

*Rolling Hills  
Community Development District*

*August 11, 2020*

# *Rolling Hills*

## *Community Development District*

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475 West Town Place, Suite 114  
Phone: 904-940-5850 - Fax: 904-940-5899

August 4, 2020

Board of Supervisors  
Rolling Hills Community  
Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Rolling Hills Community Development District will be held Tuesday, August 11, 2020 at 6:00 p.m. via Zoom. Following is the advance agenda for the meeting:

- I. Roll Call
- II. Audience Comments
- III. Affidavit of Publication
- IV. Approval of Minutes of the May 14, 2020 Meeting and July 23, 2020 Special Meeting
- V. Consideration of Matters Related to Series 2020 Bonds
  - A. Presentation of Supplemental Engineer's Report
  - B. Presentation of Preliminary Assessment Methodology
  - C. Consideration of Delegation Resolution, 2020-08
    1. Supplemental Indenture
    2. Preliminary Limited Offering Memorandum
    3. Bond Purchase Agreement
    4. Continuing Disclosure Agreement
- VI. Matters Regarding Phase A Construction Project
  - A. Ratification of Agreement for Construction Services
  - B. Resolution Authorizing Direct Purchase, Resolution 2020-10
  - C. Temporary Construction & Access Easement Agreement
  - D. Consideration of Construction Funding Agreement
- VII. Public Hearing to Adopt the Revised Rules of Procedure, Resolution 2020-05
- VIII. Consideration of Contract Renewals
  - A. Proposal from Riverside Management Services for Fiscal Year 2021
  - B. Yellowstone Landscaping
  - C. Lake Maintenance Proposals
- IX. Public Hearing Adopting the Budget for Fiscal Year 2021
  - A. Consideration of Resolution 2020-06, Relating to the Annual Appropriations and Adopting the Budget for Fiscal Year 2021
  - B. Consideration of Resolution 2020-07, Imposing Special Assessments and Certifying an Assessment Roll for Fiscal Year 2021
- X. Consideration of License Agreement with Clay High School Swim Team
- XI. Presentation Regarding Tennis Programming

- XII. Other Business
- XIII. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. Manager – Discussion of Proposed Meeting Schedule for Fiscal Year 2021 and Consideration of Resolution 2020-09
  - D. Operations / Amenity Manager - Report
- XIV. Supervisor's Requests
- XV. Audience Comments
- XVI. Financial Reports
  - A. Balance Sheet & Income Statement
  - B. Assessment Receipt Schedule
  - C. Check Register
- XVII. Next Scheduled Meeting: TBD @ 6:00 p.m. at the Rolling Hills Amenity Center
- XVIII. Adjournment

Enclosed for your review and approval is a copy of the minutes from the May 14, 2020 meeting and the July 23, 2020 special meeting.

The fifth order of business is consideration of matters related to Series 2020 bonds. Enclosed for your review is a copy of the Preliminary Assessment Methodology, Resolution 2020-08 and the Supplemental Indenture. Other support material will be sent under separate cover.

The sixth order of business is matters regarding Phase A construction project. Enclosed for your review are the items as outlined above. A copy of the agreement for construction services will be sent under separate cover.

The seventh order of business is the public hearing to adopt the Rules of Procedure. Enclosed for your review is a copy of the rules as well as Resolution 2020-05.

The eighth order of business is consideration of contract renewals. Enclosed for your review is a copy of the proposals as outlined above.

The ninth order of business is the public hearing to adopt the budget for Fiscal Year 2021, which is enclosed along with a copy of Resolution 2020-06 and Resolution 2020-07.

The tenth order of business is consideration of license agreement with Clay High School, which is enclosed for your review.

The eleventh order of business is presentation of tennis programming. Any support material will be sent under separate cover.

Enclosed under the Manager's Report is a proposed meeting schedule for Fiscal Year 2021 along with a copy of Resolution 2020-09.

Enclosed under the Operations / Amenity Manager's report is a memorandum.

Enclosed are the financials, assessment receipt schedule and the check register.

The balance of the agenda is routine in nature, and any additional support material will be presented and discussed at the meeting. If you have any questions in the meantime, please feel free to contact me.

Sincerely,

*James Oliver*

James Oliver  
Manager

cc: Katie Buchanan  
Keith Hadden

Gabe McKee

## *AGENDA*

# *Rolling Hills Community Development District Agenda*

Tuesday  
August 11, 2020  
6:00 p.m.

*District Website:* [www.rollinghillscdd.com](http://www.rollinghillscdd.com)

- I. Roll Call
- II. Audience Comments
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  - C. Consideration of Delegation Resolution, 2020-08
    - 1. Supplemental Indenture
    - 2. Preliminary Limited Offering Memorandum
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    - 4. Continuing Disclosure Agreement
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- VII. Public Hearing to Adopt the Revised Rules of Procedure, Resolution 2020-05
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- XIV. Supervisor's Requests
- XV. Audience Comments
- XVI. Financial Reports
  - A. Balance Sheet & Income Statement
  - B. Assessment Receipt Schedule
  - C. Check Register
- XVII. Next Scheduled Meeting: TBD @ 6:00 p.m. at the Rolling Hills Amenity Center
- XVIII. Adjournment

### *THIRD ORDER OF BUSINESS*

**PUBLISHER AFFIDAVIT**  
**CLAY TODAY**  
 Published Weekly  
 Orange Park, Florida

**STATE OF FLORIDA**  
**COUNTY OF CLAY:**

Before the undersigned authority personally appeared Jon Cantrell, who on oath says that he is the publisher of the "Clay Today" a newspaper published weekly at Orange Park in Clay County, Florida; that the attached copy of advertisement being a

**NOTICE OF RULE DEVELOPMENT**

in the matter of

**RULES OF PROCEDURE**

**LEGAL: 46135 ORDER: 312096**

was published in said newspaper in the issues:

**07/02/2020**

Affiant further says that said "Clay Today" is a newspaper published at Orange Park, in said Clay County, Florida, and that the said newspaper has heretofore been continuously published in said Clay County, Florida, weekly, and has been entered as Periodical material matter at the post office in Orange Park, in said Clay County, Florida, for period of one year next proceeding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



**NOTICE OF RULE  
 DEVELOPMENT  
 BY THE ROLLING HILLS  
 COMMUNITY DEVELOPMENT  
 DISTRICT**

In accord with Chapters 120 and 190, Florida Statutes, the Rolling Hills Community Development District ("District") hereby gives notice of its intention to develop Rules of Procedure to govern the operations of the District.

The Rules of Procedure will address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

The purpose and effect of the Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. The legal authority for the adoption of the proposed Rules of Procedure includes sections 190.011(5), 190.011(15) and 190.035, Florida Statutes (2019). The specific laws implemented in the Rules of Procedure include, but are not limited to, sections 112.08, 112.3143, 112.3144, 112.3145, 119.07, 119.0701, 189.053, 189.069(2)(a)16, 190.006, 190.007, 190.008, 190.011(3), 190.011(5), 190.011(15), 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.0113, 286.0114, 287.017, 287.055 and 287.084, Florida Statutes (2019).

A copy of the proposed Rules of Procedure may be obtained by contacting the District Manager, c/o Governmental Management Services, 475 West Town Place, Suite 114, World Golf Village, St. Augustine, Florida 32092, (904) 940-5850. Jim Oliver, District Manager  
 Rolling Hills Community Development District  
 Legal 46135 published July 2, 2020 in Clay County's Clay Today newspaper.

Sworn to me and subscribed before me 07/02/2020.

*Christie Lou Wayne*  
 NOTARY PUBLIC, STATE OF FLORIDA



3515 US HWY 17 Suite A, Fleming Island FL 32003  
 Telephone (904) 264-3200 - FAX (904) 264-3285  
 E-Mail: Christie@opcfla.com



**PUBLISHER AFFIDAVIT  
CLAY TODAY**  
Published Weekly  
Orange Park, Florida

**STATE OF FLORIDA  
COUNTY OF CLAY:**

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**NOTICE OF RULEMAKING**

in the matter of

**ROLLING HILLS**

**LEGAL: 46136 ORDER: 312097**

was published in said newspaper in the issues:

**07/09/2020**

Affiant further says that said "Clay Today" is a newspaper published at Orange Park, in said Clay County, Florida, and that the said newspaper has heretofore been continuously published in said Clay County, Florida, weekly, and has been entered as Periodical material matter at the post office in Orange Park, in said Clay County, Florida, for period of one year next proceeding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



**NOTICE OF  
RULEMAKING  
REGARDING THE RULES OF  
PROCEDURE OF THE  
ROLLING HILLS  
COMMUNITY DEVELOPMENT  
DISTRICT**

A public hearing will be conducted by the Board of Supervisors of the Rolling Hills Community Development District ("District") on August 11, 2020 at 6:00 p.m. It is anticipated that the public hearing will take place at the at the Rolling Hills Amenity Center, 3212 Bradley Creek Parkway, Green Cove Springs, Florida 32043. In the event that the COVID-19 public health emergency prevents the public hearing from occurring in-person, the District may conduct the public hearing by telephone or video conferencing communications media technology pursuant to governmental orders, including but not limited to Executive Orders 20-52 and 20-69 issued by Governor DeSantis on March 9, 2020, and March 20, 2020, respectively, and any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2., Florida Statutes. Information about how the hearing will occur, assistance connecting to the hearing or arranging further accommodations for participation, may be obtained by accessing the District's website at [www.rollinghillsedd.com](http://www.rollinghillsedd.com) or by contacting the office of the District Manager c/o Governmental Management Services LLC North Florida, at (904) 940-5850 or [joliver@gmsnf.com](mailto:joliver@gmsnf.com) ("District Manager's Office"). In accord with Chapters 120 and 190, Florida Statutes, the District hereby gives the public notice of its intent to

adopt its proposed Rules of Procedure. The purpose and effect of the proposed Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. Prior notice of rule development was published in the Clay Today on July 2, 2020. The Rules of Procedure may address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and

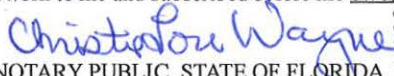
materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

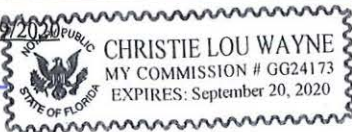
Specific legal authority for the adoption of the proposed Rules of Procedure includes Sections 190.011(5), 190.011(15) and 190.035, Florida Statutes (2019). The specific laws implemented in the Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 112.31446, 112.3145, 119.07, 119.0701, 189.053, 189.069(2)(a)16, 190.006, 190.007, 190.008, 190.011(3), 190.011(5), 190.011(15), 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.0113, 286.0114, 287.017, 287.055 and 287.084, Florida Statutes (2019).

A copy of the proposed Rules of Procedure may be obtained by contacting the District Manager c/o Governmental Management Services, 475 West Town Place, Suite 114, World Golf Village, St. Augustine, Florida 32092, (904) 940-5850 ("District Manager's Office").

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.54(1), Florida Statutes, must do so in writing within twentyone (21) days after publication of this This public hearing may be continued to a date, time, and place to be specified on the record at the hearing without additional notice. If anyone chooses to appeal any decision of the Board with respect to any matter considered at a public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearing, staff or Supervisors may participate in the public hearing by speaker telephone.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 or 1800-955-8770 for aid in contacting the District Manager's Office. Jim Oliver, District Manager  
Rolling Hills Community Development District  
Legal 46136 published July 9, 2020 in Clay County's Clay Today newspaper.

Sworn to me and subscribed before me 07/09/2020  
  
NOTARY PUBLIC, STATE OF FLORIDA



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Telephone (904) 264-3200 - FAX (904) 264-3285  
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Published Weekly  
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Before the undersigned authority personally appeared  
Jon Cantrell, who on oath says that he is the publisher of the  
"Clay Today" a newspaper published weekly at Orange Park in  
Clay County, Florida; that the attached copy of advertisement  
Being

### PUBLIC HEARING NOTICE

in the matter of

2020/2021 BUDGET

Legal 46317 Order 264615 & 264617

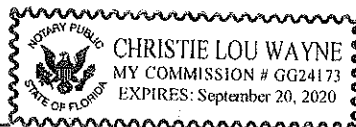
was published in said newspaper in the issues

**JULY 9 & JULY 16, 2020**

Affiant further says that said "Clay Today" is a newspaper published  
at Orange Park, in said Clay County, Florida, and that the said newspaper  
has heretofore been continuously published in said Clay County, Florida,  
weekly, and has been entered as Periodical material matter at the post  
office in Orange Park, in said Clay County, Florida, for period of one  
year next proceeding the first publication of the attached copy of  
advertisement; and affiant further says that he has neither paid nor promised  
any person, firm or corporation any discount, rebate, commission or  
refund for the purpose of securing this advertisement for publication in  
the said newspaper.

Sworn to me and subscribed  
before me this 16TH day of July, 2020

*Christie Lou Wayne*  
NOTARY PUBLIC, STATE OF FLORIDA



3513 US HWY 17 Suite A, Fleming Island FL 32003  
Telephone (904) 264-3200 - FAX (904) 264-3285

*See attached*

## ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2020/2021 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; NOTICE OF POSSIBLE REMOTE PROCEDURES DURING PUBLIC HEALTH EMERGENCY DUE TO COVID-19; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

### Upcoming Public Hearings, and Regular Meeting

The Board of Supervisors ("Board") for the Rolling Hills Community Development District ("District") will hold the following two public hearings and a regular meeting:

DATE: TIME:	August 11, 2020 6:00 p.m.
LOCATION:	Rolling Hills Amenity Center 3212 Bradley Creek Parkway Green Cove Springs, Florida 32043

It is anticipated that the public hearings and meeting will take place at the location above. Currently there is in place federal, state, and local emergency declarations ("Declarations") in response to COVID-19. In the event the Declarations remain in effect and/or future orders or declarations so authorize, the District may conduct the public hearings and meeting by telephone or video conferencing communications media technology pursuant to such governmental orders, including but not limited to Executive Orders 20-52, 20-69, and 20-112 issued by Governor DeSantis on March 9, 2020, March 20, 2020, and April 29, 2020, respectively, and any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2., Florida Statutes.

While it may be necessary to hold the above referenced public hearings and meeting utilizing communications media technology due to the current COVID-19 public health emergency, the District fully encourages public participation in a safe and efficient manner. To that end, anyone wishing to listen to and/or participate in the meeting and obtain information about how the meeting will occur should refer to the District's website, [www.rollinghillsdcd.com](http://www.rollinghillsdcd.com) or contact the office of the District Manager, c/o Governmental Management Services, LLC, at (904) 940-5850 or [joliver@gmsnf.com](mailto:joliver@gmsnf.com) to obtain access information. Participants are strongly encouraged to submit questions and comments to the District Manager's Office at Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, or by calling (904) 940-5850 by August 10, 2020 at 5:00 p.m. in advance of the meeting to facilitate the Board's consideration of such questions and comments during the meeting.

The first public hearing is being held pursuant to Chapter 190, Florida Statutes, to receive public comment and objections on the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2020 and ending September 30, 2021 ("Fiscal Year 2020/2021"). The second public hearing is being held pursuant to Chapters 170, 190 and 197, Florida Statutes, to consider the imposition of operations and maintenance special assessments ("O&M Assessments") upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2020/2021; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

### Description of Assessments

The District imposes O&M Assessments on benefitted property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. Pursuant to Section 170.07, Florida Statutes, a description of the streets and areas to be improved, description of services to be funded by the O&M Assessments, and the properties to be improved and benefitted from the O&M Assessments, are all set forth in the Proposed Budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

Land Use	Total # of Units/Acres	ERU Factor	Proposed O&M Assessment (including collection costs / early payment discounts)
Platted	375	1	\$371,250.00
Unplatted	386	.75	\$280,185.05

The proposed O&M Assessments as stated include collection costs and/or early payment discounts, which Clay County ("County") may impose on assessments that are collected on the County tax bill. Moreover, pursuant to Section 197.3632(4), Florida Statutes, the lien amount shall serve as the "maximum rate" authorized by law for O&M Assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4), Florida Statutes, is met. Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2020/2021.

For Fiscal Year 2020/2021, the District intends to have the County tax collector collect the assessments imposed on certain developed property, and will directly collect the assessments imposed on the remaining benefitted property by sending out a bill prior to, or during, November 2020. It is important to pay your assessment because failure to pay will cause a tax certificate to be issued against the property which may result in loss of title, or for direct billed assessments, may result in a foreclosure action, which also may result in a loss of title. The District's decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

### Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Proposed Budget, proposed assessment roll, and the agenda for the hearings and meeting may be obtained at the offices of the District Manager, located at Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, or by calling (904) 940-5850 ("District Manager's Office"), during normal business hours, or by accessing the District's website at <https://rollinghillsdcd.com/>. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the hearings or meeting. There may be occasions when staff or board members may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear at the public hearings and meeting, and may also file written objections with the District Manager's Office within twenty (20) days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or 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.

James Oliver, District Manager

## RESOLUTION 2020-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2020/2021 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("Board") of the Rolling Hills Community Development District ("District") prior to June 15, 2020, a proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2020 and ending September 30, 2021 ("Fiscal Year 2020/2021"); and

WHEREAS, it is in the best interest of the District to fund the administrative and operations services (together, "Services") set forth in the Proposed Budget by levy of special assessments pursuant to Chapters 170, 190 and 197, *Florida Statutes* ("Assessments"), as set forth in the preliminary assessment roll included within the Proposed Budget; and

WHEREAS, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budget, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

WHEREAS, the Board has considered the Proposed Budget, including the Assessments, and desires to set the required public hearings thereon.

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

**1. PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2020/2021 attached hereto as Exhibit A is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

**2. DECLARING ASSESSMENTS.** Pursuant to Chapters 170, 190 and 197, *Florida Statutes*, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget, all of which are on file and available for public inspection at the "District's Office," c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District's Office. The Assessments shall be paid in one more installments pursuant to a bill issued by the District in November of 2020, and pursuant to Chapter 170, *Florida Statutes*, or, alternatively, pursuant to the *Uniform Method* as set forth in Chapter 197, *Florida Statutes*.

**3. SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for August 11, 2020 at 6:00 p.m. The hearing may be conducted remotely, pursuant to Zoom communications media technology and/or by telephone pursuant to Executive Orders 20-52, 20-69 and 20-112 issued by Governor DeSantis on March 9, 2020, March 20, 2020 and April 29, 2020, as such orders may be extended or supplemented, respectively, and pursuant to Section 120.54(5)(b)2, *Florida Statutes*. In the event that Executive Orders are not extended and the Board is required to meet in person for quorum requirements, and/or if conditions allow the meeting to be held in person, it will be held at the following location:

**LOCATION: Rolling Hills Amenity Center  
3212 Bradley Creek Parkway  
Green Cove Springs, Florida 32043**

**4. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT(S).** The District Manager is hereby directed to submit a copy of the Proposed Budget to the Clay County, Florida at least 60 days prior to the hearing set above.

**5. POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

**6. PUBLICATION OF NOTICE.** The District shall cause this Resolution to be published once a week for a period of two weeks in a newspaper of general circulation published in Clay County. Additionally, notice of the public hearings shall be provided in the manner prescribed in Florida law.

**7. SEVERABILITY.** 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.

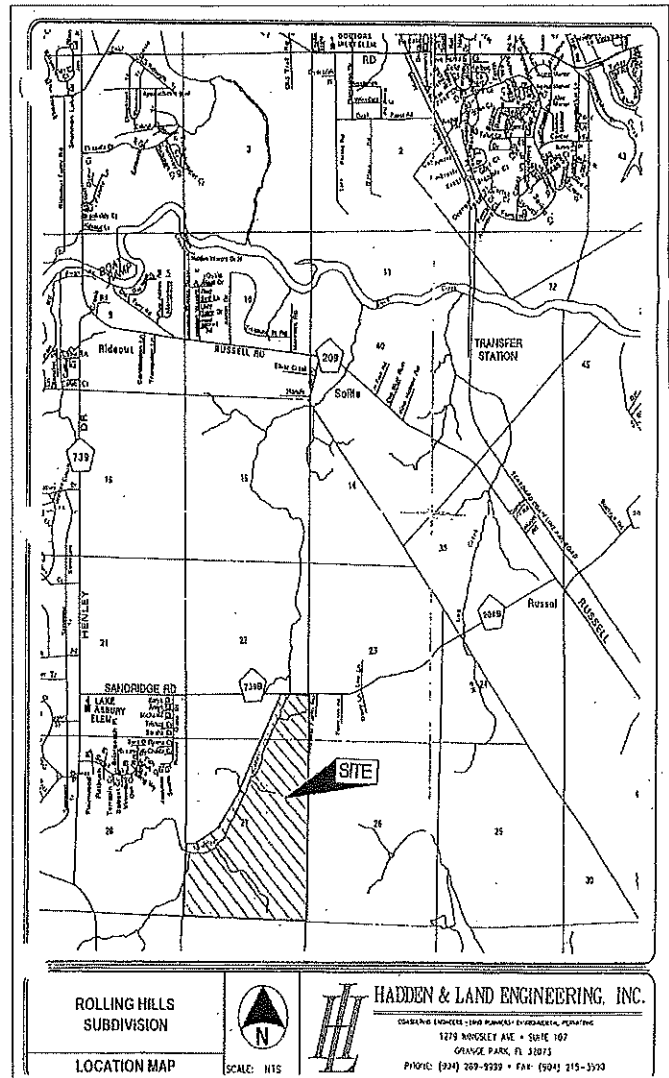
**8. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 14<sup>TH</sup> DAY OF MAY, 2020.**

**ATTEST: ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT**

Secretary

Vice/Chairperson, Board of Supervisors



## *FOURTH ORDER OF BUSINESS*

ROLLING HILLS  
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Rolling Hills Community Development District was held Thursday, May 14, 2020 at 6:00 p.m. via Zoom.

Present and constituting a quorum were:

Bill Tew	Chairman
Rose Bock	Vice Chairperson
Kurt von der Osten	Supervisor
David Church	Supervisor
Shannon Jordan	Supervisor

Also present were:

Jim Oliver	District Manager
Katie Buchanan	District Counsel
Freddie Oca	Riverside Management
Chris Hall	Riverside Management

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Oliver called the meeting to order at 6:00 p.m. and called the roll.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

A resident asked about COVID related closing of facilities, maintenance concerns, and timely updates to the marquee sign.

**THIRD ORDER OF BUSINESS**

**Organizational Matters**

There being none, the next item followed.

**FOURTH ORDER OF BUSINESS**

**Approval of the Minutes of the February 11, 2020 Meeting**

Ms. Jordan stated I have one revision, but I can't find it right now.

Mr. Oliver stated we will make that revision when Shannon sends it to us.

On MOTION by Ms. Jordan seconded by Mr. Church with all in favor the minutes of the February 11, 2020 meeting were approved as amended.

**FIFTH ORDER OF BUSINESS****Discussion Regarding the Reopening of Amenity Facilities**

Mr. Oliver stated we will discuss the plan for reopening portions of the amenities in accordance with the Phase 1 of Governor DeSantis' plan to reopen. We expect other phases to drop soon and we will make sure we have the proper authority so that we don't have to wait for a meeting to make those changes to the plan. The plan is going to cover each of the facilities that are allowed to be reopened; some will not be allowed to be reopened, particularly the gym. We have been working on the plan with counsel as well as the amenity manager. The plan that has been developed is very much like most of the plans for CDDs in the area in that it takes into account the legal liability as well as the safety of residents and meeting the guidelines, both federal and state. It is important to note that some districts have decided not to reopen and are waiting until later in the summer. I think you will find that most districts in Clay County, Duval County and St. Johns County are trying to re-open this month, if they haven't already done so. I had a few meetings last week including one at Eagle Landing. They opened their facility once the board approved the plan. The attorney will walk through the plan and pending any revisions that we make during this meeting we can approve the plan and announce the opening of facilities.

