, obligations, claims or expenses incurred, sustained, arising out of and/or related to Facilities Manager's inability and/or failure to perform any of its duties and obligations under this Agreement during the period of time when Facilities Manager's on-site staff members have been removed from the property.

5. GENERAL PROVISIONS.

A. Facilities Manager is an independent contractor. Facilities Manager shall have sole authority as an independent contractor in dealing with its employees and shall be solely responsible for all necessary insurance payments (including workers' compensation, as required by Florida law), payroll taxes and other deductions, and the provision of various benefits to its staff.

B. Facilities Manager agrees that it will not take a tax position inconsistent with it being a manager of the Amenity Center.

C. Facilities Manager shall promptly respond to any and all known emergencies or problems related to the Amenity Center and shall report to the District all known problems related to the Amenity Center.

D. Costs incurred by Facilities Manager due to emergencies or at the written direction of the District shall be reimbursed to Facilities Manager at cost. Such reimbursements shall be paid only in accordance with receipts for such costs provided to the District by Facilities Manager.

E. Facilities Manager shall provide, at no additional cost to the District, company uniforms to all personnel providing the Services.

F. INTENTIONALLY OMITTED.

G. INTENTIONALLY OMITTED.

6. BUDGET AND FEES. The board will approve the annual budget for the Amenity Center, and capital expenditures and disposition of capital assets for the Amenity Center. The board will also approve all fees for services for the Amenity Center or the manner in which those fees are set.

7. SHARING OF REVENUES. INTENTIONALLY OMITTED.

8. CARE OF THE PROPERTY. INTENTIONALLY OMITTED.

9. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. In providing the Services, Facilities Manager shall use industry-standard chemicals and cleaning agents in strict compliance with state and federal environmental guidelines. Further, Facilities Manager shall take any action necessary to promptly comply with any and all orders or requirements affecting the Amenity Center placed thereon by any governmental authority having jurisdiction. However, Facilities Manager shall not take any action under this paragraph if the District is contesting or has affirmed its intention to contest any such order or requirement. Facilities Manager shall promptly and in no

event within more than seventy-two (72) hours notify the District in writing of all such orders or requirements.

10. **INVESTIGATION AND REPORT OF ACCIDENTS/CLAIMS.** Facilities Manager shall promptly and in no event within more than seventy-two (72) hours provide a written report as to all known accidents, injuries or claims for damage relating to the Amenity Center or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith, unless the District's Board of Supervisors ("Board") expressly directs Facilities Manager otherwise, in writing.

11. **EXTENDED TERM AND TERMINATION.**

A. Termination. This Agreement may be canceled, with or without cause, by either Party with 30 days' written notice. Upon the effective date of any termination or cancellation, the District shall not be obligated for any additional fees to FirstService, but will be responsible for all accrued and unpaid fees and all costs incurred or contracted for by FirstService pursuant to this Agreement through such date. Upon termination, the Parties shall account to each other with respect to all matters outstanding as of the date of termination.

B. Extended Term. If allowed by applicable law, this Agreement will automatically be extended after the Initial Term on an annual basis for successive 1 year renewal terms ("Extended Term").

(i) If either party desires that this Agreement not automatically extend for another year, they will provide written notice of their intent to cancel at least 90 days prior to the expiration of the Initial Term or any Extended Term of this Agreement. This shall not impact either party's ability to terminate with or without cause on 30 days' written notice.

(ii) If an automatic annual extension is not allowed by law, this Agreement will automatically be extended on a month-to-month basis until the termination of this Agreement. During the period of time when this Agreement has been extended on a month-to-month basis, either party will have the right to terminate this Agreement without cause upon 30 days' written notice to the other party.

12. **INSURANCE.**

A. Facilities Manager shall maintain throughout the term of this Agreement the following insurance:

(i) Workers' Compensation Insurance in accordance with the laws of the State of Florida,

(ii) Commercial General Liability Insurance with limits of \$1,000,000 (one million dollars) applicable to bodily injury, sickness, or death in any one occurrence and \$1,000,000 (one

million dollars) for loss or damage to property in any one occurrence.

(iii) Employer's Liability Coverage with limits of \$250,000 (two hundred fifty thousand dollars).

(iv) Professional Liability Insurance with limits of \$1,000,000 (one million dollars).

B. The District and the members of its Board of Supervisors shall be listed as certificate holders and additional insured parties on each such policy. Facilities Manager shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement.

13. INDEMNIFICATION.

A. Obligations under this paragraph shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

B. Facilities Manager will defend, indemnify, save, and hold the District, and its Board of Supervisors, employees and assigns ("District Indemnitees") harmless from all loss, damage, injury, or any other claims, including all judgments, liens, liabilities, debts, and obligations resulting from the negligent acts or omissions of Facilities Manager or its officers, directors, agents, assigns or employees provided, however, that the Facilities Manager shall have no obligation to the District hereunder with respect to indemnified liabilities to the extent such liabilities resulted from: (a) the negligence or willful misconduct of the District; (b) the failure of the District to perform its obligations under this Agreement; or (c) the District's violation of law.

C. The District shall cooperate with Facilities Manager in the defense of any claim, suit, action, or demand. The settlement of any claims, suits, actions, or demands by the District shall require prior approval by Facilities Manager, which approval shall not be unreasonably withheld.

D. For purposes of this section, "acts or omissions" on the part of Facilities Manager's officers, directors, agents, assigns or employees includes, but is not limited to, the operation and management of the Amenity Center in a manner that would require a permit, license, certification, consent, or other approval from any governmental agency which has jurisdiction over the operation and management of the Amenity Center, unless such permit, license, certification, consent, or other approval is first obtained or the Board has expressly directed Facilities Manager in writing not to obtain such permit license, certification, consent, or other approval.

- E. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies, and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section 13 shall survive the termination or expiration of this Agreement.

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

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

16. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the Parties hereto relating to the subject matter of this Agreement.

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

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

19. NOTICES. All notices, requests, consents, and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the Parties, as follows:

A. If to Contractor: FirstService Residential Florida, Inc.
1601 SW 80th Terrace, Suite 300
Plantation, FL 33324
Attn: Legal Department

B. If to District: Aberdeen CDD
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager

With a copy to: Kutak Rock, LLP.
107 W. College Avenue
Tallahassee, Florida 32301

Attn: District Counsel

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

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

21. ASSIGNMENT. Neither the District nor Facilities Manager may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Notwithstanding the foregoing, FirstService may assign this Agreement to an affiliate of FirstService without the prior written consent of the District. An affiliate of FirstService is any company owned or controlled by FirstService's ultimate parent company, FirstService Corporation, a foreign corporation ("Affiliate"). The District will be deemed to be in consent to assignment to a third-party that is not an Affiliate if notice of non-consent is not received within 30 days. Any purported assignment without such written approval shall be void.

22. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in St. Johns County, Florida.

23. EFFECTIVE DATE. This Agreement shall be effective after execution by both the District and Facilities Manager.

24. PUBLIC RECORDS. Facilities Manager understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Facilities Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Facilities Manager acknowledges that the designated public records custodian for the District is **Marilee Giles** ("Public Records Custodian"). Among other requirements and to the extent applicable by law,

the Facilities Manager shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Facilities Manager does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Facilities Manager's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Facilities Manager, the Facilities Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF FACILITIES MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FACILITIES MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 1-904-940-5850, Marilee MGILES@GMSNF.COM, AND 475 WEST TOWN PLACE, SUITE 114, WORLD GOLF VILLAGE, ST. AUGUSTINE, FLORIDA 32092.

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

26. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

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

28. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

29. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*,

or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

30. E-VERIFY REQUIREMENTS. The Facilities Manager shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Facilities Manager shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Facilities Manager has knowingly violated Section 448,091, *Florida Statutes*.

If the Facilities Manager anticipates entering into agreements with a subcontractor for the Work, Facilities Manager will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Facilities Manager shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448,095, *Florida Statutes*, but the Facilities Manager has otherwise complied with its obligations hereunder, the District shall promptly notify the Facilities Manager. The Facilities Manager agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Facilities Manager or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Facilities Manager represents that no public employer has terminated a contract with the Facilities Manager under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

31. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Facilities Manager agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

32. AGENT. The assumption of obligations by FirstService under this Agreement is as agent of the District and does not require FirstService to pay any of the costs and expenses which are the obligation of the District, except as specifically assumed by FirstService in this Agreement.

33. DESIGNATION. The District will designate in writing a single individual who will be authorized to deal with FirstService on any matter relating to this Agreement. In the absence of any such designation, the District Manager will have this authority. The District will use its best efforts to prevent its officers, directors or members from interfering with FirstService in the performance of its duties or in the exercise of any of its powers hereunder.

34. ADDITIONAL HOURS. Any additional hours or staff, including, but not limited to staff needed to work for employees who take provided PTO, vacation or holiday time, or bonuses requested by the District will be paid for at the individual's compensation plus labor rate as stipulated in Schedule I. Any employees of FirstService that are required to remain on-site will be paid during their break, Any non-exempt employee working in excess of 40 hours per week will be paid at time and one half. Any fees contemplated hereunder shall not exceed the amounts set forth on Exhibit A.

35. TRAINING SESSIONS. In addition, any on-site Community Association Manager or maintenance supervisor who is an employee of FirstService will be required to attend periodic off site continuing education programs or training sessions arranged by FirstService. FirstService will attempt to arrange such sessions to minimize any inconvenience to the District, and such sessions will be kept to a minimum.

36. PROJECT COORDINATION SERVICES. If the District requests in writing that FirstService provide project coordination services to coordinate the project with the day-to-day affairs of the District, FirstService may charge as follows:

A. For restoration of Common Areas after Acts of God and other insurable claims such as, without limitation, hurricanes, fire or floods, the District agrees to reimburse FirstService in an amount as the Parties mutually agree for the additional administrative burden FirstService will incur for additional staff to coordinate the repair and restoration process by contractors engaged by the District with the day to day activities of the District.

B. FirstService may charge the District an amount as the parties mutually agree for additional staff to coordinate other construction projects undertaken by the District which FirstService and the District reasonably determine will create additional administrative burdens.

37. ENGAGEMENT OF EMPLOYEES BY THE DISTRICT. The District recognizes that FirstService (i) is engaged in the competitive community association management business, (ii) invests time and money in the hiring, training and development of its employees at all levels, which promotes productivity, efficiency and the employment of a competent and specialized workforce, (iii) has a legitimate business interest in protecting its employee resources and the investment it makes to develop and enhance those resources, and (iv) its employees have access to confidential information and trade secrets to otherwise protect FirstService's investment and promote a stable and mutually beneficial customer relationship with the FirstService organization. Accordingly, the District covenants and agrees that it will not, directly or indirectly, hire, employ, or otherwise engage any employees of FirstService, or former employees of FirstService, who provided services to the District ("FirstService Employees"), prospective employees FirstService presents for consideration ("FirstService Prospective Employees") or contract with, or in any way engage, the services of any firms employing any FirstService Employees or FirstService Prospective Employees during the term of this Agreement and for a period of 12 months following the end of the Contract relationship between the parties hereto. Should the District violate this paragraph, it agrees to pay, as liquidated damages, and not a penalty or buyout, the sum of 30% of the annual salary/wages of said FirstService Employees at time of termination or resignation of said employee(s)

from FirstService, and the sum of 30% of the anticipated annual salary/wages of said FirstService Prospective Employees. The District agrees that the afore-described liquidated damages are fair, equitable, and reasonable sums not disproportionate to the anticipated and probable injuries which would result from breach by the District and appropriate to compensate FirstService for such contemplated injuries, the actual value of which are not certain and are currently difficult to ascertain, This paragraph will survive the termination or expiration of this Agreement.

38. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and agreement between the Parties hereto, supersedes all prior written or oral agreements with respect to its subject matter.

39. RIGHT TO REMOVE. The District agrees to provide a safe and healthy work environment for all employees provided by FirstService. If FirstService, in the exercise of its reasonable discretion, determines that there are conditions within the Amenity Center which pose a hazard to the safety and/or health of its employees, including but not limited to, harassment, threats of harm or cyber bullying by owners, residents, guests and invitees, FirstService will have the ability, notwithstanding anything to the contrary contained in this Services Agreement, to remove on-site staff members upon written notice to the District.. During the period of time that on-site staff members have been removed from the property, FirstService will have no responsibility for performance of services under this Agreement that would be performed by on-site staff members. Further, FirstService will not be liable to the District, its Board of Supervisors, or residents, guests and invitees for any injury, losses, costs, penalties, fines, fees, suits, demands, causes of action, judgments, obligations, claims or expenses incurred, sustained, arising out of and/or related to FirstService's inability and/or failure to perform any of its duties and obligations under this Agreement during the period of time when FirstService's on-site staff members have been removed from the property.

40. LANDSCAPING. FirstService is not a landscape architect, architect or an engineer and does not provide these types of professional services under this Agreement. Notwithstanding anything to the contrary in this Agreement, it is not FirstService's responsibility to determine whether the height and location of the hedges, foliage, and/or other landscaping on the property is in compliance with all federal, state and local laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction over the property. FirstService disclaims any and all liability related to, arising out of or associated with the height and/or location of any hedges, foliage, or landscaping on or around the property and FirstService will have no liability for any claims or lawsuits related to, arising out of, or associated with the height and/or location of any hedges, foliage, or landscaping on or around the property.

41. TAXES. INTENTIONALLY OMITTED.

42. SIGNS. During the term of this Agreement and, subject to the District's written consent, FirstService may affix and maintain a sign in a prominent location on the property to identify FirstService ("Professionally Managed by ..."). **Said sign will be subject to the prior approval of the District and will be** in a size likely to come to the attention of those entering the property, and will have approximate dimensions of 15"w x 12"h.

43. COMMUNICATIONS. The District acknowledges and agrees that it, and not individual residents, may from time to time receive email contact or other communication from FirstService regarding topics including, but not limited to,

discounts obtained by FirstService for various services which are being made available to residents, promotions being offered by FirstService or services being offered by FirstService and/or its affiliated or related companies or subsidiaries,

44. FORCE MAJEURE. Any prevention, delay, or stoppage due to strikes, lockouts, labor disputes, acts of war, terrorism, terrorist activities, pandemic, epidemic, banking or financial institution closures, inability to obtain services from third parties, governmental actions, civil commotions, fire, flood, hurricane, earthquake, or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to amounts to be paid by the District for services provided by FirstService pursuant to this Agreement (collectively, a "Force Majeure"), notwithstanding anything to the contrary contained in this Agreement, will excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Agreement specifies a time period for performance of an obligation of either party (other than payment to FirstService by the District for services provided unless there is an event causing banking or financial institution closures), that time period will be extended by the period of any delay in such party's performance caused by a Force Majeure. The foregoing will not be interpreted as extending the term or renewal term of this Agreement.

45. SALARY/WAGE INCREASES. The District and FirstService agree and approve that on-site staff will receive no greater than a 2.5% salary/wage increase each year.

46. MEETINGS. Prepare and send, as needed, all letters, reports and notices as may be reasonably requested by the District, and attend monthly meetings of the Board of Supervisors, and budget meeting of the District and file minutes thereof, which minutes will be prepared and recorded by the District or its designee.

47. CONTRACT PRICE. The Contract Price may be increased upon mutual approval of the Parties via an addendum to this Contract.

48. DISCLOSURE.

A. In General. The District is the ultimate decision maker for the purchase of goods and services and the selection of vendors for the Amenity Center. In connection with its duties under this Service Agreement, FirstService will recommend to the District the purchase of goods and services from various vendors, some of whom may be affiliates of FirstService or businesses with which FirstService has a contractual or other relationship under preferred vendor programs. The District is not obligated to engage FirstService's preferred vendors or any other recommended provider except as set forth herein. FirstService endeavors to develop affiliated and preferred vendor programs which address the needs of its clients and which focus on bringing value to its clients. FirstService and the current subsidiary/related companies providing services in Florida are: FirstOnSite Restoration, Inc. and FirstOnSite USA Holdings, Inc. operating under various fictitious names and/or related entities including First OnSite Property Restoration; FirstService Energy,

LLC; FirstService Financial, Inc.; FS Insurance Brokers, Inc.; FirstService Residential, Inc.; FirstService Residential Technologies, Inc.; American Pools operating under various fictitious names and/or related entities; California Closets operating under various fictitious names and/or related entities; Century Fire Protection operating under various fictitious names and/or related entities; Certa ProPainters operating under various fictitious names and/or related entities; Paul Davis Restoration, Inc. and all franchisees and related entities; Planned Companies operating under various fictitious names and/or related entities; Rizzetta & Company Incorporated; and Roofing Corp of America operating under various fictitious names and/or related entities including but not limited to Crowther Roofing & Cooling.