Ms. Buchanan stated I will start with what our legal responsibility is. Initially the governor issued the executive order, which was a stay at home order and while it authorized swimming as an essential activity it didn't necessarily authorize the operation of an amenity center as an essential function. We were caught in a situation like everyone else across the state where the district took the conservative approach, just like Clay County did and just like all the CDDs did in the area and closed its facilities temporarily. Since then the governor has updated his executive order and determined that local jurisdictions could make their own decisions about reopening provided that they put policies in place to allow for proper social distancing. That is subject to the CDC guidelines, what we generally understand is that there shouldn't be groups larger 10 and we should make sure that unrelated groups have the ability to stay 6 feet apart. With that general guideline, Jim, Freddie and I worked together to come up with this policy that has generally been approved by your insurer as well so that it is an approach in the middle of the pack, you are not going to be ahead of the curve, meaning that you are the only person doing something and your insurer is

going to feel comfortable that the actions you have taken are reasonable, responsible and we wouldn't anticipate there being any problems with coverage. While I think it is pretty improbable that someone gets Covid at the amenity center and I think it is more improbable that he could prove it because people have to go to the grocery store together and you are going everywhere; there is community spread. The district would probably like to avoid the extra time and expense associated with lawsuits relating to Covid and the best way to do that is to put in place a policy your insurer feels comfortable with.

The policy is in draft form and we can talk through it section by section. The first part reiterates social distancing guidelines for Phase 1 and Phase 2 and ensures that we have proper signage throughout the facility.

The second part does indicate that the facilities are going to be deep cleaned, that employees will be masked and that if there is a reported case of Covid we would either shut down the facility to do a deep clean or work with the board for any extended closure and general sanitation. Those are our two options to make sure there is no additional spread once there has been a Covid case. We would communicate with the residents to ensure that they understand the protocols the district is putting in place and make sure they feel comfortable notifying CDD management if they in fact tested positive and had been to the facility and potentially exposed the district to Covid. The one thing to keep in the back of our minds as we discuss this plan is how many changes we propose are going to impact costs to the budget maybe increases in janitorial supplies, staffing hours and potential decreases to revenues. We aren't able to rent the facility as frequently as we have been.

Are there any questions on the first page?

Ms. Jordan asked is it not possible to have them sign a waiver that they do not hold us liable for any potential illnesses they catch at the pool, which I assume they have already done but do it again with the addition of Covid?

Ms. Buchanan stated we have a waiver in place. Our insurer has told us that it is kind of a mixed bag in the sense that if you get a waiver, great, but sometimes it is impossible to get a waiver from everybody and then we look irresponsible because we are not applying it across the board uniformly.

Mr. Church asked where you have option A, swim at your own risk, what does that say, things done by the residents instead of management?

Ms. Buchanan stated that is right. Frankly, that is the highest risk approach for the CDD to take. These options are generally, the two options that get you open with staying closed being the most conservative but that is probably is not what you wanted. You swim at your own risk; we post signage everywhere.

Ms. Jordan asked since the pool is already swim at your own risk is it necessary to have additional signage for Covid?

Ms. Buchanan stated yes, it is necessary per your insurer. It wouldn't have to be permanent signage.

Ms. Jordan asked can we make the signage generic that should another pandemic occur we could utilize the sign?

Ms. Buchanan stated I'm envisioning laminated sheets of paper not a wooden sign.

On the pool specifically, staff is going to be working to take out some of the pool furniture to make it less about sitting and more about swimming. They are also trying to give more room to people walking around and not bumping into each other. Any sort of touch points they are trying to work to minimize contact, the closure of the slide and splash park area. Because there are going to be limitations potentially on the number of folks that are able to use the pool at the same time, we think it is appropriate to not allow guests from outside the community right now and we are looking at an option to set up different swim periods so that more people can come throughout the day and not everyone would try to hit it at the same time. You give more people a chance to use it but you have some scheduling involved so that everybody can come in and take their turn.

Mr. Church stated it looks like that since there are no lifeguards right now won't that money come back and we can use it for the extra cleaning staff?

Ms. Buchanan stated that is something that Jim, Freddie and I have discussed; because you are saving money by not having lifeguards for the slide that money could potentially be redirected to help staff.

Ms. Jordan stated because we won't need a large staff we should have excess in the budget to put it in a reserve and possibly use it later for parks or something of that nature.

Mr. Church stated Freddie is already on staff. Are we planning to bring somebody else in?

Ms. Jordan stated we have no choice. We have to at least employ one additional person because Freddie can't work seven days a week.

Ms. Buchanan stated we have talked about Option A a little bit and I told you it is the most risk. Do you want to talk about Option B, that is a starting point for discussion and you can look at it and decide how you want to modify it to make it work for you? Now it is proposed to be two sessions, 9:30 to 12:30 an hour for staff to wipe down everything between the two sessions and then clean up at the end of the day. If that is not enough you could potentially look to redirect your funds for additional staffing to add a third person.

Ms. Jordan stated the only thing I recommend is that we remove all furnishings and allow them to bring their own chairs, their own towels, whatever it is they want. The illness can last on those things 3 – 7 days and while the risk is minimal removing all the furnishings makes sense.

Ms. Buchanan stated there are other CDDs taking the same approach. Do we have questions or comments about the pool? I put these boxes in here so we could keep up with the conversation as we move along and make sure everybody is on the same page.

Ms. Jordan stated we want the reopening of the pool given that all those things need to be discussed and given to us so we can make an educated decision.

Mr. Church asked is it possible to do a mix of the two? Go with Option A but after 4:30 make it swim at your own risk? Is that something you can do?

Ms. Buchanan stated it was discussed but my question is, if there is an hour where supervision might be most important isn't it probably the evening hours?

Ms. Jordan stated probably. Maybe we look at budget and talk about having a third person to monitor those evening hours so we are in compliance with what the state is recommending, in compliance with what our insurer wants and still able to provide our residents what they would like, which is access to the amenities. Some residents are still working and weekends are available to them but having an evening shift a couple days a week if we can't fund the full five days a week would give them the ability to use the amenities.

Mr. Church stated also we are going with no guests allowed. We are going to need someone there to monitor that. Somebody has to check IDs and all that.

Ms. Jordan stated if we have a waiver, they could sign that as they are coming into the pool.

Ms. Buchanan stated another option for the waiver we have seen done in other places, signup genius and Freddie's staff can put together the schedule for signup genius to have you sign up online and there is the option you click on the waiver and click "accept".

Ms. Jordan stated I think that would also be great. We have a large number of residents who want their kids to get out. Being able to sign up for slotted times is beneficial so they don't show up and find that we are at capacity.

Ms. Buchanan stated we want to make sure that everyone has as much of a chance as possible to swim. That is the thought with sessions and signups and we wouldn't want a family to take someone else's time unfairly.

What I'm hearing is you like Option B, you would like staff to investigate adding a third window for the evening assuming we can find staff and that we have sufficient budget.

Ms. Jordan stated yes and removing all the furniture.

Ms. Buchanan asked Freddie, does that sound doable to you?

Mr. Oca responded it does. We do have limited staff, we just hired another one but is a minor, still in school and will work weekends.

Ms. Jordan asked what are we looking at to accommodate two or three nights, getting someone on part time, maybe not still in school?

Mr. Oca stated the key person we have hired right now, all the other lifeguards are underage.

Ms. Jordan asked do we need a lifeguard or just a floor monitor?

Mr. Oca responded we would like to get lifeguards because eventually we will be pushing that way so I don't want to waste the opportunity to have a lifeguard already there.

Ms. Buchanan stated my thought is in addition to going through the plan we are going to have to delegate authority to one board member to arbitrate and finalize these decisions.

Mr. Church stated I'm leaning more towards swim at your own risk but close for an hour to clean. Some people like to swim earlier than 9:30 in the morning. That is my thought if we could merge those two together, swim at your own risk but we are closed for an hour around lunch time. There won't be much cleaning if there is no furniture the only things they would be cleaning is the gate where everybody touches the gate in and out and bathrooms.

Ms. Jordan stated my only concern with that is that then we are acknowledging that we have some sort of responsibility to maintain cleanliness if we close for an hour. I think it does have to be one or the other in my opinion. It is going to be viewed as we have a responsibility to maintain cleanliness if there is an hour we are shutting down to do that but then we are saying do

whatever you want. What happens if we hit 70 people, which is over the 60 maximum? Who is going to do that?

Mr. Church stated I get that part but it is swim at your own risk with reservations. Still have that hour where they can clean the bathrooms. Usually Freddie is on top of it anyway. Do reservations but swim at your own risk just so we don't go over that allotted amount of people that can be there.

Ms. Jordan stated I think it is swim at your own risk even if we have someone there. Maybe we can look at extending the hours.

Mr. Church stated I know people like to swim before 9:30 and I like to swim later in the evening.

Ms. Buchanan asked are we ready to go on to tennis courts? This is something we think you can probably open with limited capacity, just by rule and if Freddie sees that someone is violating it then he can have a talk with them and if they don't agree to change their ways he can ask them leave for the day. It is mostly signage here and adopting a policy.

Ms. Jordan stated I don't think anybody uses the tennis courts and if they do it is not a lot; open the tennis courts.

Mr. Church stated I'm fine with that.

Mr. Oca stated we are having a tennis program start up and that is another thing to keep in mind.

Mr. Oliver stated we are not going to start it yet due to COVID considerations..

Ms. Buchanan stated similarly the volleyball along the same lines as the tennis court, same situation.

Ms. Jordan stated I would defer to Freddie. Do they exceed what is allowable at this time?

Mr. Oca stated there is one group that we may have to talk to, it is the Middleburg Travel Team and sometimes they will have more. We will have a chat with them about the number of kids. I think 4 to 8 people is fine, but I want to stay under that 10.

Ms. Jordan stated as far as I know there are no sports that are open, so they are probably not practicing yet.

Mr. Buchanan stated we will move forward with opening that up and Freddie will keep an eye on it.

Rentals, we recommend to stay closed for the time being. Lifestyle programming I think Freddie is working on resuming it but for now with the limitation of 10 it is hard to implement.

The following list is what Freddie recommends to stay closed: splash pad, playground, amenity center and fitness area. The governor had a press conference today that indicated he was going to make an announcement about reopening gyms. I don't know the details of that yet, but I expect that there will be a change coming soon. The 10,000 foot level suggestions are to make cleaning supplies available, have staff available to wipe it down, request that residents use every other machine so no one is standing too close and look at the space of your fitness center and make a determination as to how many people can fit in there.

Ms. Jordan stated maybe 2 at any given time.

Ms. Buchanan stated potentially using the signup system there so someone doesn't come to the gym ready to work out and wait in line.

Mr. Church asked why is the splash pad closed? I don't see the point of closing that.

Mr. Oca stated the square footage is not going to allow many people to be over there with the 6-foot distancing. The splash pad is only 20 yards wide. The playground is right next to that as well so that is my concern with the playground; I don't know how we are going to be able to keep that clean all the time. That is a big area to sanitize.

Ms. Jordan stated as to the volleyball court if we are unable to bring guests into the pool area, we would extend that to any of our amenities so our residents have access.

Ms. Buchanan stated it makes sense.

Mr. Oca stated the kids going to the splash pad are 2 – 4 and they don't understand about distancing themselves from other each other.

Ms. Jordan stated I have looked at every community around us and they are opening and they have the budget to be able to pay people to come out and clean. We have a little bit of excess and if we are required to clean, we can do that but that money is not going to last forever.

Ms. Buchanan stated I think we have talked about everything. Is there disagreement on leaving the areas identified closed, understanding that the fitness center may open up pursuant to the executive order that gets revised in the next day or so.

Mr. Oca stated the only thing that concerns me is if they have access to the gym they have another point of entry to the pool.

Ms. Buchanan stated we can put signage on the door and someone may sneak through it and you may catch them with signage that says, if you are going to the pool go back out and check in with the monitor.

I think the discussion has been pretty clear and once the board is done, we can open it to public comment.

Ms. Jordan asked Bill and Rose how they doing it in the communities where you live.

Ms. Bock stated I live in a community with a CDD and we are not open yet and we have a meeting next week and I'm sure this same discussion will happen there. I don't know if they will take it upon themselves to go ahead and open the gym if the governor okays that. I don't know how they will do it without board approval next week.

Mr. Tew stated I do not live in an amenitized community, I live in an older community and I appreciate David's and Shannon's input it is all very good input. The draft we have in front of us is a good thing to work off of. I hesitate to let us get involved in making reservations and things like that. I lean towards first come first served and that may not be manageable either. If someone makes a reservation for 5 and they choose to stay home then that is a spot people can't get in. I appreciate everybody's sensitivity to the budget. We are getting the pool open, which I think is a great effort on the part of the CDD and our supervisors and management crew and attorney. Let's just not over stipulate too much. On the gym, can we block the steps to downstairs? Would it help to block the stairs?

Mr. Oca stated we can definitely do something.

Mr. von der Osten stated I know our gym is not open, but they did open the swimming pool where I live and I see the volleyball court being used.

Ms. Jordan stated I would say go forward with opening the pool and we can vote on opening the gym as soon as the governor allows it. The maintenance cost of cleaning should not increase. If they clean the pool area they can run upstairs and clean the gym area at the same time.

Mr. von der Osten stated I think the reservation system would be a lot for Freddie or anybody to handle and it might detract from the cleaning or monitoring what is going on; you would need a reservation manager to track it.

Ms. Buchanan stated the counter to that and the reason we are suggesting it is if we don't have windows that Freddie is going to have to look at the log and track people and say, you have been here two to three hours it is time to leave. That is an uncomfortable situation for Freddie to

be in and it is more cumbersome to go with a resident by resident basis and a log than, we have window A it is time for window A to go. You have window B it is time for window B to go. The way it works online, Freddie won't have to do much other than set it up initially it is on autopilot. I think we can easily add to the policy that if you show up at a quarter after and there is a spot available because someone chose not to use their reservation then Freddie can let them in if there is capacity.

Mr. Church asked what is our max number if we are doing 25%?

Ms. Buchanan stated 60 is your max number.

Mr. Church stated I want people to be able to swim and not make it difficult on everyone.

Ms. Jordon stated we don't want to make it difficult on the residents but let's not kill our budget in the process.

Ms. Buchanan asked what do you want to do? Talk about it more, open it up to resident comment, vote on it?

The meeting was open for resident comment.

A resident stated this place is clean and I'm not worried about someone touching the gate at the pool or a chair. It seemed to be so quick to close and extremely complicated to open. Just open the pool with 60 people is fine. I have never seen 60 people there ever. I don't know what the hours serve. At our own risk is probably the best. When I come home at 5 or 6 I want to walk up and take a dip to cool off. That 4:30 doesn't work for me at all.

A resident stated I agree with what he said. It all falls back on self-sanitation we are all carrying hand sanitizer. I can get this disease off an Ace Hardware shelf or Walmart shelf that I can get grabbing the gate at the amenity center or the door. It has been proven that chlorine kills these things. I think this has gone way too far and I have never seen more than 60 people there myself. As a resident I would like to vote, if I have a vote to say it needs to be opened. Swim at your own risk, I'm sure if we had to sign a waiver to get in we will sign the waiver to get in. I like to swim laps and it is something we can't do.

A resident stated having the hand sanitizer, the same as the wipes at the gym where you have to wipe down furniture so you can still have the furniture in there, making those available in different locations would be helpful so we can wipe stuff down if we want to. Having the furniture there is important to us and we could avoid the hassle of carrying our own chairs. There are never more than 60 people at one time at the pool. If we happen to drive by and it is not busy we may

want to go in but if it is slammed we would go back home. As to the reservation part there are too many rainy afternoons.

The board is ready to vote but you are not ready to open because the whole time it was closed you haven't done CDC protocols., which should have been done all along. Is the pump working? I agree with everything except first come first served because Freddie will be overwhelmed if 60 people show up at one time. The pool area should have been sanitized by now.

Mr. Hall stated the pool is sanitized, he has repainted everything and it looks great.

Mr. Oca stated we have sanitized and will be ready to open as soon as we remove the furniture.

Mr. Miller stated I work in the hospital and we are preparing to open the hospital to all visitors very shortly. The hospital is sanitized on a daily basis, we are wearing face masks because we are in an interior and when we work on the exterior the face masks are off. This pool belongs to the community, to the citizens, if you are removing the furniture that is one of your main areas where you can have trouble getting sanitized. Fantastic, open the pool.

A resident stated if Freddie needs help at night, I would be willing to come up here and help him so people can swim.

A resident stated you are making all these rules and have people enforcing them. What are the consequences going to be if someone is not following the rules?

Mr. Oliver stated it will be the same amenity policies that are in effect right now. If someone breaks the rules, they are subject to having their access suspended by the district manager, for a period to be determined by the Board of Supervisors. But, hopefully, it doesn't get to that. Most people want to comply with policies, but if someone egregiously violates the rules, they will lose their privileges.

Ms. Buchanan stated the first action item, open the pool, that was a yes. Then under what conditions, because I don't think you are picking either one.

Ms. Jordan stated remove the furniture.

Mr. Church stated open the pool let them swim at your own risk and remove the furniture.

Mr. von der Osten asked what will the hours be?

Ms. Jordan stated sun-up to sundown.

Mr. von der Osten stated our pool opened this weekend and it is from 10:00 a.m. to 6:00 p.m., social distancing rules, the furniture is out there and the facilities are cleaned at night.

Ms. Jordan stated we would ask that the residents don't bring guests. I'm not sure if we need someone to monitor that. We are asking to be courteous to your fellow residents who are also paying CDD fees to make sure there is capacity for them to come to the pool.

Mr. von der Osten stated I agree with Shannon and Dave.

Ms. Bock stated I agree also.

Ms. Buchanan stated for tennis, volleyball I think everyone agreed on those things as well. The last item is to delegate authority to a certain board member to work with staff to reopen the fitness center when it is legal.

Ms. Jordan stated I will do that.

Ms. Buchanan stated we will delegate the authority to Shannon to reopen the fitness center and if Freddie needs to make any modifications to what is happening he will work with Shannon to put those modifications in place.

On MOTION by Ms. Jordan seconded by Mr. Church with all in favor the pool will be reopened staff will remove the furniture and Supervisor Jordan was authorized to work with staff to reopen the gym when it is legal to do so and to work with staff on any modifications to the plan that is needed.

#### **SIXTH ORDER OF BUSINESS**

#### **Consideration of Resolution 2020-02 Resetting a Public Hearing Date to Adopt the Revised Rules of Procedure**

Mr. Oliver stated the public hearing was to be held before we had to cancel the last meeting and we would like to reset that public hearing to be held August 11, 2020 at 6:00 p.m. at the amenity center.

On MOTION by Ms. Jordan seconded by Mr. Church with all in favor Resolution 2020-02 resetting the public hearing date to August 11, 2020 was approved.

#### **SEVENTH ORDER OF BUSINESS**

#### **Consideration of The Lake Doctors Proposal**

Mr. Oliver stated the next item is a Lake Doctors proposal. They had an increase in all of their districts of \$20 per month and will bring the monthly fee from \$400 to \$420 and we will budget for it accordingly.

Ms. Jordan asked I like the Lake Doctors, but do we not get bids on all of our contracts? I work from home and haven't seen them in a while.

Mr. Oliver stated typically contracts are let and that vendor may be on for a few years, but if their performance is not satisfactory that is typically when you go out for bids. It is good to have cost comparisons anyway and we will prepare an updated scope to solicit proposals.

## **EIGHTH ORDER OF BUSINESS**

### **Consideration of Resolution 2020-03 Approving the Proposed Budget for Fiscal Year 2021 and Setting a Public Hearing Date to Adopt**

Mr. Oliver stated we are required by Chapter 190 to approve a proposed budget and provide it to the local government by June 15<sup>th</sup> of each year. Once we approve it we will put it in final form and send it to Clay County. We have a budget hearing to adopt the budget and the budget hearing cannot be any sooner than 60 days after approval and in this case we would have budget adoption at our August 11<sup>th</sup> meeting, we have approximately 3 months to refine this budget.

Ms. Jordan asked are there any contracts in the budget that we could get additional bids for?

Mr. Oliver stated you can do it for landscaping if you want to. I think you have had that vendor for a little bit over a year.

Ms. Jordan stated I would like to open it up for landscaping. I'm not happy that they give us a bid for something and then have \$30,000 of amendments to that contract.

Mr. Church stated I think they are doing a wonderful job, but we should definitely get some bids. I notice on our budget that we were paying for treatment for Orange Environment but that was already in the budget for them to spray through our current landscaper.

Mr. Oca stated they spray the inside of the building and the outside of the building, that is pest control.

Mr. Oliver stated we can pursue the proposal process and the board can rank them based on best value. You want a good price, but you want to make sure you are happy with the appearance.

What you have before you is the budget, this is just a start and we will refine the budget. There is no increase in assessments, because of the fact that we are in a recession, unemployment is high and it is probably not a good idea to raise assessments and I will also point out that after the election cycle, which we will talk about later in this meeting, you will have four residents on the board for the next budget cycle and then it will be in your hands to decide what assessment should be moving forward in terms of if you want additional money for parks and other improvements.

On MOTION by Ms. Bock seconded by Ms. Jordan with all in favor Resolution 2020-03 approving the proposed budget and setting the public hearing for August 11, 2020 at 6:00 p.m. was approved.

**NINTH ORDER OF BUSINESS****Consideration of Resolution 2020-04  
Adopting an Internal Controls Policy**

Ms. Buchanan stated this is a resolution that adopts accounting controls, financial controls. GMS has been complying with these in principal for years but recently Florida Law changed to require the district to adopt a formal policy. We are just formalizing what we have already been doing.

On MOTION by Ms. Jordan seconded by Mr. Church with all in favor Resolution 2020-04 was approved.

**TENTH ORDER OF BUSINESS****Other Business**

There being none, the next item followed.

**ELEVENTH ORDER OF BUSINESS****Staff Reports****A. Attorney**

There being none, the next item followed.

**B. Engineer**

There being none, the next item followed.

**C. Manager – Report on the Number of Registered Voters (686)**

Mr. Oliver stated the letter from the supervisor of elections indicating there are 686 registered voters residing within the district was included in the agenda package. We are required by Florida Statutes to put that on the record each year.

The other matter is the election of two new supervisors to the board as we go through the election cycle. Bill and Kurt hold seats one and three and their terms will be ending in November. It will be time for two more residents to join the board. Potential candidates who are residents of Rolling Hills who are registered voters must qualify with the Supervisor of Elections. Once you qualify with the Supervisor of Elections, you are eligible to run for one of the two vacant seats. If only one person qualifies for a given seat, that person will not be on the ballot and will assume office after the general election. If two or more people qualify for a given seat, they will be on the November general election ballot, with other state, local and federal candidates, including the presidential race. The qualifying period is June 8<sup>th</sup> through June 12<sup>th</sup>. I suggest anyone interested in running for this Board contact the Supervisor of Elections. We will post qualifying information on the CDD website and send an eblast with that information. For more information, visit [clayelections.gov](http://clayelections.gov) or contact the Supervisor of Elections Office at 269-6350. You will find them to be very helpful as they walk you through the process to qualify for office.

#### **D. Operations/Amenity Manger**

##### **1. Report**

A copy of the monthly operations report was included in the agenda package.

#### **TWELFTH ORDER OF BUSINESS**

##### **Supervisors Requests**

Mr. Church asked who do we contact about the traffic on the dirt road in the back of Hidden Meadows? There are people out there at 3 and 4 in the morning with loud radios.

Who is responsible for all the construction? There are major cracks in houses back here and dirt, they are not watering down. I know they are supposed to water down everyday, but there is an inch of dirt on people's cars.

Mr. Oliver stated the best thing you can do is inform the county commissioner for this particular district and that may be the only success we will have since it is an FDOT project.

Mr. Tew stated find the website for the First Coast Expressway, there will be an advocate on there and I got something from them recently and I will send it to Jim to send out. They need to go to the DOT.

Mr. Church stated the park that is on Paddle Creek I know we did a concrete slab and put one table in there. Can we find money in the budget to dress it up? A couple months ago we approved \$5,000 budget, can we get some trees and make it look a little more pleasing? I know you are working within the budget but maybe we can have some trees or drought resistant plants or something.

Ms. Jordan stated also some sort of cover.

Ms. Church stated that is what I envisioned originally, was a cover over a picnic table so they could be out of the rain.

Ms. Bock asked is that the park we put the sign on?

Ms. Jordan stated we put signs on all of our designated park areas. This is the first one we approved to have any type of improvements. We probably have two or three residents who would do it at cost of materials to build a shade structure. As to trees, maybe the neighbors will help out with that too. There must be cost effective ways to accomplish these things so it is not just a slab with a picnic table.

Mr. Oliver stated David and Chris if you can get together and develop some options and put a price on it then the three of us can circle up and take a look at what we have compared to what funding is available.

Ms. Jordan stated something to be considered for the budget, but whenever there is downtime and kids are home or adults are home a lot of us that reside on those ponds are having people in our backyards. One of the residents suggested that the pond nearest the amenity center have some sort of dock for fishing to give them an area to go and fish where they are not behind someone's backyard.

Mr. Church stated some of the houses around the ponds are looking shabby and I don't know if everyone is aware that it is the homeowner's responsibility to cut down to the pond. I wanted to make sure that Kurt was aware of that.

Mr. von der Osten stated I will make sure that she does a property inspection.

Mr. Church stated I know they wanted to have an HOA meeting. Does that have to be in writing and sent to you?

Mr. von der Osten stated it wouldn't hurt. I can pass it along to the developer and it would be up to him to call a meeting.

### **THIRTEENTH ORDER OF BUSINESS      Audience Comments**

Ms. Anschuetz stated Shannon talked about the fishing and ponds on Paddle Creek. My husband pretty much maintains that property and maintains around the lake because we had so many people coming into our property and trying to fish in the lake. Right next to the tennis courts that hasn't been bush hogged or anything of that nature. If we can get that cut then we can probably keep that maintained a little better so people can fish and not come onto private properties.

Mr. Church stated that is in Yellowstone's contract to take care of that quarterly. That is something Chris would have to get on with them.

Mr. Hall stated I will do that.

A resident stated the splash pool pump runs 24/7. Is that something that could be put on a timer? It was brought up earlier about a travel team using the volleyball court for practice. Is that something the community is benefitting from? Do we lease that to them? Do they pay a rental to practice? The residents who live on a pond, my property goes down to the pond and I have to wear waterproof boots to cut down to the pond. I get it cut but I completely tear up the lawn because it is so wet. I sink to my ankles in mud and I do it with a weed whacker. I don't know if something is leaking and I have shut off my sprinklers to try to mitigate some of the moisture. It is wet 24/7 365 down there.

Mr. Hall stated we just installed a new system for that splash pad and Black Creek came in and fixed the first part and they are supposed to come back and install a timer for the splash pad.

A resident stated if you hear four wheelers on the dirt road call the sheriff's office, that is the only way to stop it.

### **FOURTEENTH ORDER OF BUSINESS      Financial Reports**

#### **A.    Balance Sheet & Income Statement**

A copy of the balance sheet and income statement were included in the agenda package.

#### **B.    Assessment Receipt Schedule**

A copy of the assessment receipt schedule was included in the agenda package.

**C. Check Register**

On MOTION by Mr. Church seconded by Ms. Jordan with all in favor the check registers were approved.

**FIFTEENTH ORDER OF BUSINESS**

**Next Meeting Scheduled for August 11, 2020  
@ 6:00 p.m. at Rolling Hills Amenity Center,  
3212 Bradley Creek Parkway, Green Cove  
Springs, Florida 32043**

Mr. Oliver stated the next meeting is August 11, 2020 at 6:00 p.m.

On MOTION by Ms. Jordan seconded by Mr. Church with all in favor the meeting adjourned at 7:34 p.m.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

ROLLING HILLS  
COMMUNITY DEVELOPMENT DISTRICT

A special meeting of the Board of Supervisors of the Rolling Hills Community Development District was held Thursday, July 23, 2020 at 11:00 a.m. via Zoom.

Present and constituting a quorum were:

Bill Tew	Chairman
Rose Bock	Vice Chairperson
David Church	Supervisor
Shannon Jordan	Supervisor
Kurt von der Osten	Supervisor

Also present were:

Jim Oliver	District Manager
Michelle Rigoni	District Counsel
Keith Hadden	District Engineer
Freddie Oca	Riverside Management
Bill Huck	Common Bond Capital Partners
Ernesto Torres	Governmental Management Services

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Oliver called the meeting to order at 11:00 a.m. and called the roll and stated today we are going to talk about the next phase, Phase A and Keith will talk about this in more detail later. We are just starting the process to issue a construction contract and that starts with the ranking of the proposals that we received via a request for proposals process. We advertised a request for proposals and provided a very detailed scope, which included the project specifications. Deadline for submittal was 2:00 p.m. this past Monday. Our District Engineer Keith Hadden conducted a public bid opening at the amenity center. We had two proposers present for the bid opening. No contractors arrived late to the meeting or submitted proposals after the fact. Over the last three days, Keith has worked with the development team to review and rank those proposals for the Board's consideration. He will review the proposals with the Board today. At the end of his discussion and following any questions you may have regarding that process, the board will rank those proposals. The Board can certainly accept Keith's ranking that he will present shortly. The attorney will assist with the preparation of letters of notice of intent to award to send to both

bidders, advise the Board regarding the protest period, and begin contract preparation. Contract details need to be worked out and staff will work on that with the chairman and the development team. We are not handling any financing matters today, that can be done at future meetings. This is just the first step in the process right now.

We can take audience comments later in the meeting because as we discuss this project in more detail that may answer some of the questions.

## **SECOND ORDER OF BUSINESS**

### **Consideration of Proposals for Construction Services for Infrastructure Improvements**

Mr. Oliver stated next is consideration of proposals for construction services for infrastructure improvements. Keith will give a quick review of the proposal process and what he has done since the proposals were received. I will put a copy of Keith's score sheet on the screen so everyone can see that.

Mr. Hadden stated we received bids at 2:00 p.m. on Monday, we had two bids, one from Vallencourt Construction and one from Baker Contractors. We advertised and had six companies that requested plans and specifications, but only these two actually gave us bids. I have worked with both companies in the last three years and know the quality of both. I went through each line item, we had it broken down to clearing and earthwork and paving and water, sewer, lift station, that kind of thing and my scoring sheet is on the screen now.

The first criteria is personnel and I ranked Vallencourt higher than Baker and that was based more on my personal experience the last three years in working with both of them. Vallencourt is headquartered in Green Cove and they do a lot of their work here in St. Johns County. Baker is headquartered in Savannah, but they do have an office here in Jacksonville in St. Johns County. Vallencourt has more bodies in the vicinity they can put onsite if need be. Experience, Vallencourt has been in business longer. Understanding the scope, I felt that the presentation they put together, the detail they gave me they spent more time looking at the ways we could possibly save money and whatever. Schedule, Vallencourt had 227 days, Baker had 262 days and that is over a month quicker. Price, Vallencourt broke out some alternate things that we may not need even if you include all their alternates they are still the lowest of the two bids, therefore, I ranked them higher. The total was 100 points for Vallencourt and 85 points for Baker and I ranked Vallencourt no. 1.

Ms. Rigoni asked in your review, were both of the bids received responsive and responsible to this request for proposals?

Mr. Hadden responded yes.

Mr. Oliver stated at this point the board can discuss the proposals or they can accept Keith's recommended scoring. You can see there is a pretty wide spread in scoring. Even if some of the scoring were to fluctuate some among the individual areas, the 15 points difference would be pretty tough to overcome, especially when you look at the price and schedule, which account for 65 of the 100 points. If there is no discussion, any board member could make a motion accepting the engineer's ranking with Vallencourt no. 1 and Baker no. 2 and authorize staff to work with the chairman and developer, and for staff to issue the notice of intent to award letter, and begin the contracting process with the chairman authorized to execute the contract when it is ready.

Mr. Tew moved to accept the engineer's ranking of Vallencourt no. 1 and Baker no. 2 and to authorize staff to work with the chair and developer to issue the notice of intent to award and begin the contracting process and to authorize the chairman to execute the final contract and Ms. Bock seconded the motion.

Mr. Church stated the only thing I noticed on Baker's is they outlined the curbing, what it was made out of. They said it was asphalt curbing. Vallencourt did not say what their curbing would be. I know the rest of the development is concrete curbing.

Mr. Hadden stated it will all be concrete. I didn't pick up on Baker saying asphalt curbing, but it will not be asphalt. Clay County requires all curbing be concrete.

On voice vote with all in favor the motion passed.

Mr. Oliver stated Keith, for the benefit of everyone here, can you give a brief overview of this project?

Mr. Hadden stated this is what we call the Christmas Tree parcel or the Ribcage parcel, it is 139 lots, directly off of the main road through Rolling Hills. As you drive past the amenity center, the first large pond on your left has trees along it, the second large pond does not have trees and there is a little stub where a lot of people have been dumping concrete and whatever and that is the entrance road you see on the map. That is a spine road that consists of 6 cul-de-sacs. We

have water that loops under the main road and feeds all 6 cul-de-sacs. The sewer goes down, on the bottom right cul-de-sac it says easement across there and that is where we cross the wetland with gravity sewer and it will go over to a lift station, which is in the area further to the south. The lift station is sized to not only serve these 139 lots but the future lots as well.

Ms. Jordan asked are there any parks in that area?

Mr. Hadden stated between the bottom of the spine road and the lake, we have a park right there.

Ms. Jordan asked is there irrigation for that park?

Mr. Hadden stated we have reuse water throughout the property. All these lots will have reuse meters and we could very easily irrigate the park if we wanted to.

Mr. Church asked is there a secondary amenity center? I know that was a selling point for everyone who has bought into the community. They said there would be a second amenity center eventually or just a pool. Is there any land allotted for that?

Mr. Hadden responded not in this. It is in the next section. Richmond America built the 53 lots two years ago, the southernmost development right now and behind the woods behind them is a big field and that is where the next phases will go and that is where we are going to put amenities.

Ms. Jordan asked how many more phases are left for development?

Mr. Hadden responded this one then at least two more after this and it could be three more, but at least two after this.

Ms. Jordan asked is that built into the bond?

Mr. Hadden responded no, the bonds are just for these 139 lots.

Ms. Jordan asked is their only access point through the community?

Mr. Hadden stated yes, they need to come through by the front amenity center. They could drive down that road that parallels the outer beltway and come in from the backside and go through the 53 lots that Richmond American built back there.

### **THIRD ORDER OF BUSINESS**

### **Audience Comments**

There not being any, the next item followed.

**FOURTH ORDER OF BUSINESS**

**Next Scheduled Meeting: August 11, 2020 at 6:00 p.m. at the Rolling Hills Amenity Center**

Mr. Oliver stated the next meeting is scheduled for August 11, 2020 at 6:00 p.m. and that is a regular CDD meeting and we will also have our budget hearing to determine the FY 21 budget. There is no increase in assessments for FY 21 for the third year in a row.

Mr. Huck stated my partner Ken Peterson and I are representing the developer. I wanted to thank all the board members and the professional staff for a special meeting early on a Thursday. We appreciate the opportunity to participate in it. We know that there are many things going on in the community because of the virus and other matters that we are not as accustomed to as you are. We very much appreciate the hard work of everybody dealing with those.

On MOTION by Ms. Bock seconded by Ms. Jordan with all in favor the meeting adjourned at 11:22 a.m.
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Secretary/Assistant Secretary

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Chairman/Vice Chairman

## *FIFTH ORDER OF BUSINESS*

*B.*

# **Rolling Hills Community Development District**

**Supplemental Special Assessment Methodology Report  
for Series 2020, Capital Improvement Revenue and  
Refunding Bonds**

**July 28, 2020**

**Prepared by**

**Governmental Management Services, LLC**

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## **1.0 Introduction**

### **1.1 Executive Summary**

#### **1.1.1 Purpose**

This Supplemental Special Assessment Methodology Report for Series 2020 Capital Improvement Revenue and Refunding Bonds ("Supplemental Report") is for the allocation and levy of debt assessments ("Series 2020 Assessments") benefitting property to secure the repayment of the Series 2020, Capital Improvement Revenue and Refunding Bonds ("Series 2020 Bonds"). The Series 2020 Bonds are being issued for the partial refunding of the Series 2015A-3, Capital Improvement Revenue Refunding Bonds ("Series 2015A-3 Bonds") and new bond proceeds for construction of the Series 2020 Project Cost detail in Engineer's Report prepared by Hadden Engineering, Inc. dated July 8, 2020, fund debt service reserve fund, cost of issuance including underwriters discount and capitalized interest.

#### **1.1.2 The District**

The District is a local unit of special-purpose government created by Clay County. The District encompasses approximately 562.32 acres of land located within Clay County, Florida, and was established for the purpose of, among other things, financing and managing the acquisition, construction, maintenance and operation of major infrastructure necessary for development to occur within the Rolling Hills development.

#### **1.1.3 Original Series 2006, 2009 and 2015 Bonds**

The District's Board of Supervisors (the "Board") adopted its Capital Improvement Plan (the "CIP"), dated August 15, 2006 as prepared by Hadden Land and Engineering, Inc. The CIP describes infrastructure improvements the District intended to finance, construct, install and/or acquire. The District's CIP consists of transportation improvements, potable water, sewer, and reuse utilities, wetland mitigation and community

recreation improvements that benefit all lands within the District. To fund the CIP, the Board approved the issuance of the Series 2006A and 2006B Capital Improvement Revenue Bonds (the "Series 2006 Bonds") and the Final Numbers Supplemental Assessment Methodology Report, dated December 5, 2006 (the "2006 Assessment Report") prepared by Governmental Management Services, LLC.

On April 23, 2009, the Board of Supervisors approved Resolution 2009-04 declaring the Series 2006 Project complete due to economic reasons, approved the Second Supplemental Methodology Report, and authorized the redemption of \$11,345,000 of Series 2006A and 2006B Capital Improvement Revenue Bonds. The Bondholders of the Series 2006 Bonds agreed to accept redemption of the bonds at a discount, which reduced the CIP in estimated costs by \$3,970,750, and accordingly reduced the related benefit received by the property owners of Phase 2B/3.

On December 9, 2015, the Board of Supervisors approved Resolution 2016-01, Delegated Award Resolution authorizing the exchange of the outstanding Series 2006 Bonds for the Series 2015A-1, Series 2015A-2, Series 2015B and Series 2015A-3, Capital Improvement Revenue Refunding Bonds (collectively "Series 2015 Exchanged Bonds").

## **2.0 The Series 2020 Bonds**

### **2.1 Development Plan - Overview**

The total planned development is for 761 single-family lots of which 375 have been platted. The 375 units that have been platted are in Phases 1, 2A and 2B. The landowner of the unplatted property for Phase 3 within the District has defined the land uses for the property based on current market conditions. Phase 3 is designated for single-family development. Presently there are 386 single-family units designated for Phase 3.

## **2.2 Bond Description**

The Series 2020 Bonds are generally described as follows:

- (a) The Series 2020A-1 Bonds have a principal of \$2,480,000 and are secured by the Series 2020A-1 Assessments levied on properties within the Series 2020A Assessment Area planned for 139 residential lots within Phase 3 of the Development. These Series 2020A-1 Bonds have an interest rate of 5.25 % with maturity date of May 1, 2050.
- (b) The Series 2020A-2 Bonds have a principal of \$2,115,000, interest rate of 5.25% with a maturity date of May 1, 2030. The Series 2020A-2 Bonds are secured by Series 2020A-2 Assessments levied on the Series 2020A Assessment Area planned for 139 residential lots within Phase 3 of the Development.

## **2.3 Collection of Assessments Securing the Series 2020 Bonds**

The Series 2020A-1 Assessments securing the Series 2020A-1 Bonds shall be collected in annual installments by the District in an amount sufficient to fund the respective Series 2020A-1 Bond annual debt service payments. The prepayment of Series 2020A-1 Assessments will be applied to the redemption of the Series 2020A-1 Bonds.

The annual interest of the Series 2020A-2 Assessments securing the Series 2020A-2 Bonds are expected to be directly collected from landowner and the par debt per unit of the Series 2020A-2 Assessments paid at the time of a lot sale to a builder. Such pre-payments will be applied to the redemption of the Series 2020A-2 Bonds.

## **3.0 Requirements of a Valid Assessment Methodology**

### **3.1 Requirements of a Valid Assessment Methodology**

Special Assessments under Florida law, to be valid, must meet two requirements. The first requirement is that the properties assessed must receive a special benefit from the improvements paid for by the assessments. The second requirement is that the assessments must be fairly and reasonably allocated to the properties being assessed.

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

### **3.2 Benefits Analysis**

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

As contained in Table 4 of the 2006 Assessment Report a determination of benefit was established for single-family units of \$44,250. Table 4 of this Supplemental Report reflects the significant excess benefit received by each lot in the development plan.

### **3.3 Assessment Allocation**

The Series 2020A-1 Bonds are being issued to fund a portion of the Series 2020 Project Cost, fund Debt Service Reserve Fund and Cost of Issuance including underwriters discount. The Series 2020A-1 Assessments will be initially allocated over all the developable acreage within the Series 2020A Assessment Area on an equal acreage basis. Upon platting of the property within the Series 2020A Assessment Area, the Series 2020A-1 Assessments will be assigned to each platted lot based upon this Supplemental Report.

The Series 2020A-2 Bonds are being issued to fund a portion of the refund a portion of the Series 2015A-3 Bonds, fund a portion of the Series 2020 Project Cost, fund Debt Service Reserve Fund and Cost of Issuance including underwriters discount. The Series 2020A-2 Assessments will be initially allocated over all the developable acreage within the Series 2020A Assessment Area on an equal acreage basis. Upon platting of the property within the Series 2020A Assessment Area, the Series 2020A-2 Assessments will be assigned to each platted lot based upon this Supplemental Report.

#### **4.0 Assessment Roll**

The debt associated with the Series 2020 Bonds will be distributed as set forth in this Supplemental Methodology. Table 6 is a preliminary roll.

#### **5.0 True-Up Mechanism**

##### **5.1 Structure**

The landowner in the Series 2020 Assessment Area is responsible for completing the Development Program as anticipated in Table 1. If the landowner of lands in the Series 2020 Assessment Area does not plat the total number of development units specified in Table 1 within the particular Assessment Area, the landowner may be required to make a density reduction payment. The landowner will be required to entered into a True-Up Agreement with the District that will explain the requirements of the landowner should the actual development of the Series 2020 Assessment Area not equal or exceed the development plan in table 1 of this Supplemental Report.

<b>TABLE 1</b> <b>Rolling Hills CDD</b> <b>Development Program</b>
--

<u>Land Use :</u>	<u>Units</u>
Single Family 53'	111
Single Family 60'	28
Total	<u>139</u>

**Prepared By**  
**Governmental Management Services, LLC**

**TABLE 2**  
**Rolling Hills CDD**  
**Capital Improvement Plan**

<b><u>Improvement Description</u></b>	<b><u>Estimated Cost</u></b>
Pond	\$250,000
Roads	\$750,000
Drainage	\$1,005,000
Sanitary Sewer	\$550,000
Lift Station & Force Mains	\$500,000
Potable Water	\$300,000
Reuse Water	\$250,000
Soft Costs	\$245,000
Contingency	\$400,000
Total	<u>\$4,250,000</u>

**Provided by: Hadden Engineering, Inc.**

**Prepared By**  
**Governmental Management Services, LLC**

**TABLE 3**  
**Rolling Hills CDD**  
**Series 2020A-2 Bonds - Sources and Uses of Funds**  
**Revenue and Refunding Bonds**

	<b>Series 2020A-1 Bond Sizing</b>	<b>Series 2020A-2 Bond Sizing</b>	<b>Combined</b>
<b><u>Sources</u></b>			
Par amount of Bond Issue	\$2,480,000	\$2,115,000	\$4,595,000
<b>Total Sources</b>	<u>\$2,480,000</u>	<u>\$2,115,000</u>	<u>\$4,595,000</u>
<b><u>Uses</u></b>			
Construction Funds	\$2,163,983	\$726,020	\$2,890,003
Partial Redemption of Series 2015-3 Bonds	\$0	\$1,127,942	\$1,127,942
Debt Service Reserve	\$166,017	\$111,038	\$277,055
Cost of Issuance	\$100,000	\$100,000	\$200,000
Underwriter's Discount	\$50,000	\$50,000	\$100,000
<b>Total Uses</b>	<u>\$2,480,000</u>	<u>\$2,115,000</u>	<u>\$4,595,000</u>
	54%	<b>46%</b>	100%

<b>Principal Amortization Installments</b>	<b>30</b>	<b>10</b>
<b>Average Coupon</b>	<b>5.25%</b>	<b>5.25%</b>
<b>Estimated Par Amount</b>	<b>\$2,480,000</b>	<b>\$2,115,000</b>
<b>Estimated Maximum Annual Debt Service (net)</b>	<b>\$166,017</b>	<b>\$111,038</b>
<b>Final Maturity Date</b>	<b>5/1/50</b>	<b>5/1/30</b>

Provided by: MBS Capital Markets, LLC

Prepared By

Governmental Management Services, LLC

**TABLE 4**  
**Rolling Hills CDD**  
**Par Debt/Benefit Per Unit**

<u>Land Use :</u>	<u>Units</u>		<u>Proposed Series 2020A-1 Par Debt</u>	<u>Developer Contributions</u>	<u>Series 2020A-1 Par Debt</u>	<u>Series 2020A-1 Par Debt Per Unit</u>	<u>Excess Benefit Per Unit</u>
Single Family 53'	111	\$ 17,842	\$ 1,980,432	\$ (0)	\$ 1,980,432	\$ 17,842	\$ -
Single Family 60'	28	\$ 17,842	\$ 499,568	\$ -	\$ 499,568	\$ 17,842	\$ 0
Total	139		\$ 2,480,000	\$ (0)	\$ 2,480,000		

<u>Land Use :</u>	<u>Units</u>		<u>Proposed Series 2020A-2 Par Debt</u>	<u>Developer Contributions</u>	<u>Series 2020A-2 Par Debt</u>	<u>Series 2020A-2 Par Debt Per Unit</u>	<u>Excess Benefit Per Unit</u>
Single Family 53'	111	\$ 26,408	\$ 2,223,993	\$ (669,258)	\$ 1,554,735	\$ 14,007	\$ 12,402
Single Family 60'	28	\$ 26,408	\$ 561,007	\$ (742)	\$ 560,265	\$ 20,009	\$ 6,399
Total	139		\$ 2,785,000	\$ (670,000)	\$ 2,115,000		