B. FirstService Financial. FirstService Financial, Inc. and FS Insurance Brokers, Inc. (“FFI/FSIB”), affiliates of FirstService Residential, Inc., offer banking and insurance solutions exclusively to clients of FirstService. For services to the District, FFI/FSIB earn compensation from their program partners at no expense to The District. FFI/FSIB are committed to transparency and will disclose their relationship with FirstService Residential, Inc., as well as whether they receive compensation, in advance of any District decision related to the banking and insurance products they offer.

C. Third Party Screening and/or Vendor Compliance. If the District selects a screening company which uses FirstService to assist in the screening process and/or the secure storage of screening reports, FirstService may receive a fee from the screening company for its assistance in the process in an amount as FirstService and the screening company may mutually determine. FirstService may use a third party to assist with vendor compliance. In such event, FirstService may receive a fee from the third party in an amount as FirstService and the third party may mutually determine.

49. SECURITY DISCLAIMER. FirstService will not in any way be considered an insurer or guarantor of security within the property. Neither will FirstService be held liable for any loss or damage by reason of failure to provide adequate security nor for ineffectiveness of security measures undertaken. Board of Supervisors on behalf of the District, acknowledge that FirstService does not represent or warrant that any fire protection, burglar alarm systems, access control systems, perimeter walls or fencing, patrol services, surveillance equipment, monitoring devices, security systems (if any are present) will prevent loss by fire, smoke, burglary, theft, hold-up or otherwise, nor that fire protection, burglar alarm systems, access control systems, perimeter walls or fencing, patrol services, surveillance equipment, monitoring devices or other security systems or services will provide the detection or protection for which the system is designed or intended. Board of Supervisors on behalf of the District, acknowledges and understands that FirstService is not an insurer and that each resident and occupant of any unit/lot and each tenant, guest and invitee of any resident assumes all risks for loss or damage to persons, to units/lots and to the contents of units/lots and further acknowledges that

FirstService has made no representations or warranties nor has the District relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire protection, burglar alarm systems, access control systems, perimeter walls or fencing, patrol services, surveillance equipment, monitoring devices or other security systems or services recommended or installed or any security measures undertaken within the property.

50. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS.

FirstService acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

FirstService acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").

FirstService acknowledges that the District may terminate this Agreement if FirstService is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

FirstService certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, FirstService shall immediately notify the District. By entering into this Agreement, FirstService agrees that any renewal or extension of this Agreement shall be deemed a recertification of such status.

51. ANTI-HUMAN TRAFFICKING STATEMENT. FirstService does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and FirstService has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.

52. SPECIAL TERMS.

52.1 **Staffing Matrix.** The anticipated staffing and salary/wages as of the commencement of this Agreement is set forth by illustration only in Schedule II attached hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Attest:

**ABERDEEN COMMUNITY
DEVELOPMENT DISTRICT**



Secretary / Assistant Secretary,
Board of Supervisors

Print Name: Marilee Giles



Chairperson / Vice Chairperson, Lauren Egleston
Board of Supervisors

**FIRSTSERVICE RESIDENTIAL FLORIDA,
INC.**



Witness

By: Amy Sanchez

Print: Amy Sanchez

Its: President High Rise North & Central Florida Divisions

Jennifer Seepersaud

Print Name of Witness

Exhibit A: Job Descriptions

Schedule I: Contract Price

Schedule II: Staffing Matrix

Exhibit A Job Descriptions

General Manager/Lifestyle

It is our belief that Aberdeen CDD necessitates a highly capable amenity manager. This individual should possess high levels of professionalism, industry knowledge, customer service skills and leadership. We believe strongly that investing in this role will result in both short- and long-term success for Aberdeen CDD. The amenity manager will:

- Be the primary point of contact for CDD board(s)
- Attend all board meetings
- Provide monthly management reports
- Manage all staff and departments
- Conduct team meetings
- Work with the CDD manager to ensure high level of vendor performance
- Take part in CDD budget preparation
- Be responsible for management of facilities/amenities budget
- Contribute to positive resident relations, driving community culture

In addition to the above, the amenity manager will oversee and ensure proactive communication, safety & emergency preparedness, financial management and cutting-edge lifestyle programming.

Responsive Communication & Streamlined Information

To facilitate responsive communication and access to important community information, we will implement *FirstService Residential Connect™*, our proprietary, fully integrated system that links our entire portfolio of 1.7 million homes, and allows our associates to draw upon insights and best practices gleaned from our customers' past experiences. This technology is a powerful tool that increases internal operational control and gives the management team the tools to proactively identify and resolve issues. Features and benefits include:

- **24/7 Community Awareness:** Your residents and homeowners will have visibility to all upcoming events and scheduled services. In addition, board members and your community manager can post community news and other important information.
- **Project Updates:** Managers and board members can also track inspections, post and review data instantly, and receive project updates.
- **Customer Care Center:** Provides 24/7 access to our multi-lingual FirstService Residential associates who handle emergency and non-emergency calls. Our Customer Care Center will support your residents by immediately providing assistance.
- **Newsletters:** Through an established partnership with a professional newsletter service (*Illustratus*), FirstService Residential is able to provide the amenity center with a customized newsletter template that is designed to fit your brand and communication needs. We also maintain a library of articles on hundreds of topics such as energy management, water conservation, legislative updates, landscaping practices, emergency preparedness, holiday décor, safety, and so on. Access to our in-house expertise makes it simple for your manager to prepare topic-specific content that is timely and relevant to your community.

Safety Programming Development & Emergency Preparedness

Maximizing safety and mitigating risk should be hallmarks of your management partner's plan. FirstService safety initiatives begin with the development of standard operating procedures, with a commitment to training both our associates and residents. It also requires diligence in the execution of those procedures. We recommend:

A full audit of all safety measures currently in place, with SOPs developed and implemented via regular training schedule.

- Frequent follow-up with residents to ensure these are understood and adhered to.
- All staff members, community wide to receive training on safety measures in emergency situations.

As soon as it is determined that an emergency response is required, contact will be made with the proper emergency response entity (i.e. police, fire department, etc.). After initial contact has been made to the appropriate entity, emergency calls are immediately routed to the property manager, regional director, and vice president for swift action. If, for any reason, a resident cannot get in touch with your onsite manager, we encourage them to contact our Customer Care Center as they are trained to reach the property manager and escalate the call in ascending order in 15-minute increments until contact is made and a response has begun.

We have a system that allows the manager to dial and/or text (opt-in required) all residents at once so that they can leave a detailed voice and/or text message in case of an emergency (i.e. building flood, fire, etc.). We also implement an emergency evacuation plan using our wealth of experience in managing thousands of communities to ensure residents are as prepared as possible for any unexpected emergency. With the ability to pull associates from neighboring communities to assist with clean-ups, repair work, and more should an actual emergency occur, we ensure your community runs smoothly at all times.

Additionally, we ensure your property and any on-site staff adhere to the CDC guidelines and take the necessary safety precautions during this unprecedented time. Below are some of FirstService response initiatives for the communities in our care:

- Published Operational Guidelines on how to implement CDC recommendations and safely operate common areas and amenities. As the industry leader, FirstService Residential made these guidelines available to all communities in the country, including those not managed by FirstService Residential.
- Guided communities on how to reopen amenities and common areas, implementing contactless services, social distancing and cleaning/sanitizing processes.
- Kept boards apprised of shelter-at-home orders as well as guidelines from health and governmental organizations.
- Educated board members through a series of webinars on topics ranging from access control to legal considerations.
- Published reforecasting tool and budget guide to help boards navigate the budgeting process, taking into account the impact of COVID-19.
- Launched a virtual program called *Lifestyle@@Home* to keep residents of FirstService Residential managed communities engaged, educated and entertained. The program

included videos on everything from closet organization and fashion trends to meditation and exercise.

- Published Best Practices on annual, board and committee members to ensure compliance.
- Directed our boards in collection best practices to keep operations running effectively.
- Guided our boards to additional funding sources to manage higher expenses and compromised revenue streams.

Lifestyle Programming

Lifestyle and large-scale communities have unique needs and management requirements. We deliver exceptional service that provides the amenities, programming and lifestyle you want for your community. Our management and lifestyle program directors are mindful of the overall identity and culture of each community we serve. The lifestyle team is dedicated to providing support and guidance to our large-scale and lifestyle communities; they aren't involved in other daily management operations of your community.

We provide well-trained, thoughtful and experienced community managers and lifestyle directors who oversee the management, programs and activities of the community to enhance each resident's experience and add value to the community. Programs and activities are uniquely tailored to your community and reflect the tastes and desires of your residents. With the right management partner, community association living offers you more time to do the things you enjoy while benefitting from home ownership. Some of these specialized services include:

- Activity and event planning
- Wellness services
- Educational seminars
- Special interest clubs and organizations
- Health and fitness programs
- Longevity program

In addition, FirstService has the unique ability to leverage our organization's best-in-class resources and combined buying power to bring additional entertainment and recreational experiences to your residents. We have successfully developed combined purchasing agreements with third party entertainment and leisure service vendors such as theaters, performers, and travel companies, as well as affiliate programs with key national and local organizations. These relationships can provide your residents with exclusive discounts and value-added services.

Your amenity manager will work to effectively manage amenities to ensure that Aberdeen CDD remains relevant, captivating new buyers while retaining current residents.

Operations Maintenance Manager

Our in-house preventive maintenance program can have a major impact on both cost control and loss prevention for your amenity center. It will allow you to identify and anticipate repairs and/or replacement costs throughout the year. It will also forecast when major costs need to be included in your yearly budget.

Our program begins with a Quality Assurance Inspection to evaluate maintenance procedures and the status of equipment to find out what is working well and where we can make improvements. This comprehensive evaluation helps ensure that Aberdeen CDD is following recommended practices to extend the life cycle of almost every component and system while operating with optimal safety. **Below is a brief list of responsibilities:**

Maintenance

- Regular site inspections of HVAC units, pools, pool equipment, furniture, fountains, pumps, motors, pavement reseal and striping, deck coating systems, fences, painting needs, etc.
- Maintain a list of all product warranties and contractor warranties to promote the continued life cycle of each product or installation
- Properly kept maintenance logs on the following:
 - Documentation of vendors that have provided services of repairs
 - Dates of required maintenance to maintain warranty
 - Items noted that require maintenance and setting an action item
 - Follow up to ensure the corrections or repairs are completed

Landscaping and Lakes

- Oversee landscaping and lakes maintenance contracts and vendors to ensure work is performed to scope and expectations
- Ensure landscaping aesthetics are pristine at all times, including:
 - Trees are healthy, pruned and replaced quickly as needed
 - Shrubs and flowers are kept healthy and replaced quickly as needed
 - Sod remains healthy and is replaced quickly as needed
 - Mulched areas are kept clean and free of debris and trash
- Monitor lakes for algae and bank issues
- Coordinate any repairs needed to irrigation system

Facilities

- Conduct weekly inspections of all CDD owned property and facilities and coordinate any repairs and maintenance needed

We also provide a Preventive Maintenance Binder that outlines standard SOPs, emergency procedures, maintenance checklists, schedules, and more to provide stability and longevity to the property's valuable assets. More importantly, your regional director will walk the property with your facility assistant and manager on a routine basis to ensure the value of your property is maintained and your residents are enjoying a pleasant environment.

Maintenance Tech

This position monitors, identifies and communicates problems in every phase of general maintenance of the building(s), including areas of carpentry, electrical work, HVAC, plumbing, mechanic, painting, flooring, patching, general hardware, other minor building repairs and

cleanliness. Makes recommendations, performs repairs, replacement maintenance and implements preventive maintenance as established by FirstService and District procedures and guidelines.

The job duties listed are typical of the work performed by maintenance tech. Duties may be added or changed as needed.

- Assists Operations Maintenance Manager with repair needs and estimated time needed for repair (including evaluating problems to determine whether or not professional assistance or further instruction is needed in order to complete task/repair).
- Assists with monitoring functions of service contractors and building repair and maintenance contractors.
- Inventories maintenance supplies.
- Completes reports/work orders of repairs (work needed and as directed by Operations Maintenance Manager).
- On call availability for emergencies and projects as assigned by Operations Maintenance Manager and Amenities Manager.
- Requests materials, tools, and supplies needed for a job.
- Assists with preventive/reactive maintenance schedule.
- Assists Operations Maintenance Manager with construction, installation, and preventative maintenance of equipment.
- Assists with corrective maintenance or repair on equipment.
- Follows safety procedures and maintains a safe work environment.
- Performs maintenance replacement and repair in areas of carpentry, electrical work, plumbing, mechanical, painting, flooring, and other minor building repairs as long as a permit is not required to conduct the job. As directed by Operations Maintenance Manager.
- Ability to properly utilize new equipment and follow safety procedures prior to using this equipment.

Janitorial/Facilities Attendant

Responsible for cleaning and maintaining property grounds and facilities; inspects work performed in assigned building/property(s) and submits reports to the Operations Maintenance Manager. Positions will include working indoors to maintain the interior of the community, and outdoors to maintain the grounds.

The job duties listed are typical of the work performed by janitorial/facility attendant. Duties may be added or changed as needed.

- Cleans and services restrooms
- Sweeps, vacuums, and mops floors and stairways
- Gathers and disposes of waste materials by hand or with the use of powered equipment
- Observes appearances and conditions of premises and equipment; reports needed repairs, safety hazards, or conditions requiring outside vendor services
- Dusts such items as blinds, furniture, file cabinets, and windowsills
- Scrubs, strips, sanitizes, waxes, and buffs floors using powered machines equipped with rotating brushes

- Polishes furniture, metal work, and chrome using appropriate cleaning and polishing compounds
- Maintains an inventory of cleaning and toiletry supplies
- Washes walls, ceilings, woodwork, windows, mirrors, and fixtures using both step and extension ladders
- Cleans grounds and parking lots of litter, glass, or other debris
- Loads and unloads supplies, and moves heavy furniture and equipment using dollies, handcarts, or power equipment
- Replaces light bulbs and fuses
- May perform ground maintenance including removal of snow from sidewalks, salting walkways, mowing small areas of grass, trimming shrubs, etc., at an office site
- Performs related work as assigned

Resident Services Coordinator / Front Desk

Provides support to the General Manager which includes assisting homeowners and residents and performing other administrative duties.

The job duties listed are typical examples of the work performed by positions in this job classification. Not all duties assigned to every position are included, nor is it expected that all positions will be assigned every duty.

- Greet all guests.
- Answer and direct phone calls in a professional manner.
- Facilitate amenity access including acceptance/transmittal of fees and distribution of access cards and other equipment to homeowners as required by community needs.
- Update new/existing owners' information in the appropriate system daily or as required.
- Sort incoming mail.
- Conduct new resident orientations.
- Be knowledgeable of governing documents, rules and regulations.
- Escalate issues as needed.
- Assist with organizing community events and related materials.
- Practice and adhere to FirstService global service standards.
- Conduct business at all times with the highest standards of personal, professional and ethical conduct.
- Follow all policies and Standard Operating Procedures as instructed by Management.
- Perform other Resident Services Coordinator duties as assigned by General Manager.

SCHEDULE I – CONTRACT PRICE **ABERDEEN COMMUNITY DEVELOPMENT DISTRICT**

MANAGEMENT FEE

Includes supervising regional director

<u>EFFECTIVE</u>	<u>MONTHLY</u>
October 2025	\$1,244.00
October 2026	\$1,281.00
October 2027	\$1,319.00

Post term 6% annual increase if Agreement is extended after Initial Term (rounded to nearest dollar)

<u>ALLOWANCES</u>	<u>MONTHLY</u>
Cell phone allowance for General Manager	\$50.00
Cell phone allowance for Maintenance Supervisor	\$50.00

ON-SITE STAFF (IF APPLICABLE)

The on-site staff will consist of the following positions to be provided by FirstService. This is the minimum staffing and may only be increased upon prior written approval of District and FirstService:

<u>Position</u>	<u>Minimum Hours Per Week</u>	<u>Labor Rate</u>
General Manager	Full-time	15 %
Any additional administrative	Per mutual approval	15 %
Front Desk	24	25 %
Any additional concierge/front desk	Per mutual approval	25 %
Maintenance Supervisor (Operations Manager)	40	25 %
Maintenance	40	25 %
Janitorial (Facilities Attendant)	40	25 %
Resident Services Coordinator (Front Desk)	40	25 %
Any additional non-administrative	Per mutual approval	25 %

The labor rate as stipulated above is a percentage of and is added to the wages paid and includes, but is not limited to, social security tax, federal/state unemployment tax, workers' compensation insurance, FirstService's contribution to employee 401(k) benefit, pre-employment screening, recruitment expense, payroll processing and human resource administration.