<u>Land Use :</u>	<u>Units</u>	<u>Benefit Per Unit</u>	<u>Combined Proposed Par Debt</u>	<u>Combined Developer Contributions</u>	<u>Combined Par Debt</u>	<u>Combined Par Debt Per Unit</u>	<u>Excess Benefit Per Unit</u>
Single Family 53'	111	\$ 44,250	\$ 4,204,425	\$ (669,258)	\$ 3,535,166	\$ 31,848	\$ 12,402
Single Family 60'	28	\$ 44,250	\$ 1,060,576	\$ (742)	\$ 1,059,833	\$ 37,851	\$ 6,399
Total	139		\$ 5,265,000	\$ (670,001)	\$ 4,595,000		

Prepared By

Governmental Management Services, LLC

<b>TABLE 5</b> <b>Rolling Hills CDD</b> <b>Allocation of Series 2020 Bonds</b> <b>Annual Assessments Per Unit</b>
--

**Series 2020A-1 Bonds through May 1, 2050**

<b><u>Development Type</u></b>	<b><u>Units</u></b>	<b><u>Par Debt Per Unit</u></b>	<b><u>Series 2020A-1 Par</u></b>	<b><u>Net Annual Assessments</u></b>	<b><u>Net Annual Per Unit Assessments</u></b>	<b><u>Gross Annual Per Unit Assessments</u></b>
Single Family 53'	111	17,841.73	\$1,980,432	\$132,574.73	\$1,194.37	\$1,270.60
Single Family 60'	28	17,841.73	\$499,568	\$33,442.27	\$1,194.37	\$1,270.60
	<u>139</u>		<u>\$2,480,000</u>	<u>\$166,017.00</u>		

**Series 2020A-2 Bonds through May 1, 2030**

<b><u>Development Type</u></b>	<b><u>Units</u></b>	<b><u>Par Debt Per Unit</u></b>	<b><u>Series 2020A-2 Par</u></b>	<b><u>Net Annual Assessments</u></b>	<b><u>Net Annual Per Unit Assessments</u></b>	<b><u>Gross Annual Per Unit Assessments</u></b>
Single Family 53'	111	14,006.62	\$1,554,735	\$81,623.58	\$735.35	\$782.28
Single Family 60'	28	20,009.46	\$560,265	\$29,413.91	\$1,050.50	\$1,117.55
	<u>139</u>		<u>\$2,115,000</u>	<u>\$111,037.48</u>		

**All assessments presented are net of early payment discount 4% and collection costs of 2%**

**Prepared By**

**Governmental Management Services-Central Florida, LLC**

<b>TABLE 6</b> <b>Rolling Hills CDD</b> <b>Assessment Roll</b>
--

**Series 2020A-1 Bonds through Mat 1, 2051**

<u>Property Owner</u>	<u>Acreage</u>	<u>Par Debt</u>	<u>Net Annual Assessments</u>	<u>Net Annual Per Unit Assessments</u>	<u>Gross Annual Per Unit Assessments</u>
Waltham Development Company	50	2,480,000.00	\$166,017.00	\$3,320.34	\$3,532.28

**Series 2020A-2 Bonds through May 1, 2030**

<u>Property Owner</u>	<u>Acreage</u>	<u>Par Debt</u>	<u>Net Annual Assessments</u>	<u>Net Annual Per Unit Assessments</u>	<u>Gross Annual Per Unit Assessments</u>
Waltham Development Company	50	2,115,000.00	\$111,037.48	\$2,220.75	\$2,362.50

*C.*

**RESOLUTION NO. 2020-08**

**A RESOLUTION DELEGATING TO THE CHAIRMAN OF THE BOARD OF SUPERVISORS OF ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") THE AUTHORITY TO APPROVE THE SALE, ISSUANCE AND TERMS OF SALE OF ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2020A-1 AND ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT REVENUE AND REFUNDING BONDS, SERIES 2020A-2, AS ONE SERIES OF BONDS UNDER THE MASTER TRUST INDENTURE (COLLECTIVELY, THE "SERIES 2020 BONDS") IN ORDER TO CURRENTLY REFUND AND REDEEM A PORTION OF THE OUTSTANDING PRINCIPAL AMOUNT OF THE DISTRICT'S CAPITAL IMPROVEMENT REVENUE REFUNDING BONDS, SERIES 2015A-3 (THE "REFUNDED BONDS") AND FINANCE THE SERIES 2020 PROJECT; ESTABLISHING THE PARAMETERS FOR THE PRINCIPAL AMOUNTS, MAXIMUM MATURITY DATE, REDEMPTION PROVISIONS AND OTHER DETAILS THEREOF; APPROVING THE FORM OF AND AUTHORIZING THE CHAIRMAN TO ACCEPT THE BOND PURCHASE AGREEMENT FOR THE SERIES 2020 BONDS; APPROVING A NEGOTIATED SALE OF THE SERIES 2020 BONDS TO THE UNDERWRITER; RATIFYING THE MASTER TRUST INDENTURE AND APPROVING THE FORM OF FIFTH SUPPLEMENTAL TRUST INDENTURE AND AUTHORIZING THE EXECUTION AND DELIVERY THEREOF BY CERTAIN OFFICERS OF THE DISTRICT; APPOINTING A TRUSTEE, PAYING AGENT AND BOND REGISTRAR FOR THE SERIES 2020 BONDS; APPROVING THE FORMS OF THE SERIES 2020 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE USE OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND LIMITED OFFERING MEMORANDUM RELATING TO THE SERIES 2020 BONDS; APPROVING THE FORM OF THE CONTINUING DISCLOSURE AGREEMENT RELATING TO THE SERIES 2020 BONDS; AUTHORIZING CERTAIN OFFICERS OF THE DISTRICT TO TAKE ALL ACTIONS REQUIRED AND TO EXECUTE AND DELIVER ALL DOCUMENTS, INSTRUMENTS AND CERTIFICATES NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE SERIES 2020 BONDS; AUTHORIZING THE VICE CHAIRMAN AND ASSISTANT SECRETARIES TO ACT IN THE STEAD OF THE CHAIRMAN OR THE SECRETARY, AS THE CASE MAY BE; SPECIFYING THE APPLICATION OF THE PROCEEDS OF THE SERIES 2020 BONDS; AUTHORIZING CERTAIN OFFICERS OF THE DISTRICT TO TAKE ALL ACTIONS AND ENTER INTO ALL AGREEMENTS REQUIRED IN CONNECTION WITH THE**

**REFUNDING OF THE REFUNDED BONDS AND THE UNDERTAKING  
OF THE SERIES 2020 PROJECT; APPOINTING A VERIFICATION  
AGENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Supervisors of Rolling Hills Community Development District (the "Board" and the "District," respectively) has determined to proceed at this time with the sale and issuance of Rolling Hills Community Development District Capital Improvement Revenue Bonds, Series 2020A-1 and Rolling Hills Community Development District Capital Improvement Revenue and Refunding Bonds, Series 2020A-2 (collectively, the "Series 2020 Bonds") to be issued under and pursuant to a Master Trust Indenture, dated as of November 1, 2006 (the "Master Indenture"), from the District to U.S. Bank National Association, Orlando, Florida, as trustee (the "Trustee"), as amended and supplemented by a Fifth Supplemental Trust Indenture to be dated as of the first day of the first month and year in which the Series 2020 Bonds are issued thereunder (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture") from the District to the Trustee, in order to currently refund and redeem a portion of the Outstanding principal amount of the District's Capital Improvement Revenue Refunding Bonds, Series 2015A-3 (such portion hereinafter referred to as the "Refunded Bonds") and finance a portion of the Costs of the Series 2020 Project;

**WHEREAS**, the Board has received a proposal from MBS Capital Markets, LLC (the "Underwriter") for the purchase of the Series 2020 Bonds within parameters to be established by the Board and the Board has determined that authorization of the Chairman or other designated person to enter into a Bond Purchase Agreement (the "Purchase Agreement") in substantially the form attached hereto as Exhibit A for the sale of the Series 2020 Bonds to the Underwriter within the Parameters (hereinafter defined) herein set forth is in the best interests of the District for the reasons hereafter indicated; and

**WHEREAS**, in conjunction with the sale and issuance of the Series 2020 Bonds, it is necessary to approve the form of the Supplemental Indenture, to establish the parameters for the delegated award of the Series 2020 Bonds as set forth in Schedule I attached hereto (the "Parameters"), to authorize the Chairman to approve the use of the Preliminary Limited Offering Memorandum relating to the Series 2020 Bonds and the form of the final Limited Offering Memorandum, to approve the forms of the Series 2020 Bonds and to provide for various other matters with respect to the Series 2020 Bonds and the refunding and redemption of all of the Refunded Bonds and the undertaking of the Series 2020 Project.

**NOW, THEREFORE, BE IT RESOLVED** that:

**1. Definitions.** All words and phrases used herein in capitalized form, unless otherwise defined herein, shall have the meaning ascribed to them in the Indenture.

**2. Award.** The Purchase Agreement in the form attached hereto as Exhibit A is hereby approved in substantial form and the sale of the Series 2020 Bonds to the Underwriter upon the terms and conditions therein set forth, but within the Parameters, is hereby approved. The Chairman is hereby authorized and directed to execute and deliver the Purchase Agreement on behalf of the District, with such changes, additions, deletions and insertions as shall be approved by the official executing such Purchase Agreement, which approval shall be conclusively evidenced by the execution and delivery thereof. In the absence or unavailability of the Chairman, the Vice Chairman is authorized and directed to execute the Purchase Agreement, and in the absence or unavailability of the Vice Chairman, any other member of the Board is authorized and directed to execute the Purchase Agreement. The Purchase Agreement, when executed and delivered by the District and the Underwriter, shall be the legal, valid and binding obligation of the District, enforceable in accordance with its terms.

**3. Negotiated Sale.** The Board hereby determines that a negotiated sale of the Series 2020 Bonds to the Underwriter is in the best interests of the District because the market for instruments such as the Series 2020 Bonds is limited, because of prevailing market conditions and because the delays caused by soliciting competitive bids could adversely affect the District's ability to issue and deliver the Series 2020 Bonds.

**4. Approval of Form of Supplemental Indenture; Ratification of Master Indenture; Appointment of Trustee, Paying Agent and Bond Registrar.** Attached hereto as Exhibit B is the form of Supplemental Indenture, which is hereby authorized and approved, subject to such changes, additions, deletions and insertions as shall be approved by the Chairman, which approval shall be conclusively evidenced by the execution thereof. The Chairman is hereby authorized to execute and the Secretary is authorized to attest the Supplemental Indenture and the Chairman is hereby authorized to deliver to the Trustee the Supplemental Indenture which, when executed and delivered by the Trustee, shall constitute a legal, valid and binding obligation of the District, enforceable in accordance with its terms. The Master Indenture as executed and delivered and the appointment of U.S. Bank National Association, as Trustee, Paying Agent and Bond Registrar under the Master Indenture is hereby ratified and confirmed and U.S. Bank National Association is hereby appointed as Trustee, Paying Agent and Bond Registrar under the Supplemental Indenture.

**5. Description of Series 2020 Bonds.** The Series 2020 Bonds shall be dated as of their date of delivery and may be issued in one or more Series having such

details as shall be set forth in the Purchase Agreement and as reflected in the Supplemental Indenture, but within the Parameters. The Series 2020 Bonds may be signed by the manual or facsimile signature of the Chairman and attested by the manual or facsimile signature of the Secretary. The Series 2020 Bonds shall, subject to the Parameters, be subject to redemption on the terms, at the times and prices and in the manner provided in the Purchase Agreement and in the forms of Series 2020 Bonds attached to the Supplemental Indenture, which forms are hereby approved, subject to such changes, additions, deletions and insertions as shall be approved by the Chairman, which approval shall be conclusively evidenced by the execution thereof. The Chairman is hereby authorized to execute and the Secretary is authorized to attest and seal the Series 2020 Bonds and the Chairman is hereby authorized to deliver to the Trustee for authentication and delivery to the Underwriter upon payment by the Underwriter of the purchase price therefor, the Series 2020 Bonds which, when authenticated and delivered by the Trustee, shall be legal, valid and binding obligations of the District, enforceable in accordance with their respective terms.

**6. Approval of Form of Preliminary Limited Offering Memorandum and Limited Offering Memorandum; Approval of Form of Continuing Disclosure Agreement.** The Chairman is hereby authorized to approve the form and content of the Preliminary Limited Offering Memorandum, which is attached hereto as Exhibit C (the "Preliminary Limited Offering Memorandum") with such changes, additions, deletions and insertions as shall be approved by the Chairman prior to its distribution and the final form of which is to be dated the date of execution and delivery of the Purchase Agreement (the "Limited Offering Memorandum") relating to the Series 2020 Bonds. The Chairman is hereby authorized to execute on behalf of the District such Limited Offering Memorandum with such changes, additions, deletions and insertions as the Chairman may approve (such approval to be conclusively evidenced by the execution of the Limited Offering Memorandum, if required), and to deliver such Limited Offering Memorandum to the Underwriter in sufficient quantities for use by the Underwriter in marketing the Series 2020 Bonds. The Chairman is hereby authorized to deem "final" the Preliminary Limited Offering Memorandum, as of its date, for the purposes and within the meaning of Rule 15c2-12 of the Securities and Exchange Commission (except for information concerning the offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings or other terms dependent upon such matters, and except for such technical and conforming changes which shall be approved by the Chairman which approval shall be evidenced by the execution thereof, if required).

The Continuing Disclosure Agreement relating to the Series 2020 Bonds in the form attached hereto as Exhibit D is hereby approved, subject to such changes, additions, deletions and insertions as shall be approved by the Chairman, which

approval shall be conclusively evidenced by the execution thereof. The Chairman is hereby authorized to execute and the Secretary is authorized to attest the Continuing Disclosure Agreement which, when executed and delivered by the District, shall be the legal, valid and binding obligation of the District, enforceable in accordance with its terms.

**7. Open Meetings.** It is hereby found and determined that all official acts of this Board concerning and relating to the issuance, sale, and delivery of the Series 2020 Bonds, including but not limited to adoption of this Resolution, were taken in open meetings of the members of the Board and all deliberations of the members of the Board that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements including, but not limited to, the requirements of Section 286.011, Florida Statutes.

**8. Other Actions.** The Chairman, the Secretary, and all other members, officers and employees of the Board and the District are hereby authorized and directed to take all actions necessary or desirable in connection with the issuance and delivery of the Series 2020 Bonds and the consummation of all transactions in connection therewith, including the execution of all certificates, documents, papers, and agreements necessary to the undertaking and fulfillment of all transactions referred to in or contemplated by the Preliminary Limited Offering Memorandum, the Limited Offering Memorandum, the Indenture, this Resolution, the Continuing Disclosure Agreement and the Purchase Agreement, in all cases within the Parameters.

The Vice Chairman is hereby authorized to act in the stead of the Chairman in any undertaking authorized or required of the Chairman hereunder and any Assistant Secretary is hereby authorized to act in the stead of the Secretary in any undertaking authorized or required of the Secretary hereunder.

**9. Deposits to Funds and Accounts.** The Trustee is hereby authorized and directed to apply the proceeds of the Series 2020 Bonds in the amounts and in the manner set forth in Section 402 of the Supplemental Indenture.

**10. Refunding of the Refunded Bonds; Undertaking of the Series 2020 Project; Execution and Delivery of Other Instruments.** The Board hereby authorizes and approves the refunding of the Refunded Bonds. The Board hereby authorizes the undertaking of the Series 2020 Project and authorizes and directs the District staff and Consulting Engineer to proceed with due diligence to the completion thereof in accordance with the Indenture.

The Board hereby authorizes the Chairman and the Secretary to execute and deliver, receive or enter into such agreements, contracts, documents, instruments, certificates and proceedings incident thereto or necessary in order to effect the

refunding of the Refunded Bonds, the undertaking of the Series 2020 Project and the issuance, sale and delivery of the Series 2020 Bonds, including but not limited to the execution and delivery of the DTC Letter of Representation.

**11. Approval of Prior Actions.** All actions taken to date by the members of the Board and the officers, agents and consultants of the District in furtherance of the issuance of the Series 2020 Bonds are hereby approved, confirmed and ratified.

**12. Severability.** If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

**13. Effective Date.** This Resolution shall take effect immediately upon its adoption.

[Remainder of Page Intentionally Left Blank]

**PASSED** in Public Session of the Board of Supervisors of Rolling Hills Community Development District, this 11th day of August, 2020.

**ROLLING HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

Attest:

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Secretary/Assistant Secretary

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Chairman/Vice Chairman,  
Board of Supervisors

## **SCHEDULE I PARAMETERS**

Maximum Principal Amount:	Not to Exceed \$5,000,000 in the aggregate for all Series to be allocated among Series based on market conditions
Maximum Interest Rate:	Maximum statutory rate
Underwriting Discount:	Maximum 2.0%
Maturity Date:	May 1, 2050
Redemption Provisions:	Each Series of the Series 2020 Bonds shall be subject to redemption as set forth in the forms of the respective Series of Series 2020 Bond attached to the form of Supplemental Indenture attached hereto and the Series 2020A-1 Bonds shall be subject to optional redemption no later than May 1, 2033 at par.

*1.*

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**FIFTH SUPPLEMENTAL TRUST INDENTURE**

**ROLLING HILLS  
COMMUNITY DEVELOPMENT DISTRICT**

**TO  
U.S. BANK NATIONAL ASSOCIATION,  
AS TRUSTEE**

**Dated as of September 1, 2020**

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This Table of Contents is incorporated herein for ease of reference only and shall not be deemed a part of the Fifth Supplemental Trust Indenture.

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## **FIFTH SUPPLEMENTAL TRUST INDENTURE**

**THIS FIFTH SUPPLEMENTAL TRUST INDENTURE** (the "Fifth Supplemental Indenture") is dated as of September 1, 2020, from **ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT** (the "District") to **U.S. BANK NATIONAL ASSOCIATION**, as trustee (the "Trustee"), a national banking association, authorized to accept and execute trusts of the character herein set forth, with its designated corporate trust office located at 225 East Robinson Street, Suite 250, Orlando, Florida 32801, Attention: Corporate Trust Department.

**WHEREAS**, the District entered into a Master Trust Indenture, dated as of November 1, 2006 (the "Master Indenture" and together with this Fifth Supplemental Indenture, the "Indenture") with the Trustee to secure the issuance of its Rolling Hills Community Development District Capital Improvement Revenue Bonds (the "Bonds"), issuable in one or more Series from time to time; and

**WHEREAS**, pursuant to Resolution No. 2006-14, adopted by the Governing Body of the District on June 1, 2006, the District has authorized the issuance, sale and delivery of not to exceed \$42,000,000 of Bonds, to be issued in one or more Series of Bonds as authorized under the Master Indenture, which Bonds were validated by final judgment of the Fourth Judicial Circuit of Florida, in and for Clay County on September 11, 2006, the appeal period for which expired with no appeal having been taken; and

**WHEREAS**, the Governing Body of the District duly adopted Resolution No. 2015-08, on September 17, 2015, providing for the acquisition, construction and installation of assessable capital improvements (the "Capital Improvement Program"), providing estimated Costs of the Capital Improvement Program, defining assessable property to be benefited by the Capital Improvement Program, defining the portion of the Costs of the Capital Improvement Program with respect to which Assessments will be imposed and the manner in which such Assessments shall be levied against such benefited property within the District, directing the preparation of an assessment roll, and stating the intent of the District to issue Bonds of the District secured by such Assessments to finance the Costs of the acquisition, construction and installation of the Capital Improvement Program and the Governing Body of the District duly adopted Resolution No. 2016-02, on December 9, 2015, following a public hearing conducted in accordance with the Act, to fix and establish the Assessments and the benefited property; and

**WHEREAS**, pursuant to Resolution No. 2016-01, adopted by the Governing Body of the District on December 9, 2015, the District authorized, issued and sold, among other things, its \$3,850,000 Rolling Hills Community Development District Capital Improvement Revenue Refunding Bonds, Series 2015A-3 (the "Series 2015A-3 Bonds"), as an issue of Bonds under the Master Indenture, and ratified and confirmed the Master Indenture and authorized the execution and delivery of a Fourth Supplemental Trust Indenture, dated as of November 1, 2015 (the "Fourth

Supplemental Indenture"), from the District to the Trustee to secure the issuance of the Series 2015A-3 Bonds and to set forth the terms of the Series 2015A-3 Bonds; and

**WHEREAS**, the Series 2015A-3 Bonds are currently Outstanding in the aggregate principal amount of \$[OPA]; and

**WHEREAS**, the Series 2015A-3 Bonds were issued in exchange for and to restructure a portion of the District's Outstanding Capital Improvement Revenue Bonds, Series 2006A and Capital Improvement Revenue Bonds, Series 2006B, which were issued to finance a portion of the Costs of the acquisition, construction and equipping of certain assessable improvements (the "Series 2006 Project"); and

**WHEREAS**, the Series 2015A-3 Bonds are payable from and secured in part by revenues derived from Assessments imposed, levied and collected by the District with respect to property specially benefited by the Series 2006 Project (the "Series 2015A-3 Assessments"), which, together with the Series 2015A-3 Pledged Funds and Accounts (as defined in the Fourth Supplemental Indenture) comprise the Series 2015A-3 Trust Estate (as defined in the Fourth Supplemental Indenture); and

**WHEREAS**, the District has determined that under existing market conditions, it would be in the best interest of the District to currently refund and redeem a portion of the Series 2015A-3 Bonds (such portion hereinafter referred to as the "Refunded Bonds") and to finance the Cost of the Series 2020 Project (as defined herein); and

**WHEREAS**, pursuant to Resolution No. 2020-08, adopted by the Governing Body of the District on August 11, 2020, the District has authorized the issuance, sale and delivery of, among other things, its \$[Bond Amount] Rolling Hills Community Development District Capital Improvement Revenue and Refunding Bonds, Series 2020 (the "Series 2020 Bonds"), further designated as Rolling Hills Community Development District Capital Improvement Revenue Bonds, Series 2020A-1, in the aggregate principal amount of \$[A-1 Amount] (the "Series 2020A-1 Bonds") and Rolling Hills Community Development District Capital Improvement Revenue and Refunding Bonds, Series 2020A-2, in the aggregate principal amount of \$[A-2 Amount] (the "Series 2020A-2 Bonds"), which are issued hereunder as one and the same Series of Bonds under the Master Indenture, and has ratified and confirmed the Master Indenture and authorized the execution and delivery of this Fifth Supplemental Indenture to secure the issuance of the Series 2020 Bonds and to set forth the terms of the Series 2020 Bonds; and

**WHEREAS**, the District will apply the proceeds of the Series 2020 Bonds to (i) currently refund and redeem all of the Refunded Bonds, (ii) finance the Costs of the Series 2020 Project, (iii) pay certain costs associated with the issuance of the Series 2020 Bonds, and (iv) make a deposit into the Series 2020A-1 Reserve Account to be held for the benefit of all of the Series 2020A-1 Bonds and into the Series 2020A-2 Reserve Account to be held for the benefit of all of the Series 2020A-2 Bonds; and

**WHEREAS**, the Series 2020 Bonds will be payable from and secured in part by revenues derived from Assessments imposed, levied and collected by the District with respect to property specially benefited by the Series 2006 Project and the Series 2020 Project (the "Series 2020 Assessments"); and

**WHEREAS**, the execution and delivery of the Series 2020 Bonds and of this Fifth Supplemental Indenture have been duly authorized by the Governing Body of the District and all things necessary to make the Series 2020 Bonds, when executed by the District and authenticated by the Trustee, valid and binding legal obligations of the District and to make this Fifth Supplemental Indenture a valid and binding agreement and, together with the Master Indenture, a valid and binding lien on the Series 2020 Trust Estate (hereinafter defined) have been done;

**NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS FIFTH SUPPLEMENTAL INDENTURE WITNESSETH:**

That the District, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the mutual covenants herein contained, the purchase and acceptance of the Series 2020 Bonds by the purchaser or purchasers thereof, and other good and valuable consideration, receipt of which is hereby acknowledged, and in order to further secure the payment of the principal and Redemption Price of, and interest on, all Series 2020 Bonds Outstanding from time to time, according to their tenor and effect, and such other payments required to be made under the Master Indenture or hereunder, and to further secure the observance and performance by the District of all the covenants, expressed or implied in the Master Indenture, in this Fifth Supplemental Indenture and in the Series 2020 Bonds (a) has executed and delivered this Fifth Supplemental Indenture and (b) does hereby, in confirmation of the Master Indenture, grant, bargain, sell, convey, transfer, assign and pledge unto the Trustee, and unto its successors in the trusts under the Master Indenture, and to them and their successors and assigns forever, all right, title and interest of the District, in, to and under, subject to the terms and conditions of the Master Indenture and the provisions of the Master Indenture pertaining to the application thereof for or to the purposes and on the terms set forth in the Master Indenture, the revenues derived by the District from the Series 2020 Assessments (the "Series 2020 Pledged Revenues") and the Funds and Accounts (except for the Series 2020 Rebate Account) established hereby (the "Series 2020 Pledged Funds") which shall constitute the Trust Estate securing the Series 2020 Bonds (the "Series 2020 Trust Estate");

**TO HAVE AND TO HOLD** all the same by the Master Indenture granted, bargained, sold, conveyed, transferred, assigned and pledged, or agreed or intended so to be, to the Trustee and its successors in said trust and to it and its assigns forever;

**IN TRUST NEVERTHELESS**, except as in each such case may otherwise be provided in the Master Indenture, upon the terms and trusts in the Indenture set forth for the equal and proportionate benefit, security and protection of all and

singular the present and future Owners of the Series 2020 Bonds issued or to be issued under and secured by this Fifth Supplemental Indenture, without preference, priority or distinction as to lien or otherwise, of any one Series 2020 Bond over any other Series 2020 Bond by reason of priority in their issue, sale or execution;

**PROVIDED HOWEVER**, that if the District, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal and Redemption Price of the Series 2020 Bonds or any Series 2020 Bond of a particular maturity issued, secured and Outstanding under this Fifth Supplemental Indenture and the interest due or to become due thereon, at the times and in the manner mentioned in the Series 2020 Bonds and this Fifth Supplemental Indenture, according to the true intent and meaning thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Master Indenture and this Fifth Supplemental Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions of the Master Indenture and this Fifth Supplemental Indenture, then upon such final payments, this Fifth Supplemental Indenture and the rights hereby granted shall cease and terminate, with respect to all Series 2020 Bonds or any Series 2020 Bond of a particular maturity, otherwise this Fifth Supplemental Indenture shall remain in full force and effect;

**THIS FIFTH SUPPLEMENTAL INDENTURE FURTHER WITNESSETH**, and it is expressly declared, that all Series 2020 Bonds issued and secured hereunder are to be issued, authenticated and delivered and all of the rights and property pledged to the payment thereof are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as expressed in the Master Indenture (except as amended directly or by implication by this Fifth Supplemental Indenture) and this Fifth Supplemental Indenture, and the District has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners, from time to time, of the Series 2020 Bonds, as follows:

## **ARTICLE I DEFINITIONS**

**Section 101. Definitions.** All terms used herein that are defined in the recitals hereto are used with the same meaning herein unless the context clearly requires otherwise. All terms used herein that are defined in the Master Indenture are used with the same meaning herein (including the use of such terms in the recitals hereto and the granting clauses hereof) unless (a) expressly given a different meaning herein or (b) the context clearly requires otherwise. In addition, unless the context clearly requires otherwise, the following terms used herein shall have the following meanings:

**"Arbitrage Certificate"** shall mean the Certificate as to Arbitrage and Certain Other Tax Matters of the District dated as of [Closing Date].

**"Assessment Methodology"** shall mean the Supplemental Special Assessment Methodology Report, dated [\_\_\_\_\_], prepared by the Methodology Consultant.

**"Beneficial Owners"** shall have the meaning given such term by DTC so long as it is the registered Owner through its Nominee, Cede & Co., of the Series 2020 Bonds as to which such reference is made to enable such Series 2020 Bonds to be held in book-entry only form, and shall otherwise mean the registered Owner on the registration books of the District maintained by the Bond Registrar.

**"Bond Depository"** shall mean the securities depository from time to time under Section 201 hereof, which may be the District.

**"Bond Participants"** shall mean those broker-dealers, banks and other financial institutions from time to time for which the Bond Depository holds Series 2020 Bonds as securities depository.

**"Collateral Assignment"** shall mean the [Collateral Assignment] between the District and the Developer, dated as of [Closing Date].

**"Completion Agreement"** shall mean the [Completion Agreement] between the District and the Developer, dated as of [Closing Date].

**"Conditions for Reduction of Reserve Account Requirement"** shall mean, collectively, that (i) all lots subject to Series 2020 Assessments have been developed and platted, (ii) all lots subject to Series 2020 Assessments have been sold by the Developer to builders and all such sales have closed, and (iii) there are no Events of Default occurring or continuing under the Indenture with respect to the Series 2020 Bonds. The District Engineer shall provide a written certification to the District and the Trustee certifying that the event in clause (i) has occurred and the District Manager shall provide a written certification to the District and the Trustee certifying that the event in clause (ii) has occurred and affirming clause (iii), on which certifications the Trustee may conclusively rely.

**"Continuing Disclosure Agreement"** shall mean the Continuing Disclosure Agreement, by and among the District, the Developer and [Government Management Services, LLC], as dissemination agent, dated as of [Closing Date].

**"Delinquent Assessment Interest"** shall mean Series 2020A-1 Assessment Interest or Series 2020A-2 Assessment Interest deposited by the District with the Trustee on or after May 1 of the year in which such Series 2020A-1 Assessment Interest or Series 2020A-2 Assessment Interest has, or would have, become delinquent under State law or the Series 2020 Assessment Proceedings applicable thereto.

**"Delinquent Assessment Principal"** shall mean Series 2020A-1 Assessment Principal or Series 2020A-2 Assessment Principal deposited by the District with the Trustee on or after May 1 of the year in which such Series 2020A-1 Assessment Principal or Series 2020A-2 Assessment Principal has, or would have, become delinquent under State law or the Series 2020 Assessment Proceedings applicable thereto.

**"Delinquent Assessments"** shall mean, collectively, Delinquent Assessment Principal and Delinquent Assessment Interest.

**"Developer"** shall mean Waltham Development Co., a Florida corporation.

**"Direct Billed"** shall mean Assessments or Operation and Maintenance Assessments, as applicable within the context in which such reference is made, which are billed directly by the District rather than collected on the tax bill using the Uniform Method.

**"DTC"** shall mean The Depository Trust Company, and its successors and assigns.

**"Engineer's Report"** shall mean the [Supplemental Engineer's Report], dated [\_\_\_\_], prepared by Hadden Engineering, Inc., a copy of which is attached hereto as Exhibit A.

**"Government Obligations"** shall mean direct obligations of, or obligations the timely payment of principal of and interest on which are unconditionally guaranteed by, the United States of America.

**"Interest Payment Date"** shall mean each May 1 and November 1, commencing May 1, 2021.

**"Majority Owners"** shall mean the Beneficial Owners of more than 50% in principal amount of the Outstanding Series 2020 Bonds.

**"Methodology Consultant"** shall mean Governmental Management Services, LLC.

**"Nominee"** shall mean the nominee of the Bond Depository, which may be the Bond Depository, as determined from time to time pursuant to this Fifth Supplemental Indenture.

**"On a pro rata basis"** shall mean the Outstanding principal amount of each of the Series 2020A-1 Bonds and Series 2020A-2 Bonds, respectively, divided by the total Outstanding principal amount of the Series 2020 Bonds.

**"Operation and Maintenance Assessments"** shall mean assessments described in Section 190.021(3) of the Act, for the maintenance of District facilities or the operations of the District.

**"Quarterly Redemption Date"** shall mean each February 1, May 1, August 1 and November 1.

**"Redemption Date"** shall mean a Quarterly Redemption Date in the case of a partial redemption of Outstanding Series 2020 Bonds, or any date in the case of the redemption of all of the Outstanding Series 2020 Bonds.

**"Series 2020 Assessment Area"** shall mean the [562] gross acres within the District anticipated to include 139 residential units, as more fully described in the Engineer's Report and the Assessment Methodology.

**"Series 2020 Assessment Proceedings"** shall mean the proceedings of the District with respect to the establishment, levy and collection of the Series 2020 Assessments which include Resolution Nos. 2015-08, 2015-09, 2016-02 and 2020-[\_], adopted by the Governing Body of the District, and any supplemental proceedings undertaken by the District with respect to the Series 2020 Assessments and the Assessment Methodology as approved thereby.

**"Series 2020 Assessments"** shall mean the Series 2020A-1 Assessments and the Series 2020A-2 Assessments.

**"Series 2020A-1 Assessments"** shall mean the principal and interest of Series 2020A-1 Assessments received by the District which corresponds to a proportionate amount of the principal and interest of the Series 2020A-1 Bonds.

**"Series 2020A-1 Assessment Interest"** shall mean the interest on the Series 2020A-1 Assessments which is pledged to the Series 2020A-1 Bonds.

**"Series 2020A-1 Assessment Principal"** shall mean the principal amount of Series 2020A-1 Assessments received by the District which represents a proportionate amount of the principal of and Amortization Installments of the Series 2020A-1 Bonds, other than applicable Delinquent Assessment Principal and Series 2020A-1 Prepayments.

**"Series 2020A-1 Assessment Revenues"** shall mean all revenues derived by the District from the Series 2020A-1 Assessments, including Delinquent Assessments, proceeds from any foreclosure of the lien of Delinquent Assessments and any statutory interest on the Delinquent Assessments collected by the District in excess of the rate of interest on the Series 2020A-1 Bonds.

**"Series 2020A-2 Assessments"** shall mean the principal and interest of Series 2020A-2 Assessments received by the District which corresponds to a proportionate amount of the principal and interest of the Series 2020A-2 Bonds.

**"Series 2020A-2 Assessment Interest"** shall mean the interest on the Series 2020A-2 Assessments which is pledged to the Series 2020A-2 Bonds.

**"Series 2020A-2 Assessment Principal"** shall mean the principal amount of Series 2020A-2 Assessments received by the District which represents a proportionate amount of the principal of and Amortization Installments of the Series 2020A-2 Bonds, other than applicable Delinquent Assessment Principal and Series 2020A-2 Prepayments.

**"Series 2020A-2 Assessment Revenues"** shall mean all revenues derived by the District from the Series 2020A-2 Assessments, including Delinquent Assessments, proceeds from any foreclosure of the lien of Delinquent Assessments and any statutory interest on the Delinquent Assessments collected by the District in excess of the rate of interest on the Series 2020A-2 Bonds.

**"Series 2020 Investment Obligations"** shall mean and includes any of the following securities, if and to the extent that such securities are legal investments for funds of the District:

(a) Government Obligations;

(b) Bonds, debentures, notes or other evidences of indebtedness issued by any of the following agencies or such other government - sponsored agencies which may presently exist or be hereafter created; provided that, such bonds, debentures, notes or other evidences of indebtedness are fully guaranteed as to both principal and interest by the Government National Mortgage Association (including participation certificates issued by such association); Fannie Mae (including participation certificates issued by such entity); Federal Home Loan Banks; Federal Farm Credit Banks; Tennessee Valley Authority; Federal Home Loan Mortgage Corporation and repurchase agreements secured by such obligations, which funds are rated in the highest categories for such funds by both Moody's and S&P at the time of purchase;

(c) Both (i) shares of a diversified open-end management investment company (as defined in the Investment Company Act of 1940) or a regulated investment company (as defined in Section 851(a) of the Code) that is a money market fund that is rated in the highest rating category for such funds by Moody's and S&P, and (ii) shares of money market mutual funds that invest only in the obligations described in (a) and (b) above;

(d) Money market deposit accounts, time deposits, and certificates of deposits issued by commercial banks, savings and loan associations or mutual savings banks whose short-term obligations are rated, at the time of purchase, in one of the two highest rating categories, without regard to gradation, by Moody's and S & P; and

(e) Commercial paper (having maturities of not more than 270 days) rated, at the time of purchase, in one of the two highest rating categories, without regard to gradation, by Moody's and S & P.

Under all circumstances, the Trustee shall be entitled to conclusively rely that any investment directed in writing by an Authorized Officer of the District is permitted under the Indenture and is a legal investment for funds of the District.

**"Series 2020A-1 Prepayment Interest"** shall mean the interest on the Series 2020A-1 Prepayments received by the District.

**"Series 2020A-2 Prepayment Interest"** shall mean the interest on the Series 2020A-2 Prepayments received by the District.

**"Series 2020A-1 Prepayments"** shall mean the excess amount of Series 2020A-1 Assessment Principal received by the District over the Series 2020A-1 Assessment Principal included within a Series 2020A-1 Assessment appearing on any outstanding and unpaid tax bill or direct collect invoice, whether or not mandated to be prepaid in accordance with the Series 2020 Assessment Proceedings. Anything herein or in the Master Indenture to the contrary notwithstanding, the term Series 2020A-1 Prepayments shall not mean the proceeds of any Refunding Bonds or other borrowing of the District.

**"Series 2020A-2 Prepayments"** shall mean the excess amount of Series 2020A-2 Assessment Principal received by the District over the Series 2020A-2 Assessment Principal included within a Series 2020A-2 Assessment appearing on any outstanding and unpaid tax bill or direct collect invoice, whether or not mandated to be prepaid in accordance with the Series 2020 Assessment Proceedings. Anything herein or in the Master Indenture to the contrary notwithstanding, the term Series 2020A-2 Prepayments shall not mean the proceeds of any Refunding Bonds or other borrowing of the District.

**"Series 2020 Project"** shall mean that portion of the Capital Improvement Program to be financed in part with the proceeds of the Series 2020 Bonds on deposit in the Series 2020 Acquisition and Construction Account, as more particularly described in the Engineer's Report.

**"Series 2020A-1 Reserve Account Requirement"** shall mean an amount equal to the Maximum Annual Debt Service Requirement for all Outstanding Series 2020A-1 Bonds, as of the time of any such calculation, until such time as the Conditions for Reduction of Reserve Account Requirement are met, at which time and thereafter the Series 2020A-1 Reserve Account Requirement shall be an amount equal to 50% of the Maximum Annual Debt Service Requirement for all Outstanding Series 2020A-1 Bonds, as of the time of any such calculation. On the date of initial issuance of the Series 2020A-1 Bonds, the Series 2020A-1 Reserve Account Requirement shall be \$[A-1 RAR].

***"Series 2020A-2 Reserve Account Requirement"*** shall mean an amount equal to the maximum annual interest requirement for the Series 2020A-2 Bonds, as calculated from time to time, which amount on the date of initial issuance is \$[A-2 RAR].

***"Substantially Absorbed"*** shall mean the date on which the principal amount of the Series 2020A-1 Assessments equaling 90% of the then Outstanding principal amount of the Series 2020A-1 Bonds is levied on tax parcels within the Series 2020 Assessment Area with respect to which a certificate of occupancy has been issued for a structure thereon and are owned by end users, as certified by an Authorized Officer and upon which the Trustee may conclusively rely.

***"True-Up Agreement"*** shall mean the [True-Up Agreement] between the District and the Developer, dated as of [Closing Date].

***"Uniform Method"*** shall mean the uniform method for the levy, collection and enforcement of Assessments afforded by Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, or any successor statutes.

## **ARTICLE II AUTHORIZATION, ISSUANCE AND PROVISIONS OF SERIES 2020 BONDS**

**Section 201. Authorization of Series 2020 Bonds; Separate Series Designations for Certain Limited Purposes; Book-Entry Only Form.** The Series 2020 Bonds are hereby authorized to be issued for the purposes enumerated in the recitals hereto in one Series but designated "\$[A-1 Amount] Rolling Hills Community Development District Capital Improvement Revenue Bonds, Series 2020A-1" and "\$[A-2 Amount] Rolling Hills Community Development District Capital Improvement Revenue and Refunding Bonds, Series 2020A-2." The Series 2020 Bonds are for all purposes under the Indenture one and the same Series of Bonds. The Series 2020 Bonds shall be substantially in the forms attached hereto as Exhibit B. Each Series 2020A-1 Bond shall bear the designation "2020A-1R" and shall be numbered consecutively from 1 upwards and each Series 2020A-2 Bond shall bear the designation "2020A-2R" and shall be numbered consecutively from 1 upwards.

The Series 2020 Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2020 Bond for each Series and maturity thereof. Upon initial issuance, the ownership of each such Series 2020 Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the initial Bond Depository. Except as provided in this Section 201, all of the Outstanding Series 2020 Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC.

With respect to Series 2020 Bonds registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation to any such Bond Participant or to any indirect Bond Participant. Without limiting the immediately preceding sentence, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any Bond Participant with respect to any ownership interest in the Series 2020 Bonds, (ii) the delivery to any Bond Participant or any other person other than an Owner, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the Series 2020 Bonds, including any notice of redemption, or (iii) the payment to any Bond Participant or any other person, other than an Owner, as shown in the registration books kept by the Bond Registrar, of any amount with respect to principal of, premium, if any, or interest on the Series 2020 Bonds. The District, the Trustee, the Bond Registrar and the Paying Agent shall treat and consider the person in whose name each Series 2020 Bond is registered in the registration books kept by the Bond Registrar as the absolute Owner of such Series 2020 Bond for the purpose of payment of principal, premium and interest with respect to such Series 2020 Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2020 Bond, for the purpose of registering transfers with respect to such Series 2020 Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the Series 2020 Bonds only to or upon the order of the respective Owners, as shown in the registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided herein and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2020 Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the registration books kept by the Bond Registrar, shall receive a certificated Series 2020 Bond evidencing the obligation of the District to make payments of principal, premium, if any, and interest pursuant to the provisions hereof. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new Nominee in place of Cede & Co., and subject to the provisions herein with respect to Record Dates, the words "Cede & Co." in this Fifth Supplemental Indenture shall refer to such new Nominee of DTC, and upon receipt of such a notice the District shall promptly deliver a copy of the same to the Trustee, the Bond Registrar and the Paying Agent.

Upon receipt by the Trustee or the District of written notice from DTC (i) confirming that DTC has received written notice from the District to the effect that a continuation of the requirement that all of the Outstanding Series 2020 Bonds be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, is not in the best interest of the Beneficial Owners of the Series 2020 Bonds, or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute Bond Depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such

functions upon reasonable and customary terms, the Series 2020 Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, but may be registered in whatever name or names Owners transferring or exchanging the Series 2020 Bonds shall designate, in accordance with the provisions hereof.

**Section 202. Terms.** The Series 2020 Bonds shall be issued as [\_\_\_] Term Bonds, shall be dated as of the date of their issuance and delivery to the initial purchasers thereof, shall bear interest at the fixed interest rates per annum and shall mature in the amounts and on the dates set forth below:

<u>Number</u>	<u>Principal Amount</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>CUSIP</u>
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**Section 203. Dating; Interest Accrual.** Each Series 2020 Bond shall be dated [Closing Date]. Each Series 2020 Bond shall also bear its date of authentication. Each Series 2020 Bond shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication (i) is an Interest Payment Date to which interest on such Series 2020 Bond has been paid, in which event such Series 2020 Bond shall bear interest from its date of authentication, or (ii) is prior to the first Interest Payment Date for the Series 2020 Bonds, in which event such Series 2020 Bond shall bear interest from its date. Interest on the Series 2020 Bonds shall be due and payable on each May 1 and November 1, commencing May 1, 2021, and shall be computed on the basis of a 360-day year of twelve 30-day months.

**Section 204. Denominations.** The Series 2020 Bonds shall be issued in Authorized Denominations; provided, however, that the Series 2020 Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of \$100,000 or integral multiples of Authorized Denominations in excess of \$100,000.

**Section 205. Paying Agent.** The District appoints the Trustee as Paying Agent for the Series 2020 Bonds.

**Section 206. Bond Registrar.** The District appoints the Trustee as Bond Registrar for the Series 2020 Bonds.

**Section 207. Conditions Precedent to Issuance of Series 2020 Bonds.** In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2020 Bonds, all the Series 2020 Bonds shall be executed by the District for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the District or upon its order, but only upon the further receipt by the Trustee of:

- (a) certified copies of the Series 2020 Assessment Proceedings;
- (b) executed copies of the Master Indenture and this Fifth Supplemental Indenture;
- (c) a customary Bond Counsel opinion;
- (d) the District Counsel opinion required by the Master Indenture;
- (e) a certificate of an Authorized Officer to the effect that, upon the authentication and delivery of the Series 2020 Bonds, the District will not be in default in the performance of the terms and provisions of the Master Indenture or this Fifth Supplemental Indenture;
- (f) an Engineer's Certificate and a copy of the Engineer's Report, which sets forth the estimated Costs of the Series 2020 Project;
- (g) a certificate of the Methodology Consultant addressing the validity of the Series 2020 Assessments;
- (h) a certified copy of the final judgment of validation in respect of the Bonds together with a certificate of no appeal; and
- (i) an executed Collateral Assignment, Completion Agreement and True-Up Agreement.

Payment to the Trustee of the net proceeds of the Series 2020 Bonds in the amount of \$[NP] shall conclusively evidence that the foregoing conditions precedent have been met to the satisfaction of the District and the underwriter.

### **ARTICLE III REDEMPTION OF SERIES 2020 BONDS**

**Section 301. Bonds Subject to Redemption.** The Series 2020 Bonds are subject to redemption prior to maturity as provided in the respective forms thereof attached hereto as Exhibit B. Interest on Series 2020A-1 Bonds which are called for redemption shall be paid on the date of redemption from the Series 2020A-1 Interest Account or from the Series 2020 Revenue Account to the extent moneys in the Series 2020A-1 Interest Account are insufficient for such purpose. Interest on Series 2020A-2 Bonds which are called for redemption shall be paid on the date of redemption from the Series 2020A-2 Interest Account or from the Series 2020 Revenue Account to the extent moneys in the Series 2020A-2 Interest Account are insufficient for such purpose. Moneys in the Series 2020 Optional Redemption Subaccount shall be applied in accordance with Section 506 of the Master Indenture to the optional redemption of Series 2020 Bonds.

**Section 302. Conditional Notice.** Notwithstanding anything in the Master Indenture or this Fifth Supplemental Indenture to the contrary, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events or upon the later deposit of moneys therefor as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

**ARTICLE IV**  
**DEPOSIT OF SERIES 2020 BOND PROCEEDS AND**  
**APPLICATION THEREOF; ESTABLISHMENT OF ACCOUNTS**  
**AND OPERATION THEREOF**

**Section 401. Establishment of Accounts.** There are hereby established, as needed, the following Accounts:

(a) within the Acquisition and Construction Fund held by the Trustee: (i) a Series 2020 Acquisition and Construction Account; and (ii) a Series 2020 Costs of Issuance Account;

(b) within the Debt Service Fund held by the Trustee: (i) a Series 2020 Debt Service Account and therein a Series 2020A-1 Sinking Fund Account, a Series 2020A-1 Interest Account, a Series 2020A-2 Principal Account and a Series 2020A-2 Interest Account; and (ii) a Series 2020 Redemption Account and therein a Series 2020A-1 Prepayment Subaccount, a Series 2020A-2 Prepayment Subaccount and a Series 2020 Optional Redemption Subaccount;

(c) within the Reserve Fund held by the Trustee: (i) a Series 2020A-1 Reserve Account, which shall be held for the benefit of all of the Series 2020A-1 Bonds, without distinction as to Series 2020A-1 Bonds and without privilege or priority of one Series 2020A-1 Bond over another; and (ii) a Series 2020A-2 Reserve Account, which shall be held for the benefit of all of the Series 2020A-2 Bonds, without distinction as to Series 2020A-2 Bonds and without privilege or priority of one Series 2020A-2 Bond over another;

(d) within the Revenue Fund held by the Trustee a Series 2020 Revenue Account; and

(e) within the Rebate Fund held by the Trustee a Series 2020 Rebate Account.