Eligible on-site staff will receive the following minimum benefits (these benefits for eligible part-time employees of FirstService will be on a pro rata basis):

1. Standard health care benefits will be offered to all eligible on-site staff members who are employees of FirstService, with District and the employee each paying a portion of the cost. The monthly amount District will be responsible for in 2025 for each eligible on-site staff member who elects coverage is \$788.00. This amount will be referred to as the "**Monthly Benefit Payment**" and is subject to increase on an annual basis and is due in full as to any employee that elects coverage and is employed as of the first of the month. There is no credit or pro rata return of any portion of the Monthly Benefit Payment should an employee resign, be terminated or transferred after the first of the month. Employees are entitled to standard health care benefits while on leave. Employees who elect coverage will have the option to select alternate health care plans offered by FirstService and/or add dependents.
2. District is responsible to pay for employees paid time off provided by FirstService's policies, including but not limited to holidays, accrued vacation, and personal time off ("**PTO**") as stipulated in FirstService's standard employment policies, up to and including the termination of this Contract or transfer of the employee from this Amenity Center.

Schedule II
Staffing Matrix

FirstService Residential - Renewal Pricing Proposal							
Monthly Management Fee						Annual Total	New 3 Year Contract with a 5% Increase for 2026 FY
\$1,244.00						\$14,928.00	
Payroll							
Position	\$/Hr.	Hrs./Wk	Salary	Labor Rate %	Annual Total	***Optional Position Per Supervisor Request - Part-Time @ 24 hours per week \$15PH*25% labor rate per management agreement \$23,400 Per Year	Remarks
FT General Manager - Kate Trivelpiece	\$43.68	40	\$90,854.40	15.00%	\$104,482.56		added an average of 4% increase for 2026 FY for all positions
FT Facility/Maintenance Manager - Jay Parker	\$29.82	40	\$62,018.94	25.00%	\$77,523.68		
FT Maintenance Tech -Josh Newman	\$21.84	40	\$45,427.20	25.00%	\$56,784.00		
FT Janitorial -Brandon Henry	\$18.72	40	\$38,937.60	25.00%	\$48,672.00		
PT Resident Services Coordinator - Michayla Gibbs	\$20.80	40	\$43,264.00	25.00%	\$54,080.00		
PT Front Desk - Hayleigh Betts	\$16.64	24	\$20,766.72	25.00%	\$25,958.40		
PT Fitness Attendant - OPTIONAL		24	\$0.00	25.00%	\$0.00		
Total Payroll						\$367,500.64	
Employee Healthcare Costs							
# FTE			Monthly Medical per FTE				
5			\$900.00			\$54,000.00	We anticipate a 15% increase in shared medical benefits costs FY2026
Auto / Phone Allowance for Facility Management and Field Operations						\$1,800.00	
Total Annual Investment For Fiscal Year 2026						\$438,228.64	
2025 Projected						\$412,397.00	Overall YOY increase
YOY Variance						\$25,831.64	

2025 Projected \$412,397.00
YOY Variance \$25,831.64 Overall YOY increase

GMS Budget Line	2025 ADOPTED BUDGET	Auto / Phone Allowance
Match to FirstService Contract		
Field Operation - Jay Parker	\$ 74,516.00	\$ 600.00
Facility Management - Kate Trivelpiece	\$ 101,421.00	\$ 1,200.00
Maintenance Tech - Josh Newman	\$ 54,600.00	
Janitorial Service - Brandon Henry	\$ 44,200.00	
Resident Services Coordinator - Michayla Gibbs / Hayleigh Betts	\$ 74,360.00	
Medical Insurance	\$ 47,280.00	
Management Fee - FirstService Residential	\$ 14,220.00	
		\$ 1,800.00
Total Projected for 2025		\$412,397.00

NINTH ORDER OF BUSINESS

C.

1.

ABERDEEN COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the **Aberdeen Community Development District** will hold their regularly scheduled public meetings for **Fiscal Year 2027** at 4:00 p.m. at the Aberdeen Amenity Center, 110 Flower of Scotland Avenue, Saint Johns, Florida 32259 on the fourth Tuesday of each month as follows or otherwise noted:

October 27, 2026
November 24, 2026
December 15, 2026 @ 6:00 p.m. (3rd Tuesday)
January 26, 2027
February 23, 2027
March 23, 2027 @ 6:00 p.m.
April 27, 2027
May 25, 2027 @ 6:00 p.m.
June 22, 2027
July 27, 2027
August 24, 2027 @ 6:00 p.m.
September 28, 2027

2.

**Aberdeen Community Development District
Performance Measures/Standards &
Annual Reporting Form**

October 1, 2026 – September 30, 2027

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least six regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of six board meetings were held during the Fiscal Year.

Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per Florida statute by at least two methods (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. Financial Transparency and Accountability

Goal 2.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 2.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual Audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual Audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent Annual Audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 2.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection, and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board accepted and annual audit is available on the CDD's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

Chair/Vice Chair: _____

Date: _____

Print Name: _____

Aberdeen Community Development District

District Manager: _____

Date: _____

Print Name: _____

Aberdeen Community Development District

E.

Aberdeen CDD Operations, GM/LD Monthly Report – August 25, 2026

Operations Manager Update:

- The additional mailboxes were cleaned at throughout the community. (Photo)
- Trees were taken down at Celtic Wedding, Rustlewood Lane, Scotch Pebble, West Adalaide and Longleaf Parkway.
- Irrigation repairs were made by The Greenery at the Aberdeen entrance sign.
- The Pool Pump leak in the Recreation Pool was repaired by Big Z.
- Ground Accent lights were repaired and capped off behind the gym by Lins Electric.
- Graffiti near the Aberdeen Dog Park was cleaned and pressure washed. (Photos)
- The vinyl fencing in the Seaton Manor and Grandholm Community were pressure washed. (photo)
- The amenities office carpet has been cleaned.
- Additional towing signs were placed in Grampian Highlands Common Area. (Photo)
- A Meeting was held with The Greenery with issues, solutions and progress updates.

Current Operations Projects/ Areas of Concerns:

- The basketball court surface exhibits multiple structural cracks which may present future tripping hazards. Resurfacing in the near future is recommended. (Photos)
Update: We are seeking quotes for repair.
- The slide pool pump motor is leaking and stand have rusted out and in need of replacement. The sump pump needs replacement. (Photos) **Update: Repairs have been scheduled.**

GM/Lifestyle Update:

Facility Updates:

- There a large amount of irrigation repairs in progress with The Greenery.
- We currently have lifeguards scheduled through the remainder of the month on weekends only from 11am - 6pm. Monday, September 7 (Labor Day) will be the final day of the season for the lifeguards and the slide.

Lifestyle Events Recap:

- The 50+ Group held their monthly social, Hot & Spicy on August 14th. (Photo)
- The Annual Aberdeen Swim Run Race took place on August 23rd.

Lifestyle Upcoming Events:

- The Fall Community Wide Yard Sale date is set for October 10th.
- The Annual Fall Spooktacular Fall Festival will be held on October 31 from 12-3pm
- The Snow Time With Santa date will be December 13th from 3-5pm.

Operations & Facility Update



Community Mailboxes Cleaned



Vinyl Fencing Pressure Washed



Towing Signs on Grampian Highlands



Graffiti Near Dog Park Removed

Areas Of Concern:



Area Of Concern: Large Cracks in the Basketball Court Foundation –

Update: Getting Quotes for Repair



Slide Pool Pump in Need of Repairs & Sump pump replacement

Update: Repairs have been scheduled



Aberdeen 50+ Social

Hot & Spicy

Friday,
August 14th,
6pm
Aberdeen
Social Hall

Please bring an appetizer,
side dish or dessert to share.
Plates, napkins, utensils, cups,
lemonade and tea provided.



ELEVENTH ORDER OF BUSINESS

A.

**MINUTES OF MEETING
ABERDEEN
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Aberdeen Community Development District was held Tuesday, **July 28, 2026** at 4:00 p.m. at the Aberdeen Amenity Center, 110 Flower of Scotland Avenue, St. Johns, Florida.

Present and constituting a quorum were:

Lauren Egleston	Chairperson
Thomas Marmo	Supervisor
Susie Clarke	Supervisor
Richard Perez	Supervisor

Also present were:

Marilee Giles	District Manager
Kyle Magee	District Counsel by telephone
Carl Allen	District Engineer by telephone
Kate Trivelpiece	FirstService Residential
Jay Parker	First Service Residential

The following is a summary of the discussions and actions taken at the July 28, 2026 meeting.

FIRST ORDER OF BUSINESS

Roll Call

Ms. Giles called the meeting to order at 4:00 p.m. and called the roll.

SECOND ORDER OF BUSINESS

Public Comments

Mr. Duffy stated I would like to find out about making the Celtic Way the entrance to the pond for maintenance.

Mr. Parker stated that is that is someone's property and not an easement. I will check again to make sure.

Ms. Egleston stated the last time we talked about this you were going to come back to us with a solution. We tabled it until August and this is the end of July, that gives us about 30-days for you to come up with a solution.

Mr. Magee stated if the fences still haven't been moved, the district has the right to enforce its easement. We can send letters to the owners and let them know the deadline has passed. My recommendation would be to send another letter to the homeowners to see if we can get them here for the August meeting and give them more time to find a solution.

Mr. Perez stated I don't think we need to give any more extensions because there was no confusion on the board's end. There were assumptions made by the residents. If we don't have a decision by the end of the next meeting then we can do something.

Ms. Giles stated Mr. Duffy it sounds like you are prepared to comply.

Mr. Duffy stated I was prepared the first day. My neighbor is not okay with it. I don't understand why everybody didn't come to the meeting.

Mr. Magee stated I can draft a letter. You can't compel these homeowners to come to the next meeting, but it is in their best interest to be there and hopefully move their fences before the next one as well.

Ms. Giles stated if you are prepared to move your fence, you don't have to wait, you just need to send us an updated survey showing where you are moving it to.

Mr. Duffy stated my neighbor got a variance three or four years ago, and the one next to us they both extended their land back and put a fence up.

Mr. Magee stated it sounds like the HOA may have granted something, I don't think the county would get involved.

Mr. Duffy stated it would be 140 and 136. I'm 144. Because both of them put fences in and someone bought a house on Celtic Way recently and they put fences down matching their fence, which cut off the access to the pond.

Mr. Magee stated I will prepare the letter and Marilee will send me the homeowner with the variance, I will look into that as well.

THIRD ORDER OF BUSINESS

Ratification of Agreements

A. Flamingo Site, LLC for Pond Maintenance

On MOTION by Ms. Egleston seconded by Mr. Perez with all in favor the Agreement with Flamingo Site, LLC for Pond Maintenance was ratified.
--

B. Freedom Dance Team for Use of Amenity Facilities

On MOTION by Ms. Eggleston seconded by Ms. Clarke with all in favor the agreement with Freedom Dance Team was ratified.

FOURTH ORDER OF BUSINESS

Ratification of Stormwater Pond Access Agreement – 144 Flower of Scotland

On MOTION by Mr. Marmo seconded by Mr. Perez with all in favor the stormwater pond access agreement for 144 Flower of Scotland was ratified.

FIFTH ORDER OF BUSINESS

Consideration of:

A. Proposal for Basketball Court Resurfacing

This item was tabled.

B. Agreement with Northern Helm Solutions for Current Collectives for Event Website

This item was tabled.

SIXTH ORDER OF BUSINESS

Discussion of Fiscal Year 2027 Approved Budget

Ms. Giles stated this approved budget has the updated “as of” columns through June 30th and has a 7% increase mostly due to the capital reserve contribution to do the pond repairs. The public hearing for adoption is at your August meeting.

Ms. Clarke stated at the last meeting I asked for copies of the contracts for First Services and GMS. I also asked for each board member to receive that. I also asked to have that put on the agenda for today.

Ms. Giles stated I apologize I didn’t have in my notes that you wanted it on the agenda. I did send it to all the board members; did you not receive it? It went out to every supervisor. I apologize that I don’t have that in my notes and we can add those to the next agenda.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Magee stated the limits to the sovereign immunity was passed by the legislature but not signed by the governor and will not go into effect.

B. Engineer

There being no comments, the next item followed.

C. Manager

There being no comments, the next item followed.

D. Operation Manager - Report

Mr. Parker reported on the issues with the pool pump and sump pump and presented a proposal to replace the sump pump, stand and the main pump changed out in the amount of \$17,641.

Ms. Egleston stated I thought when FSR first came on you priced that; did we opt not to do that?

Mr. Parker stated we ended up not doing that one, but we saved the pump from the lap pool, which may help us if it is still useable. We do not want to use cast iron. He has been doing work for us for years, we use him for a lot of different things. I can get another quote if that is what you want me to do. I know another vendor but he is busy and won't be able to get out there soon, this guy will get it done in a couple days.

Mr. Perez asked can you just check with the other person and get a quote?

Mr. Parker stated if you give me a not to exceed number, if his quote is cheaper I will go with him, and if it is not cheaper I will go with Big Z Pool Service.

On MOTION by Ms. Egleston seconded by Mr. Perez with all in favor staff was authorized to have the sump pump and slide pump replaced in an amount not to exceed \$17,800 and the chair was authorized to execute the agreement.

Mr. Parker stated someone came through the property and graffitied areas near the dog park. I was there about 2-hours yesterday and cleaned most of it. They painted street signs,

sidewalks, the JEA station and most of the signs at the dog stations. The only thing we couldn't get cleaned was the sidewalks. The power washing company that was going to do our fences will also do the sidewalks for \$100. We filled out a report with SJSO and as soon as I get it I will share that with you. We are trying to figure out who did it so we can charge them with the cleanup.

Ms. Egleston stated the HOA had something happen and they had someone clean it but when it gets wet you see it.

Mr. Parker stated I was going to add it to the power washing to do that spot too.

Mr. Marmo stated document your time and resources so in the event they find who did it we can try to get restitution.

E. Amenity Center Manager - Report

Ms. Trivelpiece reviewed the amenity center activities, which were outlined on the monthly memorandum, which was included as part of the agenda package.

EIGHTH ORDER OF BUSINESS

Supervisors Requests and Public Comments

Ms. Clarke stated at the last meeting when I asked for the two contracts, it got back to me that I was trying to get rid of one of you and that is not true. I want to go on record saying that.

NINTH ORDER OF BUSINESS

Approval of Consent Agenda

A. Approval of the Minutes of the June 21, 2026 Meeting

On MOTION by Mr. Marmo seconded by Mr. Perez with all in favor the minutes of the June 21, 2026 meeting were approved as presented.

B. Balance Sheet as of June 30, 2026 and Statement of Revenues and Expenses for the Period Ending June 30, 2026

C. Assessment Receipt Schedule

D. Approval of Check Register

On MOTION by Mr. Marmo seconded by Ms. Clarke with all in favor the consent agenda items were approved.

TENTH ORDER OF BUSINESS

**Next Scheduled Meeting – August 25, 2026 @
6:00 p.m. @ Aberdeen Amenity Center**

Ms. Giles stated the next meeting is scheduled for August 25, 2026 at 6:00 p.m. it is your public hearing for the budget and the public hearing for the revised rules.

On MOTION by Ms. Egleston seconded by Mr. Marmo with all in favor the meeting adjourned at 4:45 p.m.
--

ELEVENTH ORDER OF BUSINESS

Adjournment

Secretary/Assistant Secretary

Chairman/Vice Chairman

B.

Aberdeen
Community Development District

Unaudited Financial Reporting
July 31, 2026



Aberdeen
Community Development District
Combined Balance Sheet
July 31, 2026

	General Fund	Debt Service Fund	Capital Reserve Fund	Capital Project Fund	Totals Governmental Funds
Assets:					
Cash:					
Operating Account	\$ 102,673	\$ -	\$ 27,095	\$ -	\$ 129,768
Investments:					
State Board of Administration (SBA)	935	-	535,605	-	536,540
Custody	391,982	-	-	-	391,982
Series 2020A					
Reserve A-1	-	378,625	-	-	378,625
Interest A-1	-	3,097	-	-	3,097
Prepayment A-1	-	1,741	-	-	1,741
Revenue	-	717,604	-	-	717,604
Reserve A-2	-	218,250	-	-	218,250
Interest A-2	-	1,785	-	-	1,785
Prepayment A-2	-	4,067	-	-	4,067
General Redemption	-	278	-	-	278
Series 2018					
Reserve	-	65,273	-	-	65,273
Revenue	-	57,019	-	-	57,019
Prepayment	-	425	-	-	425
Redemption	-	724	-	-	724
Prepaid Expenses	6,188	-	-	-	6,188
Total Assets	\$ 501,777	\$ 1,448,888	\$ 562,700	\$ -	\$ 2,513,366
Liabilities:					
Accounts Payable	\$ 75,830	\$ -	\$ 3,309	\$ -	\$ 79,139
Total Liabilities	\$ 75,830	\$ -	\$ 3,309	\$ -	\$ 79,139
Fund Balance:					
Nonspendable:					
Prepaid Items	\$ 6,188	\$ -	\$ -	\$ -	\$ 6,188
Restricted for:					
Debt Service - Series	-	1,448,888	-	-	1,448,888
Assigned for:					
Capital Reserve Fund	-	-	559,392	-	559,392
Unassigned	419,759	-	-	-	419,759
Total Fund Balances	\$ 425,947	\$ 1,448,888	\$ 559,392	\$ -	\$ 2,434,227
Total Liabilities & Fund Balance	\$ 501,777	\$ 1,448,888	\$ 562,700	\$ -	\$ 2,513,366

Aberdeen
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2026

	Adopted Budget	Prorated Budget Thru 07/31/26	Actual Thru 07/31/26	Variance
<u>Revenues:</u>				
Special Assessments - Tax Roll	\$ 1,478,375	\$ 1,478,375	\$ 1,486,592	\$ 8,217
Interest Income	15,000	12,500	12,376	(124)
Amenities Revenue/Misc	15,000	15,000	22,590	7,590
Total Revenues	\$ 1,508,375	\$ 1,505,875	\$1,521,558	\$ 15,683
<u>Expenditures:</u>				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 12,000	\$ 10,000	\$ 8,000	\$ 2,000
FICA Expense	918	765	612	153
Assessment Administration	5,899	5,899	5,899	(0)
Engineering Fees	10,000	8,333	6,701	1,633
Arbitrage	600	600	600	-
Dissemination Agent	9,202	7,669	7,968	(300)
Attorney Fees	27,000	27,000	31,440	(4,440)
Annual Audit	3,475	3,475	4,200	(725)
Trustee Fees	9,000	7,500	6,139	1,361
Management Fees	62,288	51,906	51,907	-
Information Technology	2,124	1,770	1,770	-
Telephone	500	417	269	148
Postage	2,000	2,000	2,480	(480)
Printing and Binding	1,000	1,000	2,303	(1,303)
Insurance	14,050	11,708	13,239	(1,531)
Legal Advertising	2,000	1,667	1,416	251
Office Supplies	200	167	53	113
Other Current Charges	100	100	629	(529)
Dues, Licenses & Subscriptions	175	175	175	-
Total General & Administrative	\$ 162,531	\$ 142,150	\$ 145,799	\$ (3,648)
<u>Operations & Maintenance</u>				
<u>Amenity Center</u>				
Insurance	\$ 57,064	\$ 47,553	\$ 51,666	\$ (4,113)
Repairs & Replacements	75,000	62,500	60,527	1,973
Special Events	20,000	16,667	19,896	(3,230)
Staff Uniforms	1,000	833	736	97
Recreational Supplies	900	900	1,630	(730)
Recreational Passes	1,000	1,000	1,000	-
Other Current Charges	500	417	-	417
Permit Fees	800	667	717	(50)
Office Supplies	2,000	1,667	1,360	306
Credit Card Machine Fees	900	750	842	(92)
Pest Control	3,000	2,500	2,758	(258)
Pool Chemicals - Poolsure	33,000	27,500	31,139	(3,639)
Refuse Service	16,000	13,333	13,915	(582)
Security	10,752	8,960	8,998	(38)
Website	1,800	1,500	1,650	(150)
Holiday Decorations	7,000	5,833	6,901	(1,067)
Subscriptions	2,000	1,667	1,790	(124)

Aberdeen
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2026

	Adopted Budget	Prorated Budget Thru 07/31/26	Actual Thru 07/31/26	Variance
Utilities				
Water & Sewer	\$ 21,000	\$ 17,500	\$ 16,214	\$ 1,286
Electric	39,600	33,000	28,690	4,310
Cable/Internet/Phone	20,000	16,667	14,205	2,462
Management Contracts				
Field Operations Management - FirstService	88,924	74,103	71,642	2,461
Pool Attendants/Lifeguards - RMS	52,000	43,333	40,537	2,796
Facility Management - FirstService	116,486	97,071	92,531	4,540
Janitorial Services - FirstService	59,472	49,560	42,728	6,832
General Facility Maintenance - FirstService	67,584	56,320	52,897	3,423
Resident Services Coordinator- FirstService	90,838	75,699	53,385	22,314
Management Fee - FirstService	14,928	12,440	12,540	(100)
Auto/Phone Allowance - FirstService	-	-	900	(900)
Fitness Center Cleaning - Jani King	19,584	16,320	16,320	-
Subtotal Amenity Center	\$ 823,132	\$ 686,260	\$ 648,116	\$ 38,143
Ground Maintenance				
Electric	\$ 16,000	\$ 13,333	\$ 12,029	\$ 1,304
Streetlighting	40,000	33,333	29,640	3,693
Lake Maintenance	35,000	29,167	28,085	1,082
Landscape Maintenance	271,653	226,377	221,569	4,808
Landscape Contingency	30,000	25,000	27,279	(2,279)
Common Area Maintenance	13,000	10,833	3,791	7,042
Reuse Water	38,000	31,667	31,900	(233)
Irrigation Repairs	9,060	7,550	1,096	6,454
Subtotal Ground Maintenance	\$ 452,713	\$ 377,261	\$ 355,390	\$ 21,871
Total Operations & Maintenance	\$ 1,275,844	\$ 1,063,520	\$ 1,003,506	\$ 60,014
Capital Reserve Funding	\$ 70,000	\$ -	\$ -	\$ -
Total Expenditures	\$ 1,508,375	\$ 1,205,671	\$ 1,149,305	\$ 56,366
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ 300,204	\$ 372,253	\$ (40,683)
<u>Other Financing Sources/(Uses):</u>				
Transfer In	\$ -	\$ -	175,000	\$ (175,000)
Transfer (Out)	-	-	(175,000)	175,000
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ -	\$ 300,204	\$ 372,253	\$ (40,683)
Fund Balance - Beginning	\$ -		\$ 53,694	
Fund Balance - Ending	\$ -		\$ 425,947	

Aberdeen
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Special Assessments - Tax Roll	\$ 7,505	\$ 74,768	\$ 1,308,485	\$ 3,215	\$ 45,610	\$ 14,539	\$ 18,125	\$ -	\$ 2,408	\$ 11,937	\$ -	\$ -	\$ 1,486,592
Interest Income	172	8	104	194	1,649	2,427	2,290	2,183	1,823	1,526	-	-	12,376
Amenities Revenue/Misc	285	272	1,293	2,190	2,240	3,295	875	7,579	1,208	3,352	-	-	22,590
Total Revenues	\$ 7,962	\$ 75,047	\$ 1,309,882	\$ 5,600	\$ 49,499	\$ 20,261	\$ 21,290	\$ 9,763	\$ 5,439	\$ 16,816	\$ -	\$ -	\$ 1,521,558

Expenditures:

General & Administrative:

Supervisor Fees	\$ 1,000	\$ -	\$ 1,000	\$ 800	\$ 800	\$ 800	\$ 1,000	\$ 1,000	\$ 800	\$ 800	\$ -	\$ -	\$ 8,000
FICA Expense	77	-	77	61	61	61	77	77	61	61	-	-	612
Assessment Administration	5,899	-	-	-	-	-	-	-	-	-	-	-	5,899
Engineering Fees	-	619	600	993	817	413	2,179	300	-	781	-	-	6,701
Arbitrage	-	-	-	-	-	-	-	-	-	600	-	-	600
Dissemination Agent	967	767	767	767	767	767	867	767	767	767	-	-	7,968
Attorney Fees	3,144	3,165	4,339	3,380	2,645	-	-	6,021	8,747	-	-	-	31,440
Annual Audit	-	-	-	-	-	-	4,200	-	-	-	-	-	4,200
Trustee Fees	3,438	-	1,351	-	-	-	-	-	1,351	-	-	-	6,139
Management Fees	5,191	5,191	5,191	5,191	5,191	5,191	5,191	5,191	5,191	5,191	-	-	51,907
Information Technology	177	177	177	177	177	177	177	177	177	177	-	-	1,770
Telephone	10	29	-	46	-	48	48	20	13	54	-	-	269
Postage	72	327	29	12	53	50	57	32	267	1,580	-	-	2,480
Printing and Binding	42	51	20	49	54	84	36	32	116	1,820	-	-	2,303
Insurance	13,239	-	-	-	-	-	-	-	-	-	-	-	13,239
Legal Advertising	-	240	-	74	70	205	70	-	-	756	-	-	1,416
Office Supplies	1	1	46	0	1	1	1	1	1	1	-	-	53
Other Current Charges	2	25	127	128	84	51	15	-	91	107	-	-	629
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Total General & Administrative	\$ 33,432	\$ 10,591	\$ 13,723	\$ 11,678	\$ 10,719	\$ 7,847	\$ 13,916	\$ 13,617	\$ 17,582	\$ 12,694	\$ -	\$ -	\$ 145,799

Operations & Maintenance

Amenity Center

Insurance	\$ 51,666	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51,666
Repairs & Replacements	5,395	4,310	3,719	2,958	4,505	11,031	1,911	10,470	13,184	3,044	-	-	60,527
Special Events	1,180	984	2,422	2,807	45	5,804	2,838	104	2,876	835	-	-	19,896
Staff Uniforms	-	-	66	236	-	433	-	-	-	-	-	-	736
Recreational Supplies	-	-	-	-	-	-	-	-	1,000	630	-	-	1,630
Recreational Passes	-	-	-	-	345	175	-	-	480	-	-	-	1,000
Other Current Charges	-	-	-	-	-	-	-	-	-	-	-	-	-
Permit Fees	-	-	-	-	-	-	-	-	717	-	-	-	717
Office Supplies	597	72	-	-	49	-	79	215	145	202	-	-	1,360
Credit Card Machine Fees	78	60	63	59	67	64	124	110	137	81	-	-	842
Pest Control	221	221	221	228	228	728	228	228	228	228	-	-	2,758
Pool Chemicals - Poolsure	3,016	3,016	3,016	3,134	3,134	3,134	3,134	3,134	3,210	3,211	-	-	31,139
Refuse Service	1,271	1,268	1,369	1,372	1,376	1,360	1,363	1,440	1,491	1,607	-	-	13,915
Security	896	896	896	896	896	908	896	921	896	896	-	-	8,998
Website	150	150	150	150	150	150	150	-	450	150	-	-	1,650
Holiday Decorations	3,450	-	-	3,450	-	-	-	-	-	-	-	-	6,901
Subscriptions	131	131	131	231	131	131	490	131	131	152	-	-	1,790
Utilities	-	-	-	-	-	-	-	-	-	-	-	-	-
Water & Sewer	1,949	2,037	1,702	1,981	1,669	1,163	959	1,459	1,669	1,626	-	-	16,214
Electric	3,395	3,020	2,443	2,650	2,825	2,974	2,739	2,839	2,691	3,114	-	-	28,690
Cable/Internet/Phone	1,517	1,349	866	879	879	3,294	1,076	2,334	590	1,420	-	-	14,205

Aberdeen
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Management Contracts													
Field Operations Management - FirstService	\$ 3,787	\$ 6,732	\$ 6,728	\$ 6,719	\$ 10,247	\$ 6,883	\$ 6,018	\$ 7,734	\$ 7,270	\$ 9,525	\$ -	\$ -	\$ 71,642
Pool Attendants/Lifeguards - RMS	-	-	-	-	-	2,406	-	3,409	5,385	29,337	-	-	40,537
Facility Management - FirstService	4,887	8,886	8,886	8,862	13,062	8,962	8,098	9,826	8,962	12,098	-	-	92,531
Janitorial Services - FirstService	2,552	3,412	3,222	4,515	6,122	4,282	3,571	5,255	4,457	5,340	-	-	42,728
General Facility Maintenance - FirstService	2,962	4,347	5,162	4,380	7,460	5,276	5,276	5,276	6,140	6,618	-	-	52,897
Resident Services Coordinator- FirstService	2,767	5,719	5,757	3,011	2,892	5,062	5,133	6,795	6,698	9,550	-	-	53,385
Management Fee - FirstService	1,244	1,244	1,244	1,244	1,244	1,244	1,244	1,244	1,244	1,344	-	-	12,540
Auto/Phone Allowance - FirstService	100	100	100	100	100	100	100	100	100	-	-	-	900
Fitness Center Cleaning - Jani King	1,632	1,632	1,632	1,632	1,632	1,632	1,632	1,632	1,632	1,632	-	-	16,320
Subtotal Amenity Center	\$ 94,842	\$ 49,587	\$ 49,797	\$ 51,495	\$ 59,058	\$ 67,197	\$ 47,060	\$ 64,659	\$ 71,783	\$ 92,641	\$ -	\$ -	\$ 648,116
Ground Maintenance													
Electric	\$ 1,123	\$ 1,227	\$ 1,108	\$ 1,213	\$ 1,207	\$ 1,151	\$ 1,255	\$ 1,287	\$ 1,225	\$ 1,233	\$ -	\$ -	\$ 12,029
Streetlighting	2,829	2,909	2,906	2,925	2,991	2,921	2,993	3,132	3,069	2,965	-	-	29,640
Lake Maintenance	-	2,675	-	5,350	-	5,350	2,675	6,685	2,675	2,675	-	-	28,085
Landscape Maintenance	22,860	22,860	22,860	22,860	22,860	22,860	22,860	22,860	12,350	26,342	-	-	221,569
Landscape Contingency	2,011	2,500	1,500	-	3,200	-	-	8,100	2,423	7,545	-	-	27,279
Common Area Maintenance	1,000	-	-	-	-	-	2,054	-	156	581	-	-	3,791
Reuse Water	3,422	5,501	3,804	2,706	3,970	1,378	2,142	2,560	2,956	3,462	-	-	31,900
Irrigation Repairs	-	-	-	-	1,096	-	-	-	-	-	-	-	1,096
Subtotal Ground Maintenance	\$ 33,244	\$ 37,672	\$ 32,177	\$ 35,053	\$ 35,324	\$ 33,660	\$ 33,978	\$ 44,623	\$ 24,855	\$ 44,803	\$ -	\$ -	\$ 355,390
Total Operations & Maintenance	\$ 128,086	\$ 87,258	\$ 81,974	\$ 86,548	\$ 94,382	\$ 100,857	\$ 81,037	\$ 109,282	\$ 96,639	\$ 137,443	\$ -	\$ -	\$ 1,003,506
Capital Reserve Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 161,518	\$ 97,849	\$ 95,696	\$ 98,226	\$ 105,101	\$ 108,704	\$ 94,954	\$ 122,899	\$ 114,220	\$ 150,137	\$ -	\$ -	\$ 1,149,305
Excess (Deficiency) of Revenues over Expenditures	\$ (153,556)	\$ (22,802)	\$ 1,214,185	\$ (92,626)	\$ (55,602)	\$ (88,443)	\$ (73,664)	\$ (113,137)	\$ (108,781)	\$ (133,322)	\$ -	\$ -	\$ 372,253
Other Financing Sources/Uses:													
Transfer In	\$ 100,000	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	175,000
Transfer (Out)	-	-	-	(175,000)	-	-	-	-	-	-	-	-	(175,000)
Total Other Financing Sources/Uses	\$ 100,000	\$ 75,000	\$ -	\$ (175,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ (53,556)	\$ 52,198	\$ 1,214,185	\$ (267,626)	\$ (55,602)	\$ (88,443)	\$ (73,664)	\$ (113,137)	\$ (108,781)	\$ (133,322)	\$ -	\$ -	\$ 372,253