**Section 402. Use of Series 2020 Bond Proceeds.** The net proceeds of sale of the Series 2020 Bonds in the amount of \$[NP] (consisting of \$[Bond Amount].00 principal amount of Series 2020 Bonds [less/plus] [net] original issue [discount/premium] in the amount of \$[OID/OIP] and less underwriter's discount in the amount of \$[UD]), shall as soon as practicable upon the delivery thereof to the

Trustee by the District pursuant to Section 207 of the Master Indenture, be applied as follows:

(a) \$[A-1 RAR] from the proceeds of the Series 2020A-1 Bonds, representing the Series 2020A-1 Reserve Account Requirement at the time of issuance of the Series 2020A-1 Bonds, shall be deposited to the credit of the Series 2020A-1 Reserve Account;

(b) \$[A-2 RAR] from the proceeds of the Series 2020A-2 Bonds, representing the Series 2020A-2 Reserve Account Requirement at the time of issuance of the Series 2020A-2 Bonds, shall be deposited to the credit of the Series 2020A-2 Reserve Account;

(c) \$[COI] from the proceeds of the Series 2020 Bonds, representing the costs of issuance relating to the Series 2020 Bonds, shall be deposited to the credit of the Series 2020 Costs of Issuance Account;

(d) \$[CD] from the proceeds of the Series 2020 Bonds shall be deposited to the credit of the Series 2020 Acquisition and Construction Account; and

(e) the balance of the proceeds of the Series 2020A-2 Bonds, \$[ED Proceeds], shall be deposited to the Series 2015A-3 Optional Redemption Subaccount of the Series 2015A-3 Redemption Account established pursuant to the Fourth Supplemental Indenture and used to refund and redeem the Refunded Bonds on [Closing Date].

**Section 403. Series 2020 Acquisition and Construction Account; Series 2020 Costs of Issuance Account.**

(a) Amounts on deposit in the Series 2020 Acquisition and Construction Account shall be applied to pay Costs of the Series 2020 Project upon compliance with the requisition provisions set forth in Section 503(b) of the Master Indenture and on the form attached hereto as Exhibit C. The Trustee shall have no duty to verify that any requested disbursement from the Series 2020 Acquisition and Construction Account is for a Cost of the Series 2020 Project. The Consulting Engineer shall establish a Date of Completion for the Series 2020 Project, and any balance remaining in the Series 2020 Acquisition and Construction Account after such Date of Completion (taking into account the moneys then on deposit therein to pay any accrued but unpaid Costs of the Series 2020 Project which are required to be reserved in the Series 2020 Acquisition and Construction Account in accordance with the certificate of the Consulting Engineer delivered to the District and the Trustee establishing such Date of Completion), shall be transferred first to the Series 2020A-2 Prepayment Subaccount and applied to the extraordinary mandatory redemption of the Series 2020A-2 Bonds until such Series 2020A-2 Bonds are no longer Outstanding and then to the Series 2020A-1 Prepayment Subaccount and applied to the extraordinary mandatory redemption of the Series 2020A-1 Bonds in accordance

with Section 301 hereof and in the manner prescribed in the respective forms of Series 2020 Bonds attached hereto as Exhibit B. Notwithstanding the foregoing, the District shall not establish a Date of Completion until after the Conditions for Reduction of Reserve Account Requirement have been satisfied and moneys have been transferred from the Series 2020A-1 Reserve Account to the Series 2020 Acquisition and Construction as a result of such satisfaction pursuant to Section 405 hereof. At such time as there are no amounts on deposit in the Series 2020 Acquisition and Construction Account, such Account shall be closed.

(b) The amount deposited in the Series 2020 Costs of Issuance Account shall, at the written direction of an Authorized Officer to the Trustee, be used to pay the costs of issuance relating to the Series 2020 Bonds. On the earlier to occur of (x) the written direction of an Authorized Officer or (y) six months from the date of issuance of the Series 2020 Bonds, any amounts deposited in the Series 2020 Costs of Issuance Account for which the Trustee has not received a requisition to pay such costs shall be transferred over and deposited into the Series 2020 Acquisition and Construction Account and used for the purposes permitted therefor. Any deficiency in the amount allocated to pay the costs of issuance relating to the Series 2020 Bonds shall be paid from excess moneys on deposit in the Series 2020 Revenue Account pursuant to Section 408(d) hereof. When such deficiency has been satisfied and no moneys remain therein, the Series 2020 Costs of Issuance Account shall be closed.

#### **Section 404. Reserved.**

**Section 405. Series 2020A-1 Reserve Account; Series 2020A-2 Reserve Account.** The Series 2020A-1 Reserve Account shall be funded and maintained at all times in an amount equal to the Series 2020A-1 Reserve Account Requirement. Except as otherwise provided herein or in the Master Indenture, amounts on deposit in the Series 2020A-1 Reserve Account shall be used only for the purpose of making payments into the Series 2020A-1 Interest Account and the Series 2020A-1 Sinking Fund Account to pay Debt Service on the Series 2020A-1 Bonds, when due, without distinction as to Series 2020A-1 Bonds and without privilege or priority of one Series 2020A-1 Bond over another, to the extent the moneys on deposit in such Accounts available therefor are insufficient and for no other purpose. The Series 2020A-1 Reserve Account shall consist only of cash and Series 2020 Investment Obligations.

Anything herein or in the Master Indenture to the contrary notwithstanding, on the 45<sup>th</sup> day preceding each Quarterly Redemption Date (or, if such 45<sup>th</sup> day is not a Business Day, on the first Business Day preceding such 45<sup>th</sup> day), the Trustee is hereby authorized and directed to recalculate the Series 2020A-1 Reserve Account Requirement and to transfer any excess on deposit in the Series 2020A-1 Reserve Account (i) resulting from Prepayments of Series 2020A-1 Assessments into the Series 2020A-1 Prepayment Subaccount and applied to the extraordinary mandatory redemption of the Series 2020A-1 Bonds, (ii) resulting from a reduction of the Series 2020A-1 Reserve Account Requirement as the result of the Conditions for

Reduction of Reserve Account Requirement being met into the Series 2020 Acquisition and Construction Account and used for the purposes of such Account, or (iii) resulting from investment earnings as provided in Section 408(f) herein.

On the earliest date on which there is on deposit in the Series 2020A-1 Reserve Account sufficient moneys, after taking into account other moneys available therefor, to pay and redeem all of the Outstanding Series 2020A-1 Bonds, together with accrued interest and redemption premium, if any, on such Series 2020A-1 Bonds to the earliest Redemption Date permitted therein and herein, then the Trustee shall transfer the amount on deposit in the Series 2020A-1 Reserve Account into the Series 2020A-1 Prepayment Subaccount to pay and redeem all of the Outstanding Series 2020A-1 Bonds on the earliest Redemption Date permitted for redemption therein and herein.

The Series 2020A-2 Reserve Account shall be funded and maintained at all times in an amount equal to the Series 2020A-2 Reserve Account Requirement. Except as otherwise provided herein or in the Master Indenture, amounts on deposit in the Series 2020A-2 Reserve Account shall be used only for the purpose of making payments into the Series 2020A-2 Interest Account and the Series 2020A-2 Principal Account to pay Debt Service on the Series 2020A-2 Bonds, when due, without distinction as to Series 2020A-2 Bonds and without privilege or priority of one Series 2020A-2 Bond over another, to the extent the moneys on deposit in such Accounts available therefor are insufficient and for no other purpose. The Series 2020A-2 Reserve Account shall consist only of cash and Series 2020 Investment Obligations.

Anything herein or in the Master Indenture to the contrary notwithstanding, on the 45<sup>th</sup> day preceding each Quarterly Redemption Date (or, if such 45<sup>th</sup> day is not a Business Day, on the first Business Day preceding such 45<sup>th</sup> day), the Trustee is hereby authorized and directed to recalculate the Series 2020A-2 Reserve Account Requirement and to transfer any excess on deposit in the Series 2020A-2 Reserve Account (other than excess resulting from investments, which shall be governed by Section 408(f) hereof) into the Series 2020A-2 Prepayment Subaccount and applied to the extraordinary mandatory redemption of the Series 2020A-2 Bonds.

On the earliest date on which there is on deposit in the Series 2020A-2 Reserve Account sufficient moneys, after taking into account other moneys available therefor, to pay and redeem all of the Outstanding Series 2020A-2 Bonds, together with accrued interest and redemption premium, if any, on such Series 2020A-2 Bonds to the earliest Redemption Date permitted therein and herein, then the Trustee shall transfer the amount on deposit in the Series 2020A-2 Reserve Account into the Series 2020A-2 Prepayment Subaccount to pay and redeem all of the Outstanding Series 2020A-2 Bonds on the earliest Redemption Date permitted for redemption therein and herein.

Anything herein or in the Master Indenture to the contrary notwithstanding, amounts on deposit in the Series 2020-1 Reserve Account and the Series 2020A-2

Reserve Account shall, upon the occurrence and continuance of an Event of Default, be subject to a first charge by the Trustee for its fees and expenses, including fees and expenses of collection of Delinquent Assessments.

**Section 406. Amortization Installments; Selection of Bonds for Redemption.** (a) The Amortization Installments established for the Series 2020A-1 Bonds shall be as set forth in the form of Series 2020A-1 Bonds attached hereto. No Amortization Installments are established for the Series 2020A-2 Bonds.

(b) Upon any redemption of Series 2020A-1 Bonds (other than Series 2020A-1 Bonds redeemed in accordance with scheduled Amortization Installments and other than Series 2020A-1 Bonds redeemed at the direction of the District accompanied by a cash flow certificate as required by Section 506(b) of the Master Indenture), the Trustee shall cause Series 2020A-1 Bonds to be redeemed in such amounts and having such maturities so as to result in Amortization Installments recalculated, which recalculation shall be performed by the District, in such manner as shall amortize all the Outstanding Series 2020A-1 Bonds of all of the terms in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining terms of all of the Series 2020A-1 Bonds.

**Section 407. Tax Covenants.** The District shall comply with the Arbitrage Certificate, including but not limited to the Tax Regulatory Covenants set forth as an exhibit to the Arbitrage Certificate, as amended and supplemented from time to time in accordance with their terms.

**Section 408. Series 2020 Revenue Account; Application of Revenues and Investment Earnings.** (a) The Trustee is hereby authorized and directed to deposit any and all amounts required to be deposited in the Series 2020 Revenue Account by this Section 408 or by any other provision of the Master Indenture or this Fifth Supplemental Indenture, and any other amounts or payments specifically designated by the District pursuant to a written direction or by a Supplemental Indenture for said purpose. The Series 2020 Revenue Account shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee.

(b) The Trustee shall deposit into the Series 2020 Revenue Account (i) Series 2020A-1 Assessment Revenues (other than Series 2020A-1 Prepayments, which shall be identified by the District to the Trustee as such in writing upon deposit, upon which certification the Trustee may conclusively rely, and which shall be deposited into the Series 2020A-1 Prepayment Subaccount), (ii) Series 2020A-2 Assessment Revenues (other than Series 2020A-2 Prepayments, which shall be identified by the District to the Trustee as such in writing upon deposit, upon which certification the Trustee may conclusively rely, and which shall be deposited into the Series 2020A-2 Prepayment Subaccount), (iii) Series 2020A-1 Prepayment Interest and Series 2020A-2 Prepayment Interest, and (iv) any other revenues required by

other provisions of the Indenture to be deposited into the Series 2020 Revenue Account.

(c) (i) On the 45<sup>th</sup> day preceding each Quarterly Redemption Date (or if such 45<sup>th</sup> day is not a Business Day, on the Business Day preceding such 45<sup>th</sup> day), the Trustee shall determine the amount on deposit in the Series 2020A-1 Prepayment Subaccount and, if the balance therein is greater than zero, shall, upon written direction from the District, transfer from the Series 2020 Revenue Account for deposit into the Series 2020A-1 Prepayment Subaccount an amount sufficient to increase the amount on deposit therein to an integral multiple of \$5,000 (provided that there are sufficient funds remaining in the Series 2020 Revenue Account to pay Debt Service coming due on the Series 2020A-1 Bonds on the next succeeding Interest Payment Date), and shall thereupon give notice and cause the extraordinary mandatory redemption of the Series 2020A-1 Bonds on the next succeeding Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2020A-1 Prepayment Subaccount in accordance with the provisions for extraordinary mandatory redemption of the Series 2020A-1 Bonds set forth in the form of Series 2020A-1 Bonds attached hereto, Section 301 hereof, and Article III of the Master Indenture.

(ii) On the 45<sup>th</sup> day preceding each Quarterly Redemption Date (or if such 45<sup>th</sup> day is not a Business Day, on the Business Day preceding such 45<sup>th</sup> day), the Trustee shall determine the amount on deposit in the Series 2020A-2 Prepayment Subaccount and, if the balance therein is greater than zero, shall, upon written direction from the District, transfer from the Series 2020 Revenue Account for deposit into the Series 2020A-2 Prepayment Subaccount an amount sufficient to increase the amount on deposit therein to an integral multiple of \$5,000 (provided that there are sufficient funds remaining in the Series 2020 Revenue Account to pay Debt Service coming due on the Series 2020A-2 Bonds on the next succeeding Interest Payment Date), and shall thereupon give notice and cause the extraordinary mandatory redemption of the Series 2020A-2 Bonds on the next succeeding Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2020A-2 Prepayment Subaccount in accordance with the provisions for extraordinary mandatory redemption of the Series 2020A-2 Bonds set forth in the form of Series 2020A-2 Bonds attached hereto, Section 301 hereof, and Article III of the Master Indenture.

(d) On May 1 and November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day preceding such May 1 or November 1), the Trustee shall transfer amounts on deposit in the Series 2020 Revenue Account to the Accounts designated below in the following amounts and in the following order of priority:

**FIRST**, on a pro rata basis, to the Series 2020A-1 Interest Account, the amount, if any, equal to the difference between the amount of interest payable on all Series 2020A-1 Bonds then Outstanding on such May 1 or November 1, and the amount already on deposit in the Series 2020A-1 Interest Account not previously

credited, and to the Series 2020A-2 Interest Account, the amount, if any, equal to the difference between the amount of interest payable on all Series 2020A-2 Bonds then Outstanding on such May 1 or November 1, and the amount already on deposit in the Series 2020A-2 Interest Account not previously credited;

**SECOND**, on a pro rata basis, on May 1, 2021 and on each May 1 thereafter, to the Series 2020A-1 Sinking Fund Account, the amount, if any, equal to the difference between the Amortization Installments of all Series 2020A-1 Bonds subject to mandatory sinking fund redemption on such May 1 and the amount already on deposit in the Series 2020A-1 Sinking Fund Account not previously credited and on May 1, 2030, to the Series 2020A-2 Principal Account, the amount, if any, equal to the difference between the principal amount of all Series 2020A-2 Bonds coming due on such May 1, and the amount already on deposit in the Series 2020A-2 Principal Account not previously credited;

**THIRD**, on a pro rata basis, to the Series 2020A-1 Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2020A-1 Reserve Account Requirement with respect to the Series 2020A-1 Bonds, and to the Series 2020A-2 Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2020A-2 Reserve Account Requirement with respect to the Series 2020A-2 Bonds; and

**FOURTH**, the balance shall first be deposited into the Series 2020 Costs of Issuance Account to fund any deficiencies in the amount allocated to pay the costs of issuance relating to the Series 2020 Bonds, and then the balance shall be retained in the Series 2020 Revenue Account.

(e) On any date required by the Arbitrage Certificate, the District shall give the Trustee written direction to, and the Trustee shall, transfer from the Series 2020 Revenue Account to the Series 2020 Rebate Account the amount due and owing to the United States, which amount shall be paid to the United States when due in accordance with such Arbitrage Certificate.

(f) Anything herein or in the Master Indenture to the contrary notwithstanding, moneys on deposit in all of the Funds and Accounts held as security for the Series 2020 Bonds shall be invested only in Series 2020 Investment Obligations. Earnings on investments in the Series 2020 Acquisition and Construction Account, the Series 2020A-1 Interest Account and the Series 2020A-2 Interest Account shall be retained, as realized, in such Accounts and used for the purpose of such Accounts. Earnings on investments in the Funds and Accounts other than the Series 2020A-1 Reserve Account and the Series 2020A-2 Reserve Account, and other than as set forth above, shall be deposited, as realized, to the credit of the Series 2020 Revenue Account and used for the purpose of such Account.

Earnings on investments in the Series 2020A-1 Reserve Account and the Series 2020A-2 Reserve Account shall be disposed of as follows:

(i) if there was no deficiency (as defined in Section 509 of the Master Indenture) in the Series 2020A-1 Reserve Account or the Series 2020A-2 Reserve Account as of the most recent date on which amounts on deposit in such Reserve Account were valued by the Trustee, and if no withdrawals have been made from such Reserve Account since such date which have created a deficiency, then earnings on investments in both Reserve Accounts shall be deposited into the Series 2020 Revenue Account and used for the purpose of such Account; or

(ii) if there was a deficiency (as defined in Section 509 of the Master Indenture) in the Series 2020A-1 Reserve Account or the Series 2020A-2 Reserve Account as of the most recent date on which amounts on deposit in such Reserve Account were valued by the Trustee, or if after such date withdrawals have been made from the Series 2020A-1 Reserve Account or the Series 2020A-2 Reserve Account and have created such a deficiency, then earnings on investments in the Series 2020A-1 Reserve Account or the Series 2020A-2 Reserve Account shall be retained in such Reserve Account until the amount on deposit therein is equal to the Series 2020A-1 Reserve Account Requirement or the Series 2020A-2 Reserve Account Requirement, as applicable, and then earnings on investments in the Series 2020A-1 Reserve Account or the Series 2020A-2 Reserve Account shall be deposited into the Series 2020 Revenue Account and used for the purpose of such Account.

The foregoing determination and disbursement shall be made prior to any recalculation and transfer of excess amounts on deposit in the Series 2020A-1 Reserve Account or the Series 2020A-2 Reserve Account made pursuant to Section 405 hereof.

## **ARTICLE V CONCERNING THE TRUSTEE**

**Section 501. Acceptance by Trustee.** The Trustee accepts the trusts declared and provided in this Fifth Supplemental Indenture and agrees to perform such trusts upon the terms and conditions set forth herein and in the Master Indenture.

**Section 502. Limitation of Trustee's Responsibility.** The Trustee shall not be responsible in any manner for the due execution of this Fifth Supplemental Indenture by the District or for the recitals contained herein, all of which are made solely by the District.

**Section 503. Trustee's Duties.** Nothing contained herein shall limit the rights, benefits, privileges, protection and entitlements inuring to the Trustee under the Master Indenture, including, particularly, Article VI thereof.

## **ARTICLE VI ADDITIONAL BONDS**

**Section 601. No Parity Bonds; Limitation on Parity Assessments.** Other than Refunding Bonds issued to refund the then Outstanding Series 2020 Bonds, the issuance of which results in net present value Debt Service savings, the District shall not, while any Series 2020 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the Series 2020 Trust Estate. The District further covenants and agrees that so long as the Series 2020A-1 Assessments have not been Substantially Absorbed and the Series 2020A-2 Bonds are Outstanding, it will not impose Assessments for capital projects on any lands subject to the Series 2020 Assessments without the written consent of the Majority Owners. Notwithstanding the immediately preceding sentence, the District may impose Assessments on property subject to the Series 2020 Assessments which are necessary for health, safety or welfare reasons, or to remediate a natural disaster, or to effect repairs to or replacement of property, facilities or equipment of the District without the consent of the Majority Owners.

## **ARTICLE VII MISCELLANEOUS**

**Section 701. Confirmation of Master Indenture.** As supplemented by this Fifth Supplemental Indenture, the Master Indenture is in all respects ratified and confirmed, and this Fifth Supplemental Indenture shall be read, taken and construed as a part of the Master Indenture so that all of the rights, remedies, terms, conditions, covenants and agreements of the Master Indenture, except insofar as modified herein, shall apply and remain in full force and effect with respect to this Fifth Supplemental Indenture and to the Series 2020 Bonds issued hereunder.

**Section 702. Continuing Disclosure Agreement.** Contemporaneously with the execution and delivery hereof, the District has executed and delivered the Continuing Disclosure Agreement in order to comply with the requirements of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934. The District covenants and agrees to comply with the provisions of the Continuing Disclosure Agreement. However, as set forth therein, failure to so comply shall not constitute an Event of Default hereunder, but instead shall be enforceable as provided in the Continuing Disclosure Agreement.

**Section 703. Additional Covenant Regarding Assessments.** In addition to, and not in limitation of, the covenants contained elsewhere in this Fifth Supplemental Indenture and in the Master Indenture, the District covenants to comply with the terms of the Series 2020 Assessment Proceedings heretofore adopted with respect to the Series 2020 Assessments, including the Assessment Methodology, and to levy the Series 2020 Assessments and any required true-up payments set forth in the Assessment Methodology in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2020 Bonds, when due. The

Assessment Methodology shall not be materially amended without prior written consent of the Majority Owners.

**Section 704. Collection of Assessments.** (a) Anything herein or in the Master Indenture to the contrary notwithstanding, Series 2020A-1 Assessments levied on unplatted lands and pledged hereunder to secure the Series 2020A-1 Bonds shall be collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and Series 2020A-1 Assessments levied on platted lots and pledged hereunder to secure the Series 2020A-1 Bonds shall be collected pursuant to the Uniform Method. Anything herein or in the Master Indenture to the contrary notwithstanding, Series 2020A-2 Assessments whether levied on unplatted lands or platted lots and pledged hereunder to secure the Series 2020A-2 Bonds shall be collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes and not pursuant to the Uniform Method, unless otherwise directed by the Trustee acting at the direction of the Majority Owners.

(b) All Series 2020 Assessments that are collected directly by the District and not via the Uniform Method shall be due and payable by the applicable landowner no later than 30 days prior to each Interest Payment Date.

**Section 705. Foreclosure of Assessment Lien.** Notwithstanding Section 814 of the Master Indenture or any other provision of the Indenture to the contrary, the following provisions shall apply with respect to the Series 2020 Assessments and Series 2020 Bonds.

If any property shall be offered for sale for the nonpayment of any Series 2020 Assessments and no person or persons shall purchase such property for an amount equal to the full amount due on the Series 2020 Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the property may then be purchased by the District for an amount less than or equal to the balance due on the Series 2020 Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the District and the District shall receive, in its corporate name or in the name of a special purpose entity, title to the property for the benefit of the Owners of the Series 2020 Bonds; provided that the Trustee shall have the right acting at the direction of the Majority Owners, but shall not be obligated, to direct the District with respect to any action taken pursuant to this Section 705. The District, either through its own actions or actions caused to be taken through the Trustee, shall have the power to lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the Series 2020 Revenue Account. The District, either through its own actions or actions caused to be taken through the Trustee, agrees that it shall, after being provided assurances satisfactory to it of payment of its fees, costs and expenses for doing so, be required to take the measures provided by law for listing for sale of property acquired by it as trustee for the benefit of the Owners of the Series 2020 Bonds within 60 days after the receipt of the request therefor signed by the Trustee or the Majority Owners. The Trustee may, upon direction from the Majority Owners, pay costs associated with any actions taken by

District pursuant to this paragraph from any moneys legally available for such purpose held under the Indenture.

**Section 706. Owner Direction and Consent with Respect to Series 2020 Acquisition and Construction Account Upon Occurrence of Event of Default.** In accordance with the provisions of the Indenture, the Series 2020 Bonds are payable solely from the Series 2020 Pledged Revenues and the Series 2020 Pledged Funds held by the Trustee under the Indenture for such purpose. Anything in the Indenture to the contrary notwithstanding, the District hereby acknowledges that (i) the Series 2020 Pledged Funds includes, without limitation, all amounts on deposit in the Series 2020 Acquisition and Construction Account then held by the Trustee, (ii) upon the occurrence of an Event of Default with respect to the Series 2020 Bonds, the Series 2020 Pledged Funds may not be used by the District (whether to pay Costs of the Series 2020 Project or otherwise) without the consent of the Majority Owners, except to the extent that prior to the Trustee notifying the District of such declared Event of Default the District had incurred a binding obligation with third parties for work on the Series 2020 Project and payment is for such work, and (iii) upon the occurrence of an Event of Default with respect to the Series 2020 Bonds, the Series 2020 Pledged Funds may be used by the Trustee, at the direction or with the approval of the Majority Owners, to pay the reasonable costs and expenses incurred in connection with the pursuit of remedies under the Indenture. The District shall not enter into any binding agreement with respect to the Series 2020 Project that will cause the expenditure of additional funds from the Series 2020 Trust Estate after the occurrence and during the continuance of an Event of Default unless authorized in writing by the Majority Owners.

**Section 707. Assignment of District's Rights Under Collateral Assignment.** Subject to the terms of the Collateral Assignment, the District hereby assigns its rights under the Collateral Assignment to the Trustee for the benefit of the Owners, from time to time, of the Series 2020 Bonds. The Trustee shall not be deemed to have accepted any obligation under the Collateral Assignment by virtue of such assignment.

**Section 708. Enforcement of True-Up Agreement and Completion Agreement.** The District, either through its own actions, or actions caused to be taken through the Trustee, covenants that it shall strictly enforce all of the provisions of the True-Up Agreement and the Completion Agreement and, upon the occurrence and continuance of a default under either or both of such Agreements, the District covenants and agrees that the Trustee, at the direction of the Majority Owners, shall act on behalf of and in the District's stead to enforce the provisions of such Agreements and to pursue all available remedies under applicable law or in equity. Anything herein or in the Master Indenture to the contrary notwithstanding, failure of the District to enforce, or permit the Trustee to enforce in its stead, all of the provisions of the True-Up Agreement and the Completion Agreement upon demand of the Majority Owners, or the Trustee at the direction of the Majority Owners, shall

constitute an Event of Default under the Indenture, provided, however, that the District shall have a reasonable opportunity to cure.

**Section 709. Payment of Rebate Amount.** Anything herein or in the Master Indenture to the contrary notwithstanding, the District shall cause a Rebate Analyst to determine the Rebate Amount, if any, at the times and in the manner provided in the Tax Regulatory Covenants attached as an exhibit to the Arbitrage Certificate. If a Rebate Amount shall be due, the District shall deliver to the Trustee the written direction of an Authorized Officer to pay from the Series 2020 Rebate Account, or from any other available funds as shall be provided in such written direction, the Rebate Amount to the District for remittance to the Internal Revenue Service. The Trustee may conclusively rely on such written direction and shall have no responsibility for the calculation or payment of the Rebate Amount, if any. The District shall not be required to provide the report of the Rebate Analyst to the Trustee.

**Section 710. Provisions Relating to Bankruptcy or Insolvency of Landowner.** (a) The provisions of this Section 710 shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel, or tax parcels which are in the aggregate, subject to at least five percent of the Series 2020 Assessments pledged to the Series 2020 Bonds (an "Insolvent Taxpayer") under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a "Proceeding").

(b) The District acknowledges and agrees that, although the Series 2020 Bonds were issued by the District, the Owners of the Series 2020 Bonds are categorically the party with the ultimate financial stake in the transaction and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving an Insolvent Taxpayer:

(i) the District hereby agrees that it shall seek to secure the written consent of the Trustee, acting at the direction of the Majority Owners of the Series 2020 Bonds then Outstanding, prior to making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Series 2020 Assessments, the Series 2020 Bonds then Outstanding or any rights of the Trustee under the Indenture (provided, however, the Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Series 2020 Bonds then Outstanding, to the proposed action if the District does not receive a written response from the Trustee within 60 days following request for consent);

(ii) the District hereby agrees that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Series 2020 Assessments, the Series 2020 Bonds then Outstanding or any rights of the Trustee under the Indenture that are inconsistent with any written consent received (or deemed received) from the Trustee;

(iii) the District hereby agrees that it shall seek the written consent of the Trustee prior to filing and voting in any such Proceeding (provided, however, the Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Series 2020 Bonds then Outstanding, to the proposed action if the District does not receive a written response from the Trustee within 60 days following request for consent);

(iv) the Trustee shall have the right, by interpleader or otherwise, to seek or oppose any relief in any such Proceeding that the District, as claimant with respect to the Series 2020 Assessments, would have the right to pursue, and, if the Trustee chooses to exercise any such rights, the District shall not oppose the Trustee in seeking to exercise any and all rights and taking any and all actions available to the District in connection with any Proceeding of any Insolvent Taxpayer, including, without limitation, the right to file and/or prosecute and/or defend any claims and proofs of claims, to vote to accept or reject a plan, to seek dismissal of the Proceeding, to seek stay relief to commence or continue foreclosure or pursue any other available remedies as to the Series 2020 Assessments, to seek substantive consolidation, to seek to shorten the Insolvent Taxpayer's exclusivity periods or to oppose any motion to extend such exclusivity periods, to oppose any motion for use of cash collateral or for authority to obtain financing, to oppose any sale procedures motion or any sale motion, to propose a competing plan of reorganization or liquidation, or to make any election under Section 1111(b) of the Bankruptcy Code; and

(v) the District shall not challenge the validity or amount of any claim submitted in good faith in such Proceeding by the Trustee or any valuations of the lands owned by any Insolvent Taxpayer submitted in good faith by the Trustee in such Proceeding or take any other action in such Proceeding, which is adverse to the Trustee's enforcement of the District's claim and rights with respect to the Series 2020 Assessments or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District agrees that the Trustee shall have the right to (A) file a proof of claim with respect to the Series 2020 Assessments, (B) deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (C) defend any objection filed to said proof of claim.

The District acknowledges and agrees that it shall not be a defense to a breach of the foregoing covenants that it has acted on advice of counsel in not complying with the foregoing covenants.

(c) Notwithstanding the provisions of subsection (b) above, nothing in this Section 710 shall preclude the District from becoming a party to a Proceeding in order to enforce a claim for Operation and Maintenance Assessments, and the District shall be free to pursue such a claim in such manner as it shall deem appropriate in its sole and absolute discretion. Any actions taken by the District in pursuance of its claim for Operation and Maintenance Assessments in any Proceeding shall not be considered an action adverse or inconsistent with the Trustee's rights or consents with respect to the Series 2020 Assessments whether such claim is pursued by the District or the Trustee; provided, however, that the District shall not oppose any relief sought by the Trustee under the authority granted to the Trustee in clause (b)(iv) above.

**Section 711. Additional Events of Default.** Section 902 of the Master Indenture is hereby amended with respect to the Series 2020 Bonds by inserting at the conclusion thereof the following paragraph:

"(h) More than twenty-five percent (25%) of the Series 2020 Assessments shall have become Delinquent Assessments and remain delinquent for more than ninety (90) days and the Indenture provides for the Trustee to withdraw funds from the Series 2020A-1 Reserve Account or the Series 2020A-2 Reserve Account to pay Debt Service on the Series 2020A-1 Bonds or Series 2020A-2 Bonds, as applicable (regardless of whether the Trustee does or does not, per the direction of the Majority Owners, actually withdraw such funds from the Series 2020A-1 Reserve Account or the Series 2020A-2 Reserve Account to pay Debt Service on the Series 2020A-1 Bonds or the Series 2020A-2 Bonds, as applicable);

(i) Breach by the District of any covenant made by it in the Indenture, whether or not notice of such breach has been given and without the necessity for the passage of time; and

(j) More than twenty percent (20%) of the Operation and Maintenance Assessments levied by the District have not been paid, when due, and remain delinquent for more than sixty (60) days."

**Section 712. Enforcement of Remedies.** Anything herein or in the Master Indenture to the contrary notwithstanding, the District covenants and agrees that it will take such actions to enforce the remedial provisions of the Indenture, the provisions for the collection of Delinquent Assessments, including delinquent Direct Billed Operation and Maintenance Assessments, the provisions for the foreclosure of liens of Delinquent Assessments, including delinquent Direct Billed Operation and Maintenance Assessments, and will take such other appropriate remedial actions as shall be directed by the Trustee acting at the direction of, and on behalf of, the

Majority Owners. Notwithstanding anything to the contrary herein, and unless otherwise directed by the Majority Owners and allowed pursuant to Federal or State law, the District acknowledges and agrees that (i) upon failure of any property owner to pay an installment of Series 2020 Assessments collected directly by the District when due, that the entire Series 2020 Assessment on the tax parcel as to which such Delinquent Assessment appertains, with interest and penalties thereon, shall immediately become due and payable as provided by applicable law and the District shall promptly cause to be brought the necessary legal proceedings for the foreclosure of liens of Delinquent Assessments, including interest and penalties with respect to such tax parcel and (ii) the foreclosure proceedings shall be prosecuted to a sale and conveyance of the property involved in said proceedings as now provided by law in suits to foreclose mortgages.

**Section 713. Requisite Owners for Direction or Consent.** Anything in the Master Indenture to the contrary notwithstanding, any direction or consent or similar provision which requires 51% of the Owners, shall in each case be deemed to refer to, and shall mean, the Majority Owners.

**Section 714. No Duty to File Annual Report.** Anything in Section 808(a) of the Master Indenture to the contrary notwithstanding, the District shall not be required to file an annual report with the Trustee.

**Section 715. Brokerage Statements.** The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive individual confirmations of security transactions at no additional cost, as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the District periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

**Section 716. Patriot Act Requirements of the Trustee.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Trustee will ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, Rolling Hills Community Development District has caused this Fifth Supplemental Indenture to be signed in its name and on its behalf by its Chairman, and its official seal to be hereunto affixed and attested by its [Assistant] Secretary, thereunto duly authorized, and to evidence its acceptance of the trusts hereby created, the Trustee has caused this Fifth Supplemental Indenture to be signed in its name and on its behalf by its duly authorized Vice President.

**(SEAL)**

**ROLLING HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

Attest:

\_\_\_\_\_  
[Assistant] Secretary

By:\_\_\_\_\_  
Chairman, Board of Supervisors

**U.S. BANK NATIONAL ASSOCIATION,**  
as Trustee

By:\_\_\_\_\_  
Vice President

**EXHIBIT A**  
**DESCRIPTION OF SERIES 2020 PROJECT**

[See Report of District Engineer Attached Hereto]

**EXHIBIT B**

**FORMS OF SERIES 2020 BONDS**

**[FORM OF SERIES 2020A-1 BOND]**

**No. 2020A-1R-**

**\$[ ]**

**UNITED STATES OF AMERICA  
STATE OF FLORIDA  
ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT  
CAPITAL IMPROVEMENT REVENUE BOND,  
SERIES 2020A-1**

<u>Interest Rate</u> %	<u>Maturity Date</u> May 1, 20[ ]	<u>Dated Date</u> [Closing Date]	<u>CUSIP</u>
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**Registered Owner:      CEDE & CO.**

**Principal Amount:**

**ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT**, a community development district duly established and existing pursuant to Chapter 190, Florida Statutes (the "District"), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture hereinafter mentioned) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for or, if no interest has been paid, from the Dated Date shown above on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing on May 1, 2021, until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (hereinafter defined), be paid to the registered Owner hereof at the close of business on the regular Record Date for such interest, which shall be the 15<sup>th</sup> day of the calendar month preceding such Interest Payment Date or, if such day is not a Business Day, on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under

clause (a) of Section 902 of the Master Indenture (hereinafter defined), the payment of interest and principal or Redemption Price or Amortization Installments shall be made by the Paying Agent (hereinafter defined) to such person who, on a special record date which is fixed by the Trustee, which shall be not more than 15 and not less than 10 days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of this Bond. Any payment of principal, Amortization Installment or Redemption Price shall be made only upon presentation hereof at the designated corporate trust office of U.S. Bank National Association, located in Orlando, Florida, or any alternate or successor paying agent (collectively, the "Paying Agent"), unless the Bonds are held in the book-entry system in which case presentation shall not be required. Payment of interest shall be made by check or draft (or by wire transfer to the registered Owner set forth above if such Owner requests such method of payment in writing on or prior to the regular Record Date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner set forth above owns not less than \$1,000,000 in aggregate principal amount of the Series 2020 Bonds, as defined below). Interest on this Bond will be computed on the basis of a 360-day year of twelve 30-day months. During any period that this Bond is registered in the name of Cede & Co., as Nominee of DTC, the provisions of the Supplemental Indenture (hereinafter defined) relating to the book-entry only system shall apply, including the payment provisions thereof. Capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the hereinafter defined Indenture.

This Bond is one of a duly authorized issue of Bonds of the District designated "\$[A-1 Amount] Rolling Hills Community Development District Capital Improvement Revenue Bonds, Series 2020A-1" and "\$[A-2 Amount] Rolling Hills Community Development District Capital Improvement Revenue and Refunding Bonds, Series 2020A-2" (collectively, the "Series 2020 Bonds") issued as one Series under a Master Trust Indenture, dated as of November 1, 2006 (the "Master Indenture"), between the District and U.S. Bank National Association, Orlando, Florida, as trustee (the "Trustee"), as amended and supplemented by a Fifth Supplemental Trust Indenture, dated as of September 1, 2020 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture"), between the District and the Trustee (the Series 2020 Bonds together with any other Bonds issued under and governed by the terms of the Master Indenture are hereinafter collectively referred to as the "Bonds"). The District will apply the proceeds of the Series 2020 Bonds to (i) currently refund and redeem a portion of the District's Capital Improvement Revenue Refunding Bonds, Series 2015A-3, (ii) finance the Cost of the Series 2020 Project, (iii) pay certain costs associated with the issuance of the Series 2020 Bonds, and (iv) make a deposit into the Series 2020A-1 Reserve Account to be held for the benefit of all of the Series 2020A-1 Bonds and into the Series 2020A-2 Reserve Account to be held for the benefit of all of the Series 2020A-2 Bonds.

NEITHER THIS BOND NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR

GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THIS BOND AND THE SERIES OF WHICH IT IS A PART AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON AND THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE TERMS HEREOF. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE TERMS HEREOF SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2020 PLEDGED REVENUES AND THE SERIES 2020 PLEDGED FUNDS PLEDGED TO THE SERIES 2020 BONDS, ALL AS PROVIDED HEREIN AND IN THE INDENTURE.

This Bond is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the corporate trust office of the Trustee. Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of Series 2020 Bonds issued under the Indenture, the collection and disposition of revenues and the funds charged with and pledged to the payment of the principal, Amortization Installments and Redemption Price of, and the interest on, the Series 2020 Bonds, the nature and extent of the security thereby created, the covenants of the District with respect to the levy and collection of Series 2020 Assessments, the terms and conditions under which the Series 2020 Bonds are or may be issued, the rights, duties, obligations and immunities of the District and the Trustee under the Indenture and the rights of the Owners of the Series 2020 Bonds and, by the acceptance of this Bond, the Owner hereof assents to all of the provisions of the Indenture. The Series 2020 Bonds are equally and ratably secured by the Series 2020 Trust Estate, without preference or priority of one Series 2020 Bond over another. The Supplemental Indenture does not authorize the issuance of any Additional Bonds ranking on parity with the Series 2020 Bonds as to the lien and pledge of the Series 2020 Trust Estate except, under certain circumstances, Refunding Bonds, and the Supplemental Indenture contains provisions limiting the imposition of capital Assessments on property subject to the Series 2020 Assessments.

The Series 2020 Bonds are issuable only as registered bonds without coupons in current interest form in denominations of \$5,000 or any integral multiple thereof (an "Authorized Denomination"); provided, however, that the Series 2020 Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of

\$100,000 or integral multiples of Authorized Denominations in excess of \$100,000. This Bond is transferable by the registered Owner hereof or his duly authorized attorney at the designated corporate trust office of the Trustee in Orlando, Florida, as Bond Registrar (the "Bond Registrar"), upon surrender of this Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature reasonably satisfactory to the Bond Registrar, subject to such reasonable regulations as the District or the Bond Registrar may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new Bond or Bonds, in the same aggregate principal amount as the Bond or Bonds transferred, will be issued to the transferee. At the corporate trust office of the Bond Registrar in Orlando, Florida, in the manner and subject to the limitations and conditions provided in the Master Indenture and without cost, except for any tax or other governmental charge, Bonds may be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of Authorized Denominations and bearing interest at the same rate or rates.

The Series 2020A-1 Bonds are subject to redemption prior to maturity at the option of the District in whole or in part on any date on or after May 1, 20[ ] at the Redemption Price of the principal amount of the Series 2020A-1 Bonds or portions thereof to be redeemed together with accrued interest to the date of redemption.

The Series 2020A-1 Bonds maturing May 1, 20[ ], are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2020A-1 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<b>May 1 of the Year</b>	<b>Amortization Installment</b>	<b>May 1 of the Year</b>	<b>Amortization Installment</b>
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\* Final maturity

The Series 2020A-1 Bonds maturing May 1, 20[ ], are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2020A-1 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<b>May 1 of the Year</b>	<b>Amortization Installment</b>	<b>May 1 of the Year</b>	<b>Amortization Installment</b>
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\* Final maturity

The Series 2020A-1 Bonds maturing May 1, 20[\_\_\_], are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2020A-1 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<b>May 1 of the Year</b>	<b>Amortization Installment</b>	<b>May 1 of the Year</b>	<b>Amortization Installment</b>
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\* Final maturity

The Series 2020A-1 Bonds maturing May 1, 20[\_\_\_], are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2020A-1 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<b>May 1 of the Year</b>	<b>Amortization Installment</b>	<b>May 1 of the Year</b>	<b>Amortization Installment</b>
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\* Final maturity

As more particularly set forth in the Indenture, any Series 2020A-1 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2020A-1 Bonds. Amortization Installments are also subject to recalculation, as provided in the

Supplemental Indenture, as the result of the redemption of Series 2020A-1 Bonds other than from scheduled Amortization Installments so as to reamortize the remaining Outstanding principal balance of the Series 2020A-1 Bonds as set forth in the Supplemental Indenture.

The Series 2020A-1 Bonds are subject to extraordinary mandatory redemption prior to maturity in whole or in part on any Redemption Date at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the Redemption Date, if and to the extent that any one or more of the following shall have occurred:

(a) after there are no longer Series 2020A-2 Bonds Outstanding, on or after the Date of Completion of the Series 2020 Project, by application of moneys transferred from the Series 2020 Acquisition and Construction Account to the Series 2020A-1 Prepayment Subaccount as provided for in the Indenture; or

(b) from amounts, including Series 2020A-1 Prepayments, required by the Indenture to be deposited into the Series 2020A-1 Prepayment Subaccount; or

(c) from amounts transferred from the Series 2020A-1 Reserve Account to the Series 2020A-1 Prepayment Subaccount resulting from a reduction in the Series 2020A-1 Reserve Account Requirement as provided for in the Indenture; or

(d) on the date on which the amount on deposit in the Series 2020A-1 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2020A-1 Bonds then Outstanding, including accrued interest thereon.

If less than all of the Series 2020A-1 Bonds shall be called for redemption, the particular Series 2020A-1 Bonds or portions of Series 2020A-1 Bonds to be redeemed shall be selected by lot by the Bond Registrar as provided in the Indenture, or as provided or directed by DTC.

Notice of each redemption of Series 2020 Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than 30 nor more than 45 days prior to the date of redemption to each registered Owner of Series 2020 Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2020 Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2020 Bonds or such portions thereof on such date, interest on such Series 2020 Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2020 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2020

Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

Pursuant to the Indenture, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events or upon the later deposit of moneys therefor as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

The Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute an action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series 2020 Bonds then Outstanding under the Indenture may become and may be declared due and payable before the stated maturities thereof, with the interest accrued thereon.

Modifications or alterations of the Master Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Master Indenture.

Any moneys held by the Trustee or any Paying Agent in trust for the payment and discharge of any Bond which remain unclaimed for two years after the date when such Bond has become due and payable, either at its stated maturity date or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for two years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Bond became due and payable, shall be paid to the District, and thereupon and thereafter no claimant shall have any rights against the Paying Agent to or in respect of such moneys.

If the District deposits or causes to be deposited with the Trustee cash or Federal Securities sufficient to pay the principal or Redemption Price of any Series 2020 Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of the Series 2020 Bonds as to the Series 2020 Trust Estate shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

This Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida.

This Bond is issued with the intent that the laws of the State of Florida shall govern its construction.

All acts, conditions and things required by the Constitution and laws of the State of Florida and the resolutions of the District to happen, exist and be performed precedent to and in the issuance of this Bond and the execution of the Indenture, have happened, exist and have been performed as so required. This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by the execution by the Trustee of the Certificate of Authentication endorsed hereon.

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, Rolling Hills Community Development District has caused this Bond to bear the signature of the Chairman of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of the [Assistant] Secretary to the Board of Supervisors.

Attest:

**ROLLING HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
[Assistant] Secretary

By:\_\_\_\_\_  
Chairman, Board of Supervisors

**(SEAL)**

### **CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Bonds of the Series designated herein, described in the within-mentioned Indenture.

**U.S. BANK NATIONAL ASSOCIATION,**  
as Trustee

Date of Authentication:

[Closing Date]\_\_\_\_\_

By:\_\_\_\_\_  
Vice President

### **CERTIFICATE OF VALIDATION**

This Bond is one of a Series of Bonds which were validated by judgment of the Fourth Judicial Circuit of Florida, in and for Clay County rendered on September 11, 2006.

\_\_\_\_\_  
Chairman, Board of Supervisors,  
Rolling Hills  
Community Development District

## **[FORM OF ABBREVIATIONS]**

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM as tenants in common

TEN ENT as tenants by the entireties

JT TEN as joint tenants with the right of survivorship and not as tenants in common

UNIFORM TRANSFER MIN ACT - \_\_\_\_\_ Custodian \_\_\_\_\_ under  
Uniform Transfer to Minors Act \_\_\_\_\_ (Cust.) \_\_\_\_\_ (Minor)  
(State)

Additional abbreviations may also be used though not in the above list.

## **[FORM OF ASSIGNMENT]**

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney to transfer the said Bond on the books of the District, with full power of substitution in the premises.

Dated:

Social Security Number or Employer:

Identification Number of Transferee:

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

NOTICE: The assignor's signature to this Assignment must correspond with the name as it appears on the face of the within Bond in every particular without alteration or any change whatever.

[FORM OF SERIES 2020A-2 BOND]

No. 2020A-2R-

\$[ ]

UNITED STATES OF AMERICA  
STATE OF FLORIDA  
ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT  
CAPITAL IMPROVEMENT REVENUE AND REFUNDING BOND,  
SERIES 2020A-2

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP</u>
%	May 1, 20[ ]	[Closing Date]	

Registered Owner: CEDE & CO.