Aberdeen
Community Development District
Debt Service Fund Series 2020A-1 and 2020A-2
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 07/31/26	Thru 07/31/26	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 1,928,685	\$ 1,928,685	\$ 1,953,508	\$ 24,823
Interest Income	10,000	10,000	50,007	40,007
Total Revenues	\$ 1,938,685	\$ 1,938,685	\$ 2,003,515	\$ 64,830
Expenditures:				
<u>2020A-1</u>				
Interest 11/1	\$ 246,219	\$ 246,219	\$ 246,219	\$ -
Principal Prepayment 11/1	-	-	10,000	(10,000)
Interest 5/1	246,219	246,219	245,969	250
Principal 5/1	1,045,000	1,045,000	1,040,000	5,000
<u>2020A-2</u>				
Interest 11/1	84,550	84,550	84,550	-
Interest 5/1	84,550	84,550	84,550	-
Principal 5/1	255,000	255,000	255,000	-
Total Expenditures	\$ 1,961,538	\$ 1,961,538	\$ 1,966,288	\$ (4,750)
Excess (Deficiency) of Revenues over Expenditures	\$ (22,852)	\$ (22,852)	\$ 37,227	\$ 60,080
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ (22,852)	\$ (22,852)	\$ 37,227	\$ 60,080
Fund Balance - Beginning	\$ 652,744		\$ 1,288,221	
Fund Balance - Ending	\$ 629,892		\$ 1,325,448	

Aberdeen
Community Development District
Debt Service Fund Series 2018
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 07/31/26	Thru 07/31/26	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 133,250	\$ 133,250	\$ 135,425	\$ 2,174
Interest Income	5,000	4,167	4,000	(167)
Total Revenues	\$ 138,250	\$ 137,417	\$ 139,424	\$ 2,007
Expenditures:				
Interest 11/1	\$ 44,958	\$ 44,958	\$ 44,958	\$ -
Principal Prepayment 11/1	-	-	5,000	(5,000)
Interest 5/1	44,958	44,958	44,830	128
Principal 5/1	40,000	40,000	40,000	-
Principal Prepayment 5/1	-	-	5,000	(5,000)
Total Expenditures	\$ 129,915	\$ 129,915	\$ 139,788	\$ (9,873)
Excess (Deficiency) of Revenues over Expenditures	\$ 8,335	\$ 7,502	\$ (363)	\$ (7,865)
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ 113	\$ 113
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ 113	\$ 113
Net Change in Fund Balance	\$ 8,335	\$ 7,502	\$ (250)	\$ (7,752)
Fund Balance - Beginning	\$ 54,303		\$ 123,690	
Fund Balance - Ending	\$ 62,639		\$ 123,440	

Aberdeen
Community Development District
Capital Reserve Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2026

	Adopted Budget	Prorated Budget Thru 07/31/26	Actual Thru 07/31/26	Variance
Revenues				
Capital Reserve Funding	\$ 70,000	\$ -	\$ -	\$ -
Impact fees	-	-	20,259	20,259
Interest	10,000	10,000	13,698	3,698
Total Revenues	\$ 80,000	\$ 10,000	\$ 33,957	\$ 23,957
Expenditures:				
Capital Outlay	\$ 100,000	\$ 83,333	\$ 350	\$ 82,983
Repair and Replacements	100,000	83,333	23,504	59,829
Other Current Charges	1,000	1,000	10,261	(9,261)
Total Expenditures	\$ 201,000	\$ 167,667	\$ 34,115	\$ 133,551
Excess (Deficiency) of Revenues over Expenditures	\$ (121,000)	\$ (157,667)	\$ (158)	\$ (109,595)
Other Financing Sources/(Uses)				
Transfer In	\$ -	\$ -	\$ 175,000	\$ 175,000
Transfer (Out)	-	-	(175,000)	(175,000)
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ (121,000)		\$ (158)	
Fund Balance - Beginning	\$ 528,153		\$ 559,550	
Fund Balance - Ending	\$ 407,153		\$ 559,392	

Aberdeen
Community Development District
Capital Projects Fund Series 2018
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2026

	Actual	
	Thru 07/31/26	
<u>Revenues</u>		
Interest Income	\$	3
Total Revenues	\$	3
<u>Expenditures:</u>		
Capital Outlay	\$	-
Total Expenditures	\$	-
Excess (Deficiency) of Revenues over Expenditures	\$	3
<u>Other Financing Sources/(Uses)</u>		
Transfer In/(Out)	\$	(113)
Total Other Financing Sources (Uses)	\$	(113)
Net Change in Fund Balance	\$	(110)
Fund Balance - Beginning	\$	110
Fund Balance - Ending	\$	-

Aberdeen
Community Development District
Long Term Debt Report

Series 2020A-1 Special Assessment Revenue Refunding Bonds	
Interest Rate:	2.625% - 5.0%
Maturity Date:	11/1/2036
Reserve Fund Definition	25% of DSRF
Reserve Fund Requirement	\$ 378,625
Reserve Fund Balance	378,625
Bonds Outstanding: 5/20/2020	\$ 18,485,000
Less: Principal Payment - 5/1/21	(815,000)
Less: Principal Prepayment - 11/1/21	(15,000)
Less: Principal Payment - 5/1/22	(855,000)
Less: Principal Prepayment - 5/1/22	(10,000)
Less: Principal Payment - 5/1/23	(900,000)
Less: Principal Prepayment - 11/1/23	(15,000)
Less: Principal Payment - 5/1/24	(945,000)
Less: Principal Payment - 5/1/25	(990,000)
Less: Principal Prepayment - 5/1/25	(5,000)
Less: Principal Prepayment - 11/1/25	(10,000)
Less: Principal Payment - 5/1/26	(1,040,000)
Current Bonds Outstanding	\$ 12,885,000

Series 2020A-2 Special Assessment Revenue Refunding Bonds	
Interest Rate:	4.0% - 4.75%
Maturity Date:	5/1/2049
Reserve Fund Definition	50% of DSRF
Reserve Fund Requirement	\$ 218,250
Reserve Fund Balance	218,250
Bonds Outstanding: 5/20/2020	\$ 4,890,000
Less: Principal Payment - 5/1/21	(215,000)
Less: Principal Payment - 5/1/22	(225,000)
Less: Principal Prepayment - 5/1/22	(150,000)
Less: Principal Payment - 5/1/23	(225,000)
Less: Principal Prepayment - 5/1/23	(35,000)
Less: Principal Prepayment - 11/1/23	(5,000)
Less: Principal Payment - 5/1/24	(235,000)
Less: Principal Payment - 5/1/25	(240,000)
Less: Principal Payment - 5/1/26	(255,000)
Current Bonds Outstanding	\$ 3,305,000

Series 2018 Special Assessment Revenue Refunding Bonds	
Interest Rate:	4%-5.1%
Maturity Date:	5/1/2049
Reserve Fund Definition	50% of MADS
Reserve Fund Requirement	\$ 65,273
Reserve Fund Balance	65,273
Bonds Outstanding: 11/1/2018	\$ 2,065,000
Less: Principal Prepayment - 2/1/20	(5,000)
Less: Principal Payment - 5/1/20	(30,000)
Less: Principal Prepayment - 8/1/20	(5,000)
Less: Principal Prepayment - 11/1/20	(5,000)
Less: Principal Payment - 5/1/21	(35,000)
Less: Principal Prepayment - 5/1/21	(5,000)
Less: Principal Payment - 5/1/22	(35,000)
Less: Principal Prepayment - 5/1/22	(5,000)
Less: Principal Payment - 5/1/23	(35,000)
Less: Principal Prepayment - 8/1/23	(5,000)
Less: Principal Prepayment - 11/1/23	(5,000)
Less: Principal Payment - 5/1/24	(40,000)
Less: Principal Prepayment - 5/1/24	(5,000)
Less: Principal Prepayment - 11/1/24	(5,000)
Less: Principal Prepayment - 2/1/25	(5,000)
Less: Principal Payment - 5/1/25	(40,000)
Less: Principal Prepayment - 5/1/25	(5,000)
Less: Principal Prepayment - 11/1/25	(5,000)
Less: Principal Payment - 5/1/26	(40,000)
Less: Principal Prepayment - 5/1/26	(5,000)
Current Bonds Outstanding	\$ 1,745,000

C.

ABERDEEN COMMUNITY DEVELOPMENT DISTRICT

Fiscal Year 2026 Summary of Assessment Receipts

ASSESSED	# UNITS ASSESSED	TOTAL ASSESSED	SERIES 2020 DEBT ASMT	SERIES 2018 DEBT ASMT	O&M ASMT
NET ASSESSMENTS TAX ROLL	50,936	3,555,644.72	1,942,646.44	134,671.52	1,478,326.77
TAX ROLL RECEIVED		3,575,525.06	1,953,508.18	135,424.50	1,486,592.38
BALANCE DUE		7,131,169.78	3,896,154.62	270,096.02	2,964,919.15

Units include 49,000 square feet of Commercial

SUMMARY OF TAX ROLL RECEIPTS					
ST JOHNS COUNTY DISTRIBUTION	DATE RECEIVED	AMOUNT RECEIVED	SERIES 2020 DEBT RECEIPTS	SERIES 2018 DEBT RECEIPTS	O&M RECEIPTS
1	11/5/2024	18,051.31	9,862.43	683.70	7,505.18
2	11/18/2025	82,880.57	45,282.26	3,139.14	34,459.17
3	11/21/2025	96,949.56	52,968.94	3,672.00	40,308.62
4	12/16/2025	115,928.56	63,338.22	4,390.84	48,199.50
5	12/21/2025	184,499.94	100,802.58	6,988.01	76,709.35
6	01/14/2026	2,846,715.44	1,555,318.95	107,820.53	1,183,575.96
7	01/27/2026	7,732.96	4,224.95	292.89	3,215.12
8	02/15/2026	109,700.16	59,935.30	4,154.94	45,609.92
9	03/6/2026	34,969.57	19,105.82	1,324.49	14,539.26
10	04/6/2026	3,118.73	1,703.94	118.12	1,296.67
11	04/24/2026	40,474.73	22,113.60	1,533.00	16,828.13
12	05/10/2026	-	-	-	-
TAX CERT	06/5/2026	5,792.39	3,164.70	219.39	2,408.30
10 (APR-JUN)	07/2/2026	28,711.14	15,686.49	1,087.45	11,937.20
		-	-	-	-
TOTAL TAX ROLL RECEIPTS		3,575,525.06	1,953,508.18	135,424.50	1,486,592.38
PERCENT COLLECTED TAX ROLL		100.56%	100.56%	100.56%	100.56%

D.

Aberdeen

Community Development District

Check Run Summary

July 31, 2026

Check		Check No.	Amount
General Fund - Wells Fargo			
Payroll	7/29/26	51080-51083	\$ 738.80
Total			\$ 738.80
General Fund - Wells Fargo			
Accounts Payable			
	7/6/26	5586-5590	\$ 26,750.23
	7/14/26	5591-5594	12,215.19
	7/23/26	5595-5601	35,326.65
			\$ 74,292.07
Capital Reserve Fund - Wells Fargo			
Accounts Payable	7/23/26	190-191	\$ 2,654.10
			\$ 2,654.10
Total			\$ 76,946.17
Autopayments - Wells Fargo			
	7/6/26	Comcast	\$ 621.05
	7/14/26	JEA Utilities	12,400.58
	7/16/26	Comcast	504.99
	7/20/26	GFL Environmental	1,606.71
	7/24/26	Comcast	293.95
	7/28/26	WF Credit Card June Charges	4,855.57
Total			\$ 20,282.85

*Autopayment invoices and Wells Fargo Credit Card invoices are available upon request.

CHECK #	EMP #	EMPLOYEE NAME	CHECK AMOUNT	CHECK DATE
51080	17	HARRIET S CLARKE	184.70	7/29/2026
51081	15	LAUREN Q EGGLESTON	184.70	7/29/2026
51082	19	RICHARD A PEREZ	184.70	7/29/2026
51083	16	THOMAS G MARMO	184.70	7/29/2026
TOTAL FOR REGISTER			738.80	

ABER ABERDEEN TLEE

ATTENDANCE SHEET

District: Aberdeen

Meeting Date: 07.28.26

	Supervisor	In Attendance	Fees
1.	Lauren Egleston Chairperson	☒	\$200
2.	Susie Clarke Assistant Secretary	☒	\$200
3.	Thomas Marmo Assistant Secretary	☒	\$200
4.	Paul Fogel Vice Chairman	☐	\$200
5.	Richard Perez Assistant Secretary	☒	\$200

District Manager: Maureen July 28, 2024

PLEASE RETURN COMPLETED FORM TO OKSANA KUZMUK

AP300R
*** CHECK NOS. 005586-005601

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
ABERDEEN - GENERAL FUND
BANK A ABERDEEN CDD

RUN 7/30/26

PAGE 1

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK.... AMOUNT #
7/06/26	00259	6/26/26 11159472	202606 320-53800-45918	JUN PROPERTY MANAGER	*	864.00	
		6/26/26 11159472	202606 320-53800-45915	JUN FRONT DESK	*	864.00	
		6/26/26 11159472	202606 320-53800-45506	JUN JANITOR	*	864.00	
		6/26/26 11159472	202606 320-53800-45921	JUN MAINTENANCE CREW	*	864.00	
		6/26/26 11159472	202606 320-53800-46000	JUN MAINT SUPERVISOR	*	864.00	
				FIRST SERVICE RESIDENTIAL			4,320.00 005586
7/06/26	00213	6/30/26 95374	202606 320-53800-46100	JUN LAKE MAINTENANCE	*	2,675.00	
				FUTURE HORIZONS, INC			2,675.00 005587
7/06/26	00339	7/01/26 814039	202607 320-53800-46200	JUL LANDSCAPE MAINTENANCE	*	14,912.50	
				THE GREENERY INC			14,912.50 005588
7/06/26	00309	7/01/26 JAK07260	202607 320-53800-45927	JUL JANITORIAL SERVICES	*	1,632.00	
				JANI-KING OF JACKSONVILLE			1,632.00 005589
7/06/26	00079	7/01/26 13129563	202607 320-53800-45507	JUL POOL CHEMICALS	*	3,210.73	
				POOLSURE			3,210.73 005590
7/14/26	00286	6/30/26 7778720	202606 310-51300-48000	5/19 BOS MTG&6/8 CANDIDAT	*	135.92	
		6/30/26 7778720	202606 310-51300-48000	6/15 NTC OF MTG #12372715	*	70.00	
				USA TODAY MEDIA CORP			205.92 005591
7/14/26	00017	7/01/26 738	202607 310-51300-34000	JUL MANAGEMENT FEES	*	5,190.67	
		7/01/26 738	202607 310-51300-35100	JUL INFO TECH	*	177.00	
		7/01/26 738	202607 310-51300-31300	JUL DISSEM AGENT SRVCS	*	766.83	
		7/01/26 738	202607 310-51300-51000	OFFICE SUPPLIES	*	.87	
		7/01/26 738	202607 310-51300-42000	POSTAGE	*	21.46	
		7/01/26 738	202607 310-51300-42500	COPIES	*	67.80	

ABER ABERDEEN TLEE

AP300R
*** CHECK NOS. 005586-005601

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
ABERDEEN - GENERAL FUND
BANK A ABERDEEN CDD

RUN 7/30/26

PAGE 2

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
		7/01/26 738	202607 310-51300-41000		*	53.89	
		TELEPHONE		GOVERNMENTAL MANAGEMENT SERVICES			6,278.52 005592
7/14/26 00339		7/09/26 815675	202606 320-53800-46300		*	5,224.50	
		TREE PRUNING-PALMS-6/30		THE GREENERY INC			5,224.50 005593
7/14/26 00312		7/07/26 195392	202606 310-51300-31100		*	506.25	
		JUN ENGINEERING SERVICES		MATTHEWS DESIGN GROUP LLC			506.25 005594
7/23/26 00340		7/21/26 68471	202607 310-51300-42000		*	1,558.44	
		FY27 ASMNT MAILED NOTICES			*	1,751.97	
		7/21/26 68471	202607 310-51300-42500		*		
		FY27 ASMNT MAILED NOTICES		CHEROKEE PRINTING INC			3,310.41 005595
7/23/26 00259		7/01/26 11161722	202607 320-53800-45921		*	1,244.00	
		JUL MANAGEMENT FEE			*	50.00	
		7/01/26 11161722	202607 320-53800-45921		*	50.00	
		JUL GEN MGR PHONE BILL			*	3,999.20	
		7/01/26 11161722	202607 320-53800-45921		*	2,867.75	
		JUL MAINT SUPV PHONE BILL			*	1,805.98	
		7/03/26 11160455	202607 320-53800-45918		*	3,186.36	
		JUL GENERAL MANAGER			*	2,206.10	
		7/03/26 11160455	202607 320-53800-45915		*		
		JUL FRONT DESK			*		
		7/03/26 11160455	202607 320-53800-45506		*		
		JUL JANITORIAL			*		
		7/03/26 11160455	202607 320-53800-46000		*		
		JUL SUPVSR BUILDING MAINT			*		
		7/03/26 11160455	202607 320-53800-45917		*		
		JUL BUILDING MAINT		FIRST SERVICE RESIDENTIAL			15,409.39 005596
7/23/26 00339		7/10/26 815757	202606 320-53800-46300		*	170.00	
		PLAYGROUNDS-RAKING-6/30		THE GREENERY INC			170.00 005597
7/23/26 00301		7/01/26 445213	202607 320-53800-45400		*	895.99	
		JUL SECURITY SERVICES		HI TECH SYSTEM ASSOCIATES INC			895.99 005598
7/23/26 00082		6/30/26 98	202606 320-53800-45913		*	14,140.86	
		JUN LIFEGUARD SERVICES		RIVERSIDE MANAGEMENT SERVICES INC			14,140.86 005599

ABER ABERDEEN

TLEE

AP300R
*** CHECK NOS. 005586-005601

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
ABERDEEN - GENERAL FUND
BANK A ABERDEEN CDD

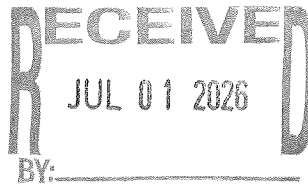
RUN 7/30/26

PAGE 3

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
7/23/26	00323	7/10/26 4732	202607 320-53800-46300	TREE REMOVAL	*	1,250.00	
TREE WORK BY MITCH DRAKE & SONS							1,250.00 005600
7/23/26	00221	7/01/26 3232	202607 320-53800-45919	JUL MAINT & NEWS LETTER	*	150.00	
ROBERTA G NAGLE							150.00 005601
TOTAL FOR BANK A						74,292.07	
TOTAL FOR REGISTER						74,292.07	

ABER ABERDEEN

TLEE



INVOICE

Invoice Number 11159472
Invoice Date 6/26/2026
Terms 15 ePay ACH BP
Period Begin 6/1/2026
Customer 100-OSNC
Account # MED-OSNC
Total Amount Due: \$4,320.00

Aberdeen Community Development District
110 Flower of Scotland Avenue
Saint Johns, FL 32259
kate.trivelpiece@fsresidential.com;

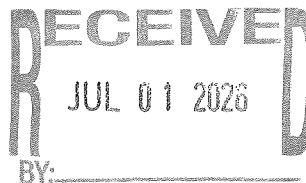
Medical Insurance

Date	Position	Employee	Amount
6/1/2026	Property Manager	320.53800.45918 Trivelpiece, Katherine	\$864.00
		Subtotal	\$864.00
6/1/2026	Front Desk	320.53800.45915 Moxley, Ashley	\$864.00
		Subtotal	\$864.00
6/1/2026	Janitor	320.53800.45906 Oliver, Jason E	\$864.00
		Subtotal	\$864.00
6/1/2026	Maintenance Crew	320.53800.45917 Newman, Joshua D	\$864.00
		Subtotal	\$864.00
6/1/2026	Maintenance Supervisor	320.53800.45912 Parker, Jay	\$864.00
		Subtotal	\$864.00
			Subtotal \$4,320.00
			Tax \$0.00
			Total \$4,320.00

Future Horizons, Inc

403 N First Street
PO Box 1115
Hastings, FL 32145
USA

Voice: 904-692-1187
Fax: 904-692-1193

**INVOICE**

Invoice Number: 95374
Invoice Date: Jun 30, 2026
Page: 1

Bill To:

Aberdeen CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

Ship to:

Aberdeen CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

Customer ID	Customer PO	Payment Terms	
Aberdeen01	Per Contract	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Hand Deliver		7/30/26

Quantity	Item	Description	Unit Price	Amount
1.00	Aquatic Weed Control	Aquatic Weed Control services performed in June 2026	2,675.00	2,675.00
Subtotal				2,675.00
Sales Tax				
Freight				
Total Invoice Amount				2,675.00
Payment/Credit Applied				
TOTAL				2,675.00

Check/Credit Memo No:

Overdue invoices are subject to finance charges.



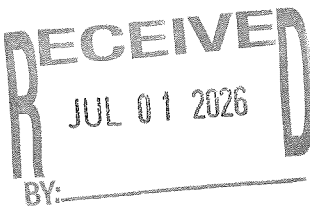
PO Box 6569
Hilton Head Island, SC 29938

Bill To
GMS 475 w Town PL Ste 114 St Augustine , FL 32092

Invoice 814039	
Date	PO/Contract#
07/01/26	89588
Account Manager	Terms
Joshua Wolfe	Net 30
Total Amount	\$14,912.50
Property Address	
Aberdeen CDD 110 Flower of Scotland Ave Fruit Cove, FL 32259	

Please detach and return with payment. *PAYMENTS DUE UPON RECEIPT* Thank You!

Description	Amount
#92289 - Maintenance Contract Services - Aberdeen CDD July 2026	\$14,912.50
Total	\$14,912.50



*Landscape Contract
320,538.00 - 46200*

Visa, Discover, AMEX, and MasterCard are accepted. All credit card transactions will incur a 3% non-refundable convenience fee. Payments can also be made via ACH, or by mailing a check to:

P.O. Box 6569 Hilton Head Island, SC 29938.

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due
\$14,912.50	\$0.00	\$0.00	\$0.00	\$0.00

Phone #	E-mail	Web Site
843-785-3848	accountsreceivable@thegreeneryinc.com	www.thegreeneryinc.com



Remit To:
JANI-KING OF JACKSONVILLE
5700 ST. AUGUSTINE ROAD
JACKSONVILLE FL 32207
(904) 346-3000

Invoice	
Date 07/01/2026	Number JAK07260046
Due Date 07/31/2026	Cust # 126102
Invoice Amount \$ 1,632.00	Amount Remitted

Sold To:
ABERDEEN COMMUNITY DEVELOPMENT

475 WEST TOWER PLACE
STE 114
ST AUGUSTINE FL 32092

For:
ABERDEEN COMMUNITY DEVELOPMENT

110 FLOWER OF SCOTLAND AVE
FRUIT COVE FL 32259

Make All Checks Payable To: JANI-KING OF JACKSONVILLE
RETURN THIS PORTION WITH YOUR PAYMENT

JANI-KING OF JACKSONVILLE
Commercial Cleaning Services
(904) 346-3000



Sold To:
ABERDEEN COMMUNITY DEVELOPMENT
475 WEST TOWER PLACE
STE 114
ST AUGUSTINE FL 32092

For:
ABERDEEN COMMUNITY DEVELOPMENT
110 FLOWER OF SCOTLAND AVE
FRUIT COVE FL 32259

Invoice No	Date	Cust No	Slsmn No	PO Number	Franchisee	Due Date	
JAK07260046	07/01/2026	126102	FO SOLD		DARRYL HALL ENTERPRISES LLC	07/31/2026	
Quantity	Description				Unit Price	Extended Price	
1	MONTHLY CONTRACT BILLING AMOUNT FOR JULY				1632.00	1632.00	
RECEIVED JUL 01 2026 BY: _____ Contract 320.53800-45927							
Pay On-Line: https://linktr.ee/janikingjax Make All Checks Payable To: JANI-KING OF JACKSONVILLE					Amount of Sale		\$ 1,632.00
					Sales Tax		\$ 0.00
					Total		\$ 1,632.00



Invoice

Date
Invoice#

7/1/2026
131295635989

1707 Townhurst Dr.
Houston TX 77043
(800) 858-POOL (7665)
www.poolsure.com

Terms	Net 20
Due Date	7/21/2026
PO #	

Bill To	Ship To
GMS LLC Aberdeen CDD 475 West Town Place Suite 114 St. Augustine FL 32092	Aberdeen CCD 110 Flowers of Scotland Jacksonville FL 32259

OUR REMITTANCE ADDRESS HAS CHANGED. Physical payments will only be received at 1707 Townhurst Dr, Houston, TX 77043. Payments sent to any other address may experience delays. LATE FEE: This constitutes notice under the truth in lending act that any accounts remaining unpaid after the due date are subject to 1 1/2% per month late charge and attorney fees.

Item	Description	Qty	Units	Amount
WM-CHEM-FLAT	Water Management Flat Billing Rate	1	ea	\$3,063.42
WM-SHED RENTAL	Monthly rental fee for storage shed	1	ea	\$10.00
Fuel Surcharge	Fuel/Environmental Transit Fee	1	ea	\$137.31

Subtotal \$3,210.73

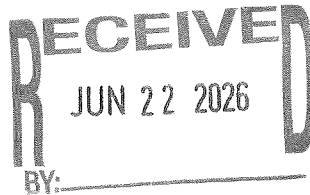
Tax \$0.00

Total \$3,210.73

Amount Paid/Credit Applied \$0.00

Balance Due \$3,210.73

[Click Here to Pay Now](#)



131295635989

USA TODAY CO.



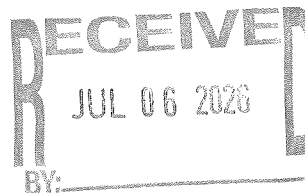
ACCOUNT NAME Aberdeen Cdd/Gms		ACCOUNT # 764138	INV DATE 06/30/26
INVOICE # 0007778720	INVOICE PERIOD Jun 1- Jun 30, 2026	CURRENT INVOICE TOTAL \$70.00	
PREPAY (Memo Info) \$0.00	UNAPPLIED (included in amt due) \$0.00	TOTAL CASH AMT DUE* \$205.92	

BILLING ACCOUNT NAME AND ADDRESS Aberdeen Cdd/Gms SUITE 4 393 Palm Coast Pkwy Sw Palm Coast, FL 32137	PAYMENT DUE DATE: JULY 31, 2026 Legal Entity: USA TODAY Media Corp. Terms and Conditions: Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited. All funds payable in US dollars.
BILLING INQUIRIES/ADDRESS CHANGES 1-877-736-7612 or smb@usatodayco.com	FEDERAL ID 47-2390983
Immediate Action Required: Enroll in E-Invoicing. USA TODAY Co. has discontinued mailed invoices as we move to paperless billing. If you received this by mail, enroll today to avoid invoice delivery interruption: https://gcil.my.site.com/financialservicesportal/s/e-invoicing .	

Date	Description	Amount
6/1/26	Balance Forward	\$135.92

Package Advertising:

Start-End Date	Order Number	Product	Description	PO Number	Package Cost
6/15/26	12372715	SAG St Augustine Record	Notice of Meeting		\$70.00



As an incentive for customers, we provide a discount off the total invoice cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and Save!

Total Cash Amount Due	\$205.92
Service Fee 3.99%	\$8.22
*Cash/Check/ACH Discount	-\$8.22
*Payment Amount by Cash/Check/ACH	\$205.92
Payment Amount by Credit Card	\$214.14

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

ACCOUNT NAME Aberdeen Cdd/Gms		ACCOUNT NUMBER 764138		INVOICE NUMBER 0007778720		AMOUNT PAID \$205.92
CURRENT DUE \$70.00	30 DAYS PAST DUE \$135.92	60 DAYS PAST DUE \$0.00	90 DAYS PAST DUE \$0.00	120+ DAYS PAST DUE \$0.00	UNAPPLIED PAYMENTS \$0.00	TOTAL CASH AMT DUE* \$205.92
REMITTANCE ADDRESS (Include Account# & Invoice# on check) USA TODAY Media Corp. PO Box 631244 Cincinnati, OH 45263-1244				TO PAY BY PHONE PLEASE CALL: 1-877-736-7612		TOTAL CREDIT CARD AMT DUE \$214.14
				To sign up for E-mailed invoices and online payments please go to https://gcil.my.site.com/financialservicesportal/s/		

00007641380000000000000077787200002059267172

USA TODAY CO.



PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Katelyn Beach
GMS, LLC
Aberdeen CDD c/o GMS, LLC
475 W. Town Place, Suite 114
St. Augustine FL 32092

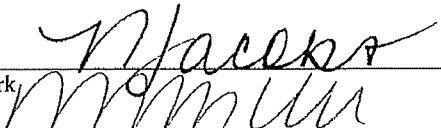
STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the St Augustine Record, published in St Johns County, Florida; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of St Johns County, Florida, or in a newspaper by print in the issues of, on:

SAG St Augustine Record 05/11/2026
SAG staugustine.com 05/11/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 05/11/2026

Legal Clerk, 

Notary, State of WI, County of Brown

8.25.26

My commission expires

Publication Cost:	\$70.00	
Tax Amount:	\$0.00	
Payment Cost:	\$70.00	
Order No:	12273105	# of Copies:
Customer No:	764138	1
PO #:	May meeting	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

MARIAH VERHAGEN
Notary Public
State of Wisconsin

NOTICE OF MEETING ABERDEEN COMMUNITY DEVELOPMENT DISTRICT

The meeting of the Board of Supervisors (the "Board") of the Aberdeen Community Development District is scheduled to be held on Tuesday, May 19, 2026 at 6:00 p.m. located at the Aberdeen Amenity Center, 110 Flower of Scotland Avenue, Saint Johns, Florida 32259. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for this meeting may be obtained from the District Manager, 475 West Town Place, Suite 114, World Golf Village, St. Augustine, Florida 32092 (and phone (904) 940-5850). This meeting may be continued to a date, place and time certain, to be announced at the meeting. There may be occasions when one or more Supervisors will participate by telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager at (904) 940-5850 at least two calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at this meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Marilee Giles
District Manager

USA TODAY CO.



PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Katelyn Beach
GMS, LLC
Aberdeen CDD c/o GMS, LLC
475 W. Town Place, Suite 114
St. Augustine FL 32092

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the St Augustine Record, published in St Johns County, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of St Johns County, Florida, or in a newspaper by print in the issues of, on:

SAG St Augustine Record 05/14/2026
SAG staugustine.com 05/14/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 05/14/2026

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$65.92
Tax Amount: \$0.00
Payment Cost: \$65.92
Order No: 12324899
Customer No: 764138
PO #:

of Copies:
1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

MARIAH VERHAGEN
Notary Public
State of Wisconsin

NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE ABERDEEN COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Aberdeen Community Development District will commence at noon on June 8, 2026, and close at noon on June 12, 2026. Candidates must qualify for the office of Supervisor with the St. Johns County Supervisor of Elections located at 4455 Avenue A, Suite 101 St. Augustine, Florida 32095, Phone (904) 823-2238. All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a "qualified elector" of the District, as defined in Section 190.003, *Florida Statutes*. A "qualified elector" is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the St. Johns County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*. The Aberdeen Community Development District has three (3) seats up for election, specifically seats 1, 3, and 5. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 3, 2026, and in the manner prescribed by law for general elections. For additional information, please contact the St. Johns County Supervisor of Elections.

USA TODAY CO.



PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Katelyn Beach
GMS, LLC
Aberdeen CDD c/o GMS, LLC
475 W. Town Place, Suite 114
St. Augustine FL 32092

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the St Augustine Record, published in St Johns County, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of St Johns County, Florida, or in a newspaper by print in the issues of, on:

SAG St Augustine Record 06/15/2026
SAG staugustine.com 06/15/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 06/15/2026

Legal Clerk

Notary, State of WI, County of Brown

8.25.26

My commission expires

Publication Cost: \$70.00
Tax Amount: \$0.00
Payment Cost: \$70.00
Order No: 12372715
Customer No: 764138

of Copies:
1

PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

MARIAH VERHAGEN
Notary Public
State of Wisconsin

NOTICE OF MEETING ABERDEEN COMMUNITY DEVELOPMENT DISTRICT

The meeting of the Board of Supervisors (the "Board") of the Aberdeen Community Development District is scheduled to be held on **Tuesday, June 23, 2026 at 4:00 p.m. located at the Aberdeen Amenity Center, 110 Flower of Scotland Avenue, Saint Johns, Florida 32259.** The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for this meeting may be obtained from the District Manager, 475 West Town Place, Suite 114, World Golf Village, St. Augustine, Florida 32092 (and phone (904) 940-5850). This meeting may be continued to a date, place and time certain, to be announced at the meeting. There may be occasions when one or more Supervisors will participate by telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager at (904) 940-5850 at least two calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at this meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Marilee Giles
District Manager

Governmental Management Services, LLC

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

Invoice

Invoice #: 738

Invoice Date: 7/1/26

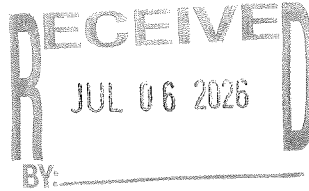
Due Date: 7/1/26

Case:

P.O. Number:

Bill To:

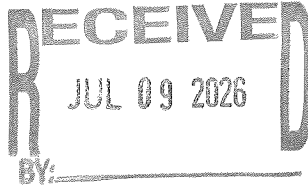
Aberdeen CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092



Description	Hours/Qty	Rate	Amount
Management Fees - July 2026		5,190.67	5,190.67
Information Technology - July 2026		177.00	177.00
Dissemination Agent Services - July 2026		766.83	766.83
Office Supplies		0.87	0.87
Postage		21.46	21.46
Copies		67.80	67.80
Telephone		53.89	53.89
Total			\$6,278.52
Payments/Credits			\$0.00
Balance Due			\$6,278.52



PO Box 6569
Hilton Head Island, SC 29938



Invoice 815675	
Date	PO/Contract#
07/09/26	89588
Account Manager	Terms
Joshua Wolfe	Net 30
Total Amount	\$5,224.50
Property Address	
Aberdeen CDD 110 Flower of Scotland Ave Fruit Cove, FL 32259	

Bill To
GMS 475 w Town PL Ste 114 St Augustine , FL 32092

Please detach and return with payment. *PAYMENTS DUE UPON RECEIPT* Thank You!

Description	Amount
#92288 - Aberdeen CDD- JUNE 2026 Maintenance	
Tree Pruning - Palms - 06/30/2026	\$5,224.50
Total	\$5,224.50

Visa, Discover, AMEX, and MasterCard are accepted. All credit card transactions will incur a 3% non-refundable convenience fee. Payments can also be made via ACH, or by mailing a check to:

P.O. Box 6569 Hilton Head Island, SC 29938.

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due
\$20,137.00	\$0.00	\$0.00	\$0.00	\$0.00

Phone #	E-mail	Web Site
843-785-3848	accountsreceivable@thegreeneryinc.com	www.thegreeneryinc.com

Project Manager Michael Williams

Aberdeen Community Development District
Oksana Kuzmuk
475 West Town Place, Suite 114
St. Augustine, FL 32092

Matthews | **DCCM**
Engineering - Architecture - Planning - Surveying

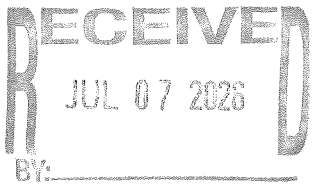
July 07, 2026
Invoice # 195392

Project 0000021848.0000 23254.00 - Aberdeen CDD

This invoice includes charges for tasks performed for your project, including:

- CDD meeting attendance
- Research tree ownership between Julington Creek and Aberdeen CDDs
- Agenda review and filing

Please call Michael Williams if you have any questions or concerns regarding your project.
For billing inquiries, please contact our Accounting Department.



Professional Services through June 30, 2026

Phase 0001 Engineering Services

	Hours	Rate	Amount	
Division Lead	.75	275.00	206.25	
CAD Designer III	2.00	150.00	300.00	
Total Labor				506.25
Total Due:				506.25

Billed to Date

	Current Due	Prior Billed	Billed to Date
Labor	506.25	27,151.25	27,657.50
Expense	0.00	451.71	451.71
Unit	0.00	2.13	2.13
Totals	506.25	27,605.09	28,111.34

7 Waldo Street, St. Augustine, FL 32084 | 904.826.1334 | www.matthews.dccm.com

LICENSE #26535, LB8590, LA6666877

Invoices are due upon receipt.

Prompt payments are critical to keeping your project on schedule. Payments not received within 30 days of the invoice date are considered past due and all work and submittals will be placed on hold until payment is received along with finance charges of 18% annual accrued. We appreciate your business and cooperation with timely payments.

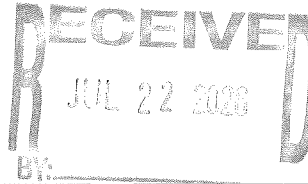
CHEROKEE

PRINTING, INC.



3733 Adirolf Rd
Jacksonville, FL 32207
(904)398-2852

Invoice

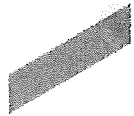


Date	Invoice #
7/21/2026	68471

Bill To	Ship To
Aberdeen CDD 475 West Town Place Suite 114 St Augustine, FL 32092	

Job No	P.O. Number	Terms	Ship	Via
		Due on receipt	7/21/2026	

Quantity	Item Code	Description	Amount
1,998	CASS Certify	Aberdeen CDD Load, read, convert files, CASS Certify addresses to enable automation based postage rates: Create automation based sack/tray tags & postal documents: format for inkjet addressing	187.31
1	Form Layout	Form layout & preparation	37.50
1,998	Printing	Laser 1 sheet front & back	699.30
1,998	Fold	Fold Materials	128.73
1,998	Insert	Insert one piece into #10 envelope, seal, sort and mail, Standard Rate	180.24
2,018	Printing	#10 Window envelope printed one color black ink	518.89
1,998	Postage	Postage	1,558.44
Total			\$3,310.41



FirstService
RESIDENTIAL

Aberdeen Community Development District
110 Flower of Scotland Avenue
Saint Johns, FL 32259
kate.trivelpiece@fsresidential.com;

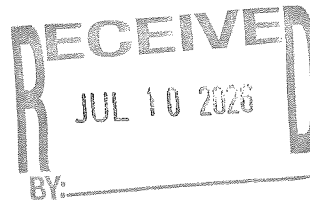
INVOICE

Invoice Number 11161722
Invoice Date 7/1/2026
Terms 15 ePay ACH BP
Service Period 7/1/2026
Customer 100-0SNC

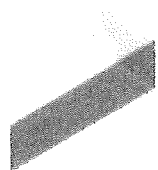
Invoice Type MGFE
Account # MGF-0SNC
Total Amount Due: \$1,344.00

Description	Total
Management Fee	\$1,244.00
Allowance	\$100.00
Cell Phone Allowance for General Manager & Maintenance Supervisor	

Subtotal	\$1,344.00
Tax	\$0.00
Total	\$1,344.00

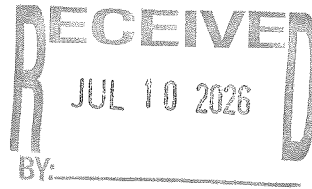


*Mingut
Contract
320.53800.45912*


FirstService

RESIDENTIAL

Aberdeen Community Development District
110 Flower of Scotland Avenue
Saint Johns, FL 32259
kate.trivelpiece@fsresidential.com;



INVOICE

Invoice Number 11160455
Invoice Date 7/3/2026
Terms 15 ePay ACH BP
Period Start 6/13/2026
Period End 6/26/2026

Customer 100-0SNC
Account # PAY-0SNC
Total Amount Due: \$14,065.39

Position	Labor Rate	Employee	Hours	Pay Rate	Amount
General Manager, Property Oper	15.00%	Trivelpiece, Katherine	8.00 HOLIDAY	\$43.47	\$399.92
General Manager, Property Oper	15.00%	Trivelpiece, Katherine	72.00 REG	\$43.47	\$3,599.28
				Subtotal	\$3,999.20
Staff, Front Desk	25.00%	Moxley, Ashley	8.00 HOLIDAY	\$21.00	\$210.00
Staff, Front Desk	25.00%	Moxley, Ashley	71.10 REG	\$21.00	\$1,866.38
Staff, Front Desk	25.00%	Orozco, Hailey	38.37 REG	\$16.50	\$791.37
				Subtotal	\$2,867.75
Staff, Janitorial	25.00%	Oliver, Jason E	8.00 HOLIDAY	\$17.86	\$178.59
Staff, Janitorial	25.00%	Oliver, Jason E	0.20 OT	\$26.79	\$6.70
Staff, Janitorial	25.00%	Oliver, Jason E	72.60 REG	\$17.86	\$1,620.69
				Subtotal	\$1,805.98
Supervisor, Building Maint	25.00%	Parker, Jay	8.00 HOLIDAY	\$30.11	\$301.13
Supervisor, Building Maint	25.00%	Parker, Jay	2.72 OT	\$45.17	\$153.58
Supervisor, Building Maint	25.00%	Parker, Jay	72.57 REG	\$30.11	\$2,731.65
				Subtotal	\$3,186.36
Staff, Building Maint	25.00%	Newman, Joshua D	8.00 HOLIDAY	\$22.06	\$220.61

FirstService

RESIDENTIAL

Aberdeen Community Development District
110 Flower of Scotland Avenue
Saint Johns, FL 32259
kate.trivelpiece@fsresidential.com;

INVOICE

Invoice Number 11160455
Invoice Date 7/3/2026
Terms 15 ePay ACH BP
Period Start 6/13/2026
Period End 6/26/2026

Customer 100-0SNC
Account # PAY-0SNC
Total Amount Due: \$14,065.39

Position	Labor Rate	Employee	Hours	Pay Rate	Amount
Staff, Building Maint	25.00%	Newman, Joshua D	1.97 PTO	\$22.06	\$54.33
Staff, Building Maint	25.00%	Newman, Joshua D	70.03 REG	\$22.06	\$1,931.16
				Subtotal	\$2,206.10

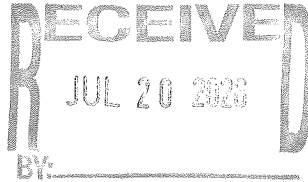
Subtotal \$14,065.39
Tax \$0.00
Total **\$14,065.39**

General Manager, Property Oper 320.53800.45918 \$3,999.20
Staff, Building Maint 320.53800.45917 \$2,206.10
Staff, Front Desk 320.53800.45915 \$2,867.75
Staff, Janitorial 320.53800.45506 \$1,805.98
Supervisor, Building Maint 320.53800.46000 \$3,186.36

18



PO Box 6569
Hilton Head Island, SC 29938



Invoice 815757	
Date	PO/Contract#
07/10/26	89588
Account Manager	Terms
ALLEN FLANNERY	Net 30
Total Amount	\$170.00
Property Address	
Aberdeen CDD 110 Flower of Scotland Ave Fruit Cove, FL 32259	

Bill To
GMS 475 w Town PL Ste 114 St Augustine , FL 32092

Please detach and return with payment. *PAYMENTS DUE UPON RECEIPT* Thank You!

Description	Qty/UOM	Rate	Amount
#92288 - Aberdeen CDD- JUNE 2026 Maintenance			
Playgrounds - Raking & Redistribution - 06/30/2026			\$170.00
		Total	\$170.00

Visa, Discover, AMEX, and MasterCard are accepted. All credit card transactions will incur a 3% non-refundable convenience fee. Payments can also be made via ACH, or by mailing a check to:

P.O. Box 6569 Hilton Head Island, SC 29938.

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due
\$5,394.50	\$0.00	\$0.00	\$0.00	\$0.00

Phone #	E-mail	Web Site
843-785-3848	accountsreceivable@thegreeneryinc.com	www.thegreeneryinc.com



Tallahassee, FL 32308
2498 Centerville Rd.

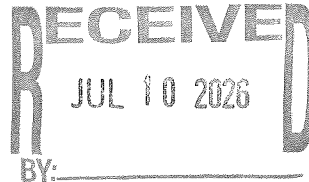
Invoice

Invoice #: 445213
Invoice Date: 07/01/2026
Completed: 07/04/2026
Terms: Due On Receipt
Bid#:

Bill to:

Aberdeen CDD
475 West Town Place
Suite 114
Saint Augustine, FL 32092
[Click Here to Pay Online!](#)

475 West Town Place



HiTechFlorida.com

Description	Qty	Rate	Amount
10696117-AC - Access Control System - Aberdeen CDD - Gym - 96 BUSH PL, Saint Johns, FL			
Hi-Tech Commercial Access 1	1.00	\$20.00	20.00
Add-on Access 1	1.00	\$10.00	10.00
10696117-CCTV - CCTV Cloud - Aberdeen CDD - Gym - 96 BUSH PL, Saint Johns, FL			
Hi-Tech Commercial Video 16	1.00	\$60.00	60.00
Add-on AI Deterrence	1.00	\$52.00	52.00
HT OVRC Net Pro	1.00	\$25.00	25.00
2-14151-ACC-1 - Access Control System - Amenity Center Aberdeen CDD - 110 Flower Of Scotland Ave , Saint Johns, FL			
HT Comm Access 4	1.00	\$50.00	50.00
Add-on Access 1	1.00	\$20.00	20.00
2-14151-CCTV-1 - CCTV System - Amenity Center Aberdeen CDD - 110 Flower Of Scotland Ave , Saint Johns, FL			
HT OVRC Net Pro	1.00	\$25.00	25.00
Hi-Tech Commercial Video 16	1.00	\$60.00	60.00
Add-on AI Deterrence	1.00	\$64.00	64.00
AS50-0651 - Security System - Aberdeen CDD - Gym - 96 BUSH PL, Saint Johns, FL			
Hi-Tech Commercial Interactive Plus	1.00	\$59.99	59.99
CHKT0065 - CCTV System - Amenity Center Aberdeen CDD - 110 Flower Of Scotland Ave , Saint Johns, FL			
HT CHekT Custom Site	1.00	\$200.00	200.00
HT CHekT Exterior Secured Camera	1.00	\$250.00	250.00
Sales Tax			0.00

Contract
320.53800.45400
KS

Tech Resolution Note:

Thank you for choosing Hi-Tech!

To review or pay your account online, please visit our online bill payment portal at [Hi-Tech Customer Portal](#). You will need your customer number and billing zip code to create a new login.

Support@hitechflorida.com
Office: 850-385-7649

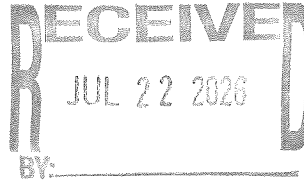
Total	\$895.99
Payments	\$0.00
Balance Due	\$895.99

Riverside Management Services, Inc

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

Invoice**Invoice #:** 98**Invoice Date:** 6/30/2026**Due Date:** 6/30/2026**Case:****P.O. Number:****Bill To:**

Aberdeen CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092



Description	Hours/Qty	Rate	Amount
Lifeguard Services - June 2026	614.82	23.00	14,140.86
Total			\$14,140.86
Payments/Credits			\$0.00
Balance Due			\$14,140.86

ABERDEEN CDD

RIVERSIDE MANAGEMENT SERVICES, INC.
LIFEGUARD INVOICE DETAIL

Quantity	Description	Rate	Amount
614.82	Lifeguard Services for Aberdeen	\$ 23.00	\$14,140.86
	Covers June 2026		
	GL # 001.320.53800.45913		
	TOTAL DUE:		<u>\$14,140.86</u>

**ABERDEEN COMMUNITY DEVELOPMENT DISTRICT
RIVERSIDE MANAGEMENT SERVICES, INC.
LIFEGUARD BILLABLE HOURS JUNE 2026**

<u>Date</u>	<u>Hours</u>	<u>Employee</u>	<u>Description</u>
6/1/26	4.97	K.H.	Lifeguarding
6/1/26	4.93	L.M.	Lifeguarding
6/1/26	4.83	D.W.	Lifeguarding
6/2/26	6.77	K.B.	Lifeguarding
6/2/26	4.1	K.H.	Lifeguarding
6/2/26	4.02	B.M.	Lifeguarding
6/2/26	3.83	J.P.	Lifeguarding
6/2/26	3.82	G.W.	Lifeguarding
6/3/26	4.08	D.G.	Lifeguarding
6/3/26	3.95	K.H.	Lifeguarding
6/3/26	4.2	B.M.	Lifeguarding
6/3/26	7	L.M.	Lifeguarding
6/3/26	3.8	E.W.P.	Lifeguarding
6/4/26	6.78	K.B.	Lifeguarding
6/4/26	6.88	L.M.	Lifeguarding
6/4/26	3.83	E.W.P.	Lifeguarding
6/4/26	3.9	D.W.	Lifeguarding
6/5/26	3.77	R.C.	Lifeguarding
6/5/26	4	B.M.	Lifeguarding
6/5/26	6.93	L.M.	Lifeguarding
6/5/26	3.95	E.W.P.	Lifeguarding
6/5/26	3.98	G.W.	Lifeguarding
6/6/26	6.73	K.B.	Lifeguarding
6/6/26	4	D.G.	Lifeguarding
6/6/26	4.05	K.H.	Lifeguarding
6/6/26	6.77	G.W.	Lifeguarding
6/7/26	3.88	R.C.	Lifeguarding
6/7/26	4	D.G.	Lifeguarding
6/7/26	4.02	K.H.	Lifeguarding
6/7/26	4.2	B.M.	Lifeguarding
6/7/26	6.97	L.M.	Lifeguarding
6/8/26	4.88	L.M.	Lifeguarding
6/8/26	4.85	E.W.P.	Lifeguarding
6/8/26	4.6	G.W.	Lifeguarding
6/9/26	3.97	K.B.	Lifeguarding
6/9/26	6.9	R.C.	Lifeguarding
6/9/26	7.38	O.H.	Lifeguarding
6/9/26	3.88	D.W.	Lifeguarding
6/10/26	3.77	D.G.	Lifeguarding
6/10/26	3.97	K.H.	Lifeguarding
6/10/26	6.87	L.M.	Lifeguarding
6/10/26	3.82	E.W.P.	Lifeguarding
6/10/26	3.8	G.W.	Lifeguarding
6/11/26	6.9	D.G.	Lifeguarding
6/11/26	3.83	B.M.	Lifeguarding
6/11/26	6.92	L.M.	Lifeguarding
6/11/26	3.83	D.W.	Lifeguarding
6/12/26	6.42	R.C.	Lifeguarding
6/12/26	6.85	O.H.	Lifeguarding
6/12/26	4	B.M.	Lifeguarding
6/12/26	3.75	D.W.	Lifeguarding
6/13/26	5.77	D.G.	Lifeguarding
6/13/26	5.83	K.H.	Lifeguarding
6/13/26	2.77	E.W.P.	Lifeguarding
6/13/26	3.8	G.W.	Lifeguarding
6/14/26	3.77	K.H.	Lifeguarding
6/14/26	3.72	B.M.	Lifeguarding
6/14/26	6.84	L.M.	Lifeguarding
6/14/26	3.84	E.W.P.	Lifeguarding
6/14/26	3.84	G.W.	Lifeguarding

6/15/26	5.02	R.C.	Lifeguarding
6/15/26	5.02	D.G.	Lifeguarding
6/15/26	5	O.H.	Lifeguarding
6/16/26	6.92	K.B.	Lifeguarding
6/16/26	3.77	J.K.	Lifeguarding
6/16/26	3.82	E.W.P.	Lifeguarding
6/16/26	3.94	G.W.	Lifeguarding
6/16/26	3.77	D.W.	Lifeguarding
6/17/26	3.67	R.C.	Lifeguarding
6/17/26	6.94	K.H.	Lifeguarding
6/17/26	3.74	O.H.	Lifeguarding
6/17/26	4	B.M.	Lifeguarding
6/17/26	3.9	E.W.P.	Lifeguarding
6/18/26	3.75	K.B.	Lifeguarding
6/18/26	3.42	R.C.	Lifeguarding
6/18/26	4.02	K.H.	Lifeguarding
6/18/26	6.8	G.W.	Lifeguarding
6/18/26	3.75	D.W.	Lifeguarding
6/19/26	3.8	K.B.	Lifeguarding
6/19/26	3.8	R.C.	Lifeguarding
6/19/26	3.77	D.G.	Lifeguarding
6/19/26	3.67	O.H.	Lifeguarding
6/19/26	6.75	B.M.	Lifeguarding
6/20/26	3.75	D.G.	Lifeguarding
6/20/26	2.87	K.H.	Lifeguarding
6/20/26	3.85	O.H.	Lifeguarding
6/20/26	5.85	E.W.P.	Lifeguarding
6/20/26	2.85	G.W.	Lifeguarding
6/21/26	6.75	D.G.	Lifeguarding
6/21/26	6.77	O.H.	Lifeguarding
6/21/26	3.82	E.W.P.	Lifeguarding
6/21/26	3.74	D.W.	Lifeguarding
6/22/26	4.79	O.H.	Lifeguarding
6/22/26	4.77	E.W.P.	Lifeguarding
6/22/26	4.8	G.W.	Lifeguarding
6/23/26	3.89	R.C.	Lifeguarding
6/23/26	3.8	D.G.	Lifeguarding
6/23/26	3.97	K.H.	Lifeguarding
6/23/26	4	B.M.	Lifeguarding
6/23/26	6.77	L.M.	Lifeguarding
6/24/26	6.94	R.C.	Lifeguarding
6/24/26	6.97	D.G.	Lifeguarding
6/24/26	6.95	L.M.	Lifeguarding
6/25/26	3.82	K.B.	Lifeguarding
6/25/26	3.79	D.G.	Lifeguarding
6/25/26	3.82	K.H.	Lifeguarding
6/25/26	6.79	L.M.	Lifeguarding
6/25/26	3.57	G.W.	Lifeguarding
6/26/26	3.82	K.H.	Lifeguarding
6/26/26	3.79	B.M.	Lifeguarding
6/26/26	6.9	L.M.	Lifeguarding
6/26/26	3.92	G.W.	Lifeguarding
6/26/26	3.9	D.W.	Lifeguarding
6/27/26	6.94	D.G.	Lifeguarding
6/27/26	3.92	K.H.	Lifeguarding
6/27/26	3.69	O.H.	Lifeguarding
6/27/26	6.92	L.M.	Lifeguarding
6/28/26	6.9	D.G.	Lifeguarding
6/28/26	3.99	K.H.	Lifeguarding
6/28/26	3.87	B.M.	Lifeguarding
6/28/26	6.95	L.M.	Lifeguarding
6/29/26	4.94	K.H.	Lifeguarding
6/29/26	4.75	O.H.	Lifeguarding
6/29/26	4.89	B.M.	Lifeguarding
6/30/26	6.54	K.B.	Lifeguarding
6/30/26	3.84	D.G.	Lifeguarding
6/30/26	3.77	O.H.	Lifeguarding
6/30/26	3.79	B.M.	Lifeguarding
6/30/26	3.75	D.W.	Lifeguarding

TOTAL	<u>614.82</u>
-------	---------------



INVOICE #4732

ISSUED:

Jul 10, 2026

DUE:

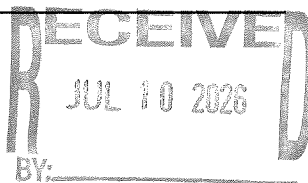
Jul 25, 2026

RECIPIENT:

Aberdeen CDD Community

493 Bell Branch Lane
Jacksonville, Florida 32259

Phone: (904) 303-7366



662 Nottingham Forest Circle
St Johns, FL 32259

Phone: (904) 287-3819

Email: mitchdrake04@yahoo.com

Website:

<https://www.treeworkbymitchdrakeandsons.com/>

For Services Rendered

Product/Service	Description	Qty.	Unit Price	Total
Jul 10, 2026				
Tree Removal	Cut down and leave in common area large hazardous pine and falling willow over fence	1	\$1,250.00	\$1,250.00

Make checks payable to "Tree Work by Mitch Drake & Sons" and mail to
4019 Cove Saint Johns Rd
Jacksonville, FL 32277
We accept all major credit cards with a 3% convenience fee. Please advise if you
intend to pay via credit card.
Thank you for your business. Please contact us with any questions regarding this
invoice.

Total **\$1,250.00**

Account balance **\$6,800.00**

Pay Now



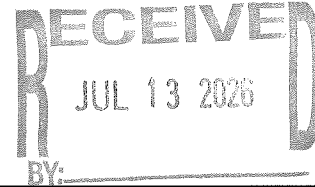
P.O. Box 762,
Middleburg, FL 32050

Invoice

Date	Invoice #
7/1/2026	3232

Bill To

GOVERNMENTAL MANAGEMENT SERVICES, LLC
ABERDEEN CDD
475 WEST TOWN PLACE, SUITE 114
WORLD GOLF VILLAGE
ST. AUGUSTINE, FL 32092



P.O. No.	Terms	Project

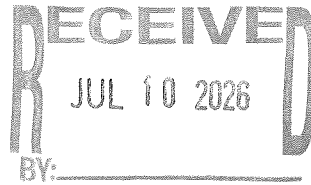
Quantity	Description	Rate	Amount
1	MONTHLY MAINTENANCE AND NEWSLETTER - ABERDEEN CDD	150.00	150.00
Total			\$150.00

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
7/23/26	00171	7/01/26 6993-C2N	202607 600-53800-60100		*	360.61	
		LOCKING SHOCK					
		7/14/26 6993-C2W	202607 600-53800-60100		*	1,943.49	
		MOTOR SEALS & BRACKETS					
				BIG Z POOL SERVICE, LLC			2,304.10 000190
7/23/26	00331	7/19/26 4281	202607 600-53800-60000		*	350.00	
		SHOWER REPAIR					
				LOCAL PLUMBER OF JACKSONVILLE LLC			350.00 000191
TOTAL FOR BANK B						2,654.10	
TOTAL FOR REGISTER						2,654.10	

ABER ABERDEEN

TLEE

Big Z Pool Service LLC
dba. Big Z Pools
172 Stokes Landing Rd.
Saint Augustine, FL 32095
904.868.4660



Aberdeen CDD C/o First Service Residential
110 Flower of Scotland Ave.
Saint Johns, FL 32259

Invoice Number	6993-C2N
Date of Issue	07/01/2026
Due Date	07/11/2026
Reference	Locking Shock
Amount Due (USD)	\$360.61

Description	Rate	Qty	Line Total
RE: Locking Shock Installed: 06/22/26	\$0.00	1	\$0.00
Locking 60lb Pneumatic Lid Support Shock	\$160.61	1	\$160.61
Labor	\$175.00	1	\$175.00
Fuel Surcharge	\$25.00	1	\$25.00
Subtotal			360.61
Tax			0.00
Total			360.61
Amount Paid			0.00
Amount Due (USD)			\$360.61

Notes

Job completed: 06/22/26. Thank you for your business!

Terms

The due date is reflected in the top right hand corner of the invoice.

Late Payment Fee: Overdue payments for pool service are subject to a \$70.00 late fee and repair, remodel, material based, or service calls are subject to a 3.5% late fee on the total outstanding balance. The late fee applies once the payment is past the net terms and the additional 5-day grace period we allot for mail delivery delays. Payments delayed due to discrepancies not disclosed prior to the payment being late and the fee assessed will not be waived.

Acceptance: Estimate accepted online

Preferred Payment Methods:

Cash

Check

Credit Cards: We accept credit cards; however, a 3.5% surcharge fee applies if that feature is enabled for the invoice.

Legal Considerations:

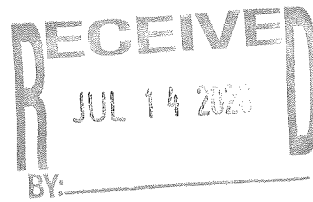
State of Florida Laws: Any legal action shall be subject to the laws of the State of Florida.

Exclusive Venue: The exclusive venue for any legal proceedings shall be St. Augustine, St. Johns County, Florida.

Litigation Costs: In the event of litigation for nonpayment, the prevailing party may recover reasonable costs and attorney fees, including those incurred on appeal.

Your cooperation in adhering to these terms is greatly appreciated. If you have any questions or need further

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Invoice Number	6993-C2W
Date of Issue	07/14/2026
Due Date	07/24/2026
Reference	Pump #1
Amount Due (USD)	\$1,943.49

Description	Rate	Qty	Line Total
RE: Motor seals and brackets After completing pump #2 install today, Josh noticed that there were still bubbles present in the pool. We turned off pump #1 and only had pump#2 running and did not see any bubbles them. So, this is the same exact estimate for pump #1. Job completed: 07/14/26	\$0.00	1	\$0.00
10hp Motor Bracket	\$529.21	1	\$529.21
Complete Seal Kit for C-Series Pump motor seal, paper gasket and shaft sleeve	\$460.00	1	\$460.00
Vacuum gauge 2" liquid-filled, with 1/4" tubing and new fittings	\$54.28	1	\$54.28
Labor	\$875.00	1	\$875.00
Fuel Surcharge	\$25.00	1	\$25.00
	Subtotal		1,943.49
	Tax		0.00
	Total		1,943.49
	Amount Paid		0.00
	Amount Due (USD)		\$1,943.49

Notes

Job completed: 07/14/26. Thank you for your business!

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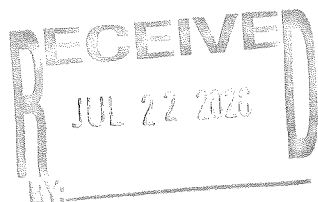
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LocalPro of Jacksonville

Aberdeen CDD
Aberdeen CDD
110 Flower Of Scotland Ave
Saint Johns , FL 32259

(904) 303-7366
Jay.Parker@fsresidential.com



INVOICE	#4281
SERVICE DATE	Jul 19, 2026
PAYMENT TERMS	Upon receipt
DUE DATE	Jul 20, 2026
AMOUNT DUE	\$350.00

SERVICE ADDRESS

110 Flower Of Scotland Ave
Saint Johns , FL 32259

CONTACT US

10713 Gelding Dr
Jacksonville, FL 32257

(904) 855-7333
zack@tampabayplumber.com

Service completed by: Ryan Labrador, Cameron
Arteman

INVOICE

Service	Qty	Unit price	Amount
Trip & Diagnosis	1.0	\$225.00	\$225.00
-This price includes trip and diagnosis. When we arrived we were told that water was puddling up from under the kitchen cabinet and around the cleanout on the floor. When we arrived there wasn't any water on the floor. -We filled up the sink multiple times and performed a drop test, ran the dishwasher, and there were no signs of any leaks. -We opened the cleanout and there was a little water on top of the second cap. We ran a camera down the sewer and there weren't any signs of a blockage. One of the staff members showed us the AC that's on the backside of the kitchen wall. The pan was full of water and leaking around the base. I would suspect that the issue is coming from the AC			
After Hours Fee	1.0	\$125.00	\$125.00
This price is to do any job after normal business hours			

Subtotal	\$350.00
Job Total	\$350.00
Amount Due	\$350.00

Acceptance of Work Performed: I acknowledge satisfactory completion of the above described work, and that the premises have been left in a satisfactory condition.

Terms: Payment is due upon completion of work performed (see Terms & Conditions for any payment not received within 30 days of completion). LocalPro does not guarantee parts which are not supplied by us and if repairs are needed due to those parts being defective or incomplete you will be charged separately. LocalPro does not warranty clearing of blockages in sewer line. I understand that if my check does not clear, I could be held liable for the amount of the check plus all bank fees, court costs and attorney fees, if applicable, associated with the collection of funds owed.

According to Florida's Construction Lien Law (Sections 713.001-713.37, Florida Statutes): Those who work on your property, or provide materials and services, and are not paid in full have a right to enforce their claim for payment against your property. This claim is known as a "Construction Lien." If your contractor, or a subcontractor, fails to pay subcontractors, sub-subcontractors, or material suppliers, those people who are owed money may look to your property for payment, even if you have already paid your contractor in full. If you fail to pay your contractor, your contractor may also have a lien on your property. This means if a lien is filed, your property could be sold against your will to pay for labor, materials, or other services that your contractor or a subcontractor may have failed to pay. The current price is ONLY VALID for 90 days from the date of original Estimate/Invoice.

To protect yourself, you should stipulate in this contract that before any payment is made, your contractor is required to provide you with a written release of lien from any person or company that has provided to you a "Notice to Owner." Florida's construction lien law is complex, and it is recommended that you consult an attorney.

See our Terms & Conditions