Principal Amount:

ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT, a community development district duly established and existing pursuant to Chapter 190, Florida Statutes (the "District"), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture hereinafter mentioned) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for or, if no interest has been paid, from the Dated Date shown above on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing on May 1, 2021, until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (hereinafter defined), be paid to the registered Owner hereof at the close of business on the regular Record Date for such interest, which shall be the 15<sup>th</sup> day of the calendar month preceding such Interest Payment Date or, if such day is not a Business Day, on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 of the Master Indenture (hereinafter defined), the payment of interest and principal or Redemption Price or Amortization Installments shall be made by the Paying Agent (hereinafter defined) to such person who, on a special record date which is fixed by the Trustee, which shall be not more than 15 and not

less than 10 days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of this Bond. Any payment of principal or Redemption Price shall be made only upon presentation hereof at the designated corporate trust office of U.S. Bank National Association, located in Orlando, Florida, or any alternate or successor paying agent (collectively, the "Paying Agent"), unless the Bonds are held in the book-entry system in which case presentation shall not be required. Payment of interest shall be made by check or draft (or by wire transfer to the registered Owner set forth above if such Owner requests such method of payment in writing on or prior to the regular Record Date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner set forth above owns not less than \$1,000,000 in aggregate principal amount of the Series 2020 Bonds, as defined below). Interest on this Bond will be computed on the basis of a 360-day year of twelve 30-day months. During any period that this Bond is registered in the name of Cede & Co., as Nominee of DTC, the provisions of the Supplemental Indenture (hereinafter defined) relating to the book-entry only system shall apply, including the payment provisions thereof. Capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the hereinafter defined Indenture.

This Bond is one of a duly authorized issue of Bonds of the District designated "\$[A-1 Amount] Rolling Hills Community Development District Capital Improvement Revenue Bonds, Series 2020A-1" and "\$[A-2 Amount] Rolling Hills Community Development District Capital Improvement Revenue and Refunding Bonds, Series 2020A-2" (collectively, the "Series 2020 Bonds") issued as one Series under a Master Trust Indenture, dated as of November 1, 2006 (the "Master Indenture"), between the District and U.S. Bank National Association, Orlando, Florida, as trustee (the "Trustee"), as amended and supplemented by a Fifth Supplemental Trust Indenture, dated as of September 1, 2020 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture"), between the District and the Trustee (the Series 2020 Bonds together with any other Bonds issued under and governed by the terms of the Master Indenture are hereinafter collectively referred to as the "Bonds"). The District will apply the proceeds of the Series 2020 Bonds to (i) currently refund and redeem a portion of the District's Capital Improvement Revenue Refunding Bonds, Series 2015A-3, (ii) finance the Cost of the Series 2020 Project, (iii) pay certain costs associated with the issuance of the Series 2020 Bonds, and (iv) make a deposit into the Series 2020A-1 Reserve Account to be held for the benefit of all of the Series 2020A-1 Bonds and into the Series 2020A-2 Reserve Account to be held for the benefit of all of the Series 2020A-2 Bonds.

NEITHER THIS BOND NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THIS BOND AND THE SERIES OF WHICH IT IS A PART AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON AND THEREON DO NOT CONSTITUTE EITHER A PLEDGE

OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE TERMS HEREOF. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE TERMS HEREOF SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2020 PLEDGED REVENUES AND THE SERIES 2020 PLEDGED FUNDS PLEDGED TO THE SERIES 2020 BONDS, ALL AS PROVIDED HEREIN AND IN THE INDENTURE.

This Bond is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the corporate trust office of the Trustee. Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of Series 2020 Bonds issued under the Indenture, the collection and disposition of revenues and the funds charged with and pledged to the payment of the principal and Redemption Price of, and the interest on, the Series 2020 Bonds, the nature and extent of the security thereby created, the covenants of the District with respect to the levy and collection of Series 2020 Assessments, the terms and conditions under which the Series 2020 Bonds are or may be issued, the rights, duties, obligations and immunities of the District and the Trustee under the Indenture and the rights of the Owners of the Series 2020 Bonds and, by the acceptance of this Bond, the Owner hereof assents to all of the provisions of the Indenture. The Series 2020 Bonds are equally and ratably secured by the Series 2020 Trust Estate, without preference or priority of one Series 2020 Bond over another. The Supplemental Indenture does not authorize the issuance of any Additional Bonds ranking on parity with the Series 2020 Bonds as to the lien and pledge of the Series 2020 Trust Estate except, under certain circumstances, Refunding Bonds, and the Supplemental Indenture contains provisions limiting the imposition of capital Assessments on property subject to the Series 2020 Assessments.

The Series 2020 Bonds are issuable only as registered bonds without coupons in current interest form in denominations of \$5,000 or any integral multiple thereof (an "Authorized Denomination"); provided, however, that the Series 2020 Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of \$100,000 or integral multiples of Authorized Denominations in excess of \$100,000. This Bond is transferable by the registered Owner hereof or his duly authorized attorney at the designated corporate trust office of the Trustee in Orlando, Florida, as Bond Registrar (the "Bond Registrar"), upon surrender of this Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature

reasonably satisfactory to the Bond Registrar, subject to such reasonable regulations as the District or the Bond Registrar may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new Bond or Bonds, in the same aggregate principal amount as the Bond or Bonds transferred, will be issued to the transferee. At the corporate trust office of the Bond Registrar in Orlando, Florida, in the manner and subject to the limitations and conditions provided in the Master Indenture and without cost, except for any tax or other governmental charge, Bonds may be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of Authorized Denominations and bearing interest at the same rate or rates.

The Series 2020A-2 Bonds are not subject to redemption prior to maturity at the option of the District.

The Series 2020A-2 Bonds are subject to extraordinary mandatory redemption prior to maturity in whole or in part on any Redemption Date at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the Redemption Date, if and to the extent that any one or more of the following shall have occurred:

(a) on or after the Date of Completion of the Series 2020 Project, by application of moneys transferred from the Series 2020 Acquisition and Construction Account to the Series 2020A-2 Prepayment Subaccount as provided for in the Indenture; or

(b) from amounts, including Series 2020A-2 Prepayments, required by the Indenture to be deposited into the Series 2020A-2 Prepayment Subaccount;

(c) from amounts transferred from the Series 2020A-2 Reserve Account to the Series 2020A-2 Prepayment Subaccount resulting from a reduction in the Series 2020A-2 Reserve Account Requirement as provided for in the Indenture; or

(d) on the date on which the amount on deposit in the Series 2020A-2 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2020A-2 Bonds then Outstanding, including accrued interest thereon.

If less than all of the Series 2020A-2 Bonds shall be called for redemption, the particular Series 2020A-2 Bonds or portions of Series 2020A-2 Bonds to be redeemed shall be selected by lot by the Bond Registrar as provided in the Indenture, or as provided or directed by DTC.

Notice of each redemption of Series 2020 Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than 30 nor more than 45 days prior to the date of redemption to each registered Owner of Series 2020 Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by

the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2020 Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2020 Bonds or such portions thereof on such date, interest on such Series 2020 Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2020 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2020 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

The Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute an action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series 2020 Bonds then Outstanding under the Indenture may become and may be declared due and payable before the stated maturities thereof, with the interest accrued thereon.

Modifications or alterations of the Master Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Master Indenture.

Any moneys held by the Trustee or any Paying Agent in trust for the payment and discharge of any Bond which remain unclaimed for two years after the date when such Bond has become due and payable, either at its stated maturity date or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for two years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Bond became due and payable, shall be paid to the District, and thereupon and thereafter no claimant shall have any rights against the Paying Agent to or in respect of such moneys.

If the District deposits or causes to be deposited with the Trustee cash or Federal Securities sufficient to pay the principal or Redemption Price of any Series 2020 Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien

of the Series 2020 Bonds as to the Series 2020 Trust Estate shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

This Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida.

This Bond is issued with the intent that the laws of the State of Florida shall govern its construction.

All acts, conditions and things required by the Constitution and laws of the State of Florida and the resolutions of the District to happen, exist and be performed precedent to and in the issuance of this Bond and the execution of the Indenture, have happened, exist and have been performed as so required. This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by the execution by the Trustee of the Certificate of Authentication endorsed hereon.

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, Rolling Hills Community Development District has caused this Bond to bear the signature of the Chairman of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of the [Assistant] Secretary to the Board of Supervisors.

Attest:

**ROLLING HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
[Assistant] Secretary

By:\_\_\_\_\_  
Chairman, Board of Supervisors

**(SEAL)**

### **CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Bonds of the Series designated herein, described in the within-mentioned Indenture.

**U.S. BANK NATIONAL ASSOCIATION,**  
as Trustee

Date of Authentication:

[Closing Date]\_\_\_\_\_

By:\_\_\_\_\_  
Vice President

### **CERTIFICATE OF VALIDATION**

This Bond is one of a Series of Bonds which were validated by judgment of the Fourth Judicial Circuit of Florida, in and for Clay County rendered on September 11, 2006.

\_\_\_\_\_  
Chairman, Board of Supervisors,  
Rolling Hills  
Community Development District

## **[FORM OF ABBREVIATIONS]**

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM as tenants in common

TEN ENT as tenants by the entireties

JT TEN as joint tenants with the right of survivorship and not as tenants in common

UNIFORM TRANSFER MIN ACT - \_\_\_\_\_ Custodian \_\_\_\_\_ under  
Uniform Transfer to Minors Act \_\_\_\_\_ (Cust.) \_\_\_\_\_ (Minor)  
(State)

Additional abbreviations may also be used though not in the above list.

## **[FORM OF ASSIGNMENT]**

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney to transfer the said Bond on the books of the District, with full power of substitution in the premises.

Dated:

Social Security Number or Employer:

Identification Number of Transferee:

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

NOTICE: The assignor's signature to this Assignment must correspond with the name as it appears on the face of the within Bond in every particular without alteration or any change whatever.

## EXHIBIT C

### FORM OF REQUISITION FOR SERIES 2020 PROJECT

The undersigned, an Authorized Officer of Rolling Hills Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of November 1, 2006 (the "Master Indenture"), as supplemented by the Fifth Supplemental Trust Indenture from the District to the Trustee, dated as of September 1, 2020 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number:

(B) Name of Payee:

(C) Amount Payable:

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments or state Costs of Issuance, if applicable):

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

The undersigned hereby certifies that:

☐ obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2020 Acquisition and Construction Account referenced above, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Series 2020 Project and each represents a Cost of the Series 2020 Project, and has not previously been paid out of such Account;

OR

☐ this requisition is for costs of issuance payable from the Series 2020 Costs of Issuance Account that has not previously been paid out of such Account.

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

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

Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

**ROLLING HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Authorized Officer

**CONSULTING ENGINEER'S APPROVAL FOR  
NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement from other than the Series 2020 Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2020 Project and is consistent with (i) the applicable acquisition or construction contract, (ii) the plans and specifications for the portion of the Series 2020 Project with respect to which such disbursement is being made, and (iii) the report of the Consulting Engineer attached as an exhibit to the Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

\_\_\_\_\_  
Consulting Engineer

## *SIXTH ORDER OF BUSINESS*

*B.*

## **RESOLUTION 2020-10**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AN INDIVIDUAL DESIGNATED BY THE BOARD OF SUPERVISORS TO ACT AS THE DISTRICT'S PURCHASING AGENT FOR THE PURPOSE OF PROCURING, ACCEPTING, AND MAINTAINING ANY AND ALL CONSTRUCTION MATERIALS NECESSARY FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE OR COMPLETION OF THE DISTRICT'S INFRASTRUCTURE IMPROVEMENTS AS PROVIDED IN THE DISTRICT'S ADOPTED IMPROVEMENT PLAN; PROVIDING FOR THE APPROVAL OF A WORK AUTHORIZATION; PROVIDING FOR PROCEDURAL REQUIREMENTS FOR THE PURCHASE OF MATERIALS; APPROVING THE FORM OF A PURCHASE REQUISITION REQUEST; APPROVING THE FORM OF A PURCHASE ORDER; APPROVING THE FORM OF A CERTIFICATE OF ENTITLEMENT; AUTHORIZING THE PURCHASE OF INSURANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Rolling Hills 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 construct, install, operate and/or maintain systems and facilities for certain basic infrastructure; and

**WHEREAS**, the District's Board of Supervisors ("Board"), upon recommendation of the District Engineer, has adopted an improvement plan for the construction and installation of certain infrastructure improvements within the District ("Improvements"); and

**WHEREAS**, the District has or will enter into various construction contracts for the construction and installation of the Improvements ("Construction Contract(s)"); and

**WHEREAS**, the Construction Contracts allow, or will be amended to allow, for the direct purchase by the District of certain construction materials necessary for those contracts; and

**WHEREAS**, the District has determined that such direct purchase of construction materials will provide a significant construction cost reduction that is in the best interest of the District; and

**WHEREAS**, the District desires to have a District representative who is familiar with the project and who is knowledgeable in the area of procuring and handling construction materials act as its representative.

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

**SECTION 1.** The District Engineer, the District Manager or another individual as shall be appointed by the Board ("Purchasing Agent") shall have the full authority of the District to issue purchase orders or enter into purchase agreements on behalf of the District at such times and intervals as it determines necessary for the timely receipt of construction materials required by the Contractor for the prosecution of the construction project.

**SECTION 2.** The Purchasing Agent shall purchase on behalf of the District only those materials identified in the Construction Contracts and in amounts not to exceed the cost amount contained therein and as included in the Construction Contracts.

**SECTION 3.** The Purchasing Agent shall be authorized to purchase on behalf of the District any additional construction materials that are identified in a schedule of values associated with any change order(s) to the Construction Contracts or that of any subcontractor to the Contractor which is approved by the District.

**SECTION 4.** Should the District Engineer act as the Purchasing Agent for any given Construction Contract, a work authorization of the District Engineer, a form of which is attached hereto as **Exhibit A**, is hereby approved and/or ratified, and the District Engineer shall be paid such reasonable fees, costs and expenses, related to its actions as the District's Purchasing Agent as provided for in the District Engineer's agreement with the District.

**SECTION 5.** The Purchasing Agent is further authorized to take any other administrative actions that are consistent with his/her duties as the Purchasing Agent, including but not limited to, negotiating for lower prices on materials from other suppliers, arranging for the storage, delivery, and protection of purchased materials, and sending and receiving notices and releases as are required by law.

**SECTION 6.** The District Manager is hereby directed to purchase Builders All Risk Insurance on behalf of the District and with the District as the named insured in such amounts as are necessary to cover the estimated costs of the construction materials pursuant to the Construction Contract.

**SECTION 7.** Unless otherwise provided in a written contract between the District and a particular contractor, the procurement procedures and its exhibits, attached hereto as **Composite Exhibit B** and incorporated herein by reference, are hereby approved and/or ratified, and shall be used by the Purchasing Agent for the purchase of construction materials on behalf of the District (also referred to as "Owner").

**SECTION 8.** The actions of current and prior members of the Board and District staff in effectuating the District's direct purchase of materials relative to the Construction Contracts, including but not limited to the execution of any documents related therewith, are hereby determined to be in accordance with the prior authorizations of the District's Chairman and/or the Board, and are hereby ratified, approved and confirmed in all respects.

**SECTION 9.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 10.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 11<sup>th</sup> day of August, 2020.

ATTEST:

**ROLLING HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman, Board of Supervisors

<b>Exhibit A</b>	Form of Work Authorization
<b>Comp. Exhibit B</b>	Procurement Procedures for Direct Purchase Material

## **EXHIBIT A**

### **Work Authorization**

\_\_\_\_\_, 20\_\_

Board of Supervisors  
Rolling Hills Community Development District  
Governmental Management Services, LLC  
475 West Town Place, Suite 114  
St Augustine, Florida 32092

Subject: **Work Authorization Number** \_\_\_\_  
**Rolling Hills Community Development District**

Dear Chairman, Board of Supervisors:

Hadden Engineering, Inc. ("Engineer") is pleased to submit this work authorization to provide engineering services for the Rolling Hills Community Development District ("District"). We will provide these services pursuant to our current agreement dated \_\_\_\_\_, 20\_\_ ("Engineering Agreement") as follows:

#### **I. Scope of Work**

The Engineer will act as Purchasing Agent for the District with respect to the direct purchase of construction materials for the District's Improvements in accordance with the procurement procedures adopted by the Board of Supervisors.

#### **II. Compensation**

The Engineer will be compensated for this work at the hourly rates established pursuant to the Engineering Agreement.

#### **III. Other Direct Costs**

Other direct costs include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Engineering Agreement.

This work authorization, together with the Engineering Agreement, as amended and supplemented, represents the entire understanding between the District and the Engineer with regard to the referenced services and supersedes any previously executed proposal or agreement related to the provision of such services. If you wish to accept this work authorization, please sign where indicated and return to our office. Thank you for the opportunity to be of service.

APPROVED AND ACCEPTED

Sincerely,

By:

\_\_\_\_\_  
Authorized Representative of District

Date:

\_\_\_\_\_

\_\_\_\_\_  
Keith I. Hadden, President  
Hadden Engineering, Inc.

## **COMPOSITE EXHIBIT B**

### **PROCUREMENT PROCEDURES FOR DIRECT PURCHASE MATERIAL**

1. Purchase Requisition Request Forms. At least ten (10) calendar days prior to CONTRACTOR ordering construction materials, CONTRACTOR shall prepare and forward to OWNER a separate Purchasing Requisition Request Form for each supplier in the form attached hereto as **Attachment 1**, specifically identifying the construction materials which CONTRACTOR plans to order from each supplier so that OWNER may, in its sole discretion, elect to purchase directly such construction materials.
2. Purchase Orders. After receipt of the Purchasing Requisition Request Form, the OWNER shall prepare Purchase Orders in the form attached hereto as **Attachment 2**, for construction materials which the OWNER wishes to purchase directly. Purchase Orders shall require that the supplier provide required shipping and handling insurance. Purchase Orders shall also require the delivery of the Direct Purchase Materials (also referred to as "Owner Purchased Material(s)") on the delivery dates provided by the CONTRACTOR in the Purchasing Requisition Request Form. Pursuant to the Purchase Order, the supplier will provide the CONTRACTOR the required quantities of construction material at the price established in the supplier's quote less any associated sales tax.
3. Certificate of Entitlement. The OWNER shall execute a separate Certificate of Entitlement for each Purchase Order in the form attached hereto as **Attachment 3**, and furnish a copy of same to the supplier and to the CONTRACTOR in accordance with Section 4. Each Certificate of Entitlement must have attached thereto the corresponding Purchase Order.

Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.

Each Certificate of Entitlement shall affirm that: (1) the attached Purchase Order is being issued directly to the vendor supplying the tangible personal property the CONTRACTOR will use in the identified public works; (2) the vendor's invoice will be issued directly to the governmental entity; (3) payment of the vendor's invoice will be made directly by the governmental entity to the vendor from public funds; (4) the governmental entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the governmental entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

4. Transmission of Certificate of Entitlement and Attached Purchase Order. At least two (2) calendar days prior to CONTRACTOR placing OWNER'S order for the construction materials, OWNER shall forward each Certificate of Entitlement, together with the attached Purchase Order, to CONTRACTOR and to supplier. Promptly upon receipt of the Direct Purchase Materials specified in each Purchase Order, CONTRACTOR shall verify the purchase of the Direct Purchase Materials in

accordance with the terms of the Purchase Order and in a manner to assure timely delivery of the Direct Purchase Materials.

5. Notice of Reduction in Contract Price. On or about the last business day of each month, OWNER shall deliver to the CONTRACTOR a Notice of Reduction in Contract Price (hereinafter "Notice"). Each Notice shall list all Direct Purchase Materials for the respective month and the total price for all such construction materials, plus all sales taxes which would have been associated with such construction materials had the CONTRACTOR purchased the construction materials. Each Notice may also include the total price and sales tax (had CONTRACTOR purchased) for any previously purchased Direct Purchase Materials which for any reason were not previously deducted from the contract price. The contract price will be reduced automatically and as a ministerial task by the amount set forth in each Notice. Each Notice will also reflect the amended contract balance reflecting the deductions taken in said Notice.

The intent of this provision is to cause the contract price to be reduced automatically by the amount OWNER pays for Direct Purchase Materials plus the amount of applicable sales tax that would have been paid for such construction materials, had the CONTRACTOR or any other non-tax exempt entity purchased the construction materials. All savings of sales taxes shall accrue solely to the benefit of OWNER, and CONTRACTOR shall not benefit whatsoever from savings of any such taxes.

6. Payment for Direct Purchase Materials. In order to arrange for the prompt payment to suppliers, the CONTRACTOR shall provide to the OWNER a list indicating on behalf of the owner of the Direct Purchase Materials within fifteen (15) calendar days of receipt of said Direct Purchase Materials. The list shall include a copy of the applicable Purchase Orders, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the OWNER. Upon receipt of the appropriate documentation, the OWNER shall prepare a check drawn to the supplier based upon the receipt of data provided. OWNER will make payment to each supplier. The CONTRACTOR agrees to assist the OWNER to immediately obtain appropriate partial or final release of waivers.

OWNER shall be responsible for the full payment of all valid and due invoices for Direct Purchase Materials and shall not be entitled to retain the standard five percent (5%) to ten (10%) percent amount of the progress payment due to the CONTRACTOR as is otherwise provided for in the contract documents.

CONTRACTOR shall affirm that the vendor supplying the Direct Purchase Materials is not also the installer of the Direct Purchase Materials. CONTRACTOR shall further affirm that the installer of the Direct Purchase Materials did not manufacture, fabricate or furnish the Direct Purchase Materials.

7. CONTRACTOR Responsibilities. CONTRACTOR shall be fully responsible for all matters relating to ordering, storing, protecting, receipt, and handling for all construction materials including

Direct Purchase Materials, in accordance with these procedures including, but not limited to, verifying correct quantities, verifying documents of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the contract documents, inspection and acceptance on behalf of the owner of the construction materials at the time of delivery, and loss or damage to the construction materials following acceptance of construction materials, due to the negligence of the CONTRACTOR. CONTRACTOR shall serve as bailee with respect to such Direct Purchase Materials. The CONTRACTOR shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the CONTRACTOR for the construction materials furnished including Direct Purchase Materials. The CONTRACTOR shall provide all services required for the unloading, handling and storage of construction materials through installation including Direct Purchase Materials. The CONTRACTOR agrees to indemnify and hold harmless the OWNER from any and all claims of whatever nature resulting from non-payment for Direct Purchase Materials arising from CONTRACTOR actions.

7.1 Inspection and Documentation. As Direct Purchase Materials are delivered to the job site, CONTRACTOR shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for construction materials delivered. The CONTRACTOR shall assure that each delivery of Direct Purchase Material is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the OWNER may require. All invoices for Direct Purchase Materials shall include the Owner's consumer certificate of exemption number. The CONTRACTOR will then forward all such invoices to the OWNER. On or about the fifteenth (15<sup>th</sup>) and last day of each month (or the next succeeding business day), CONTRACTOR shall review all invoices submitted by all suppliers of Direct Purchase Materials delivered to the Project site(s) during that month and either concur or object to the OWNER's issuance of payment to the suppliers, based upon CONTRACTOR's records of Direct Purchase Materials delivered to the site and whether any defects or non-conformities exist in such Direct Purchase Materials.

7.2 Warranties, Guarantees, Repairs and Maintenance. The CONTRACTOR shall be responsible for obtaining and managing on behalf of the Owner all warranties and guarantees for all construction materials as required by the contract documents and shall fully warrant all construction materials including all Direct Purchase Materials. OWNER's purchase of various construction materials shall not in any manner impact or reduce CONTRACTOR's duty to warrant said construction materials. The OWNER may forward all repair, maintenance, non-conforming construction materials calls, or any other issues relating to the construction materials to the CONTRACTOR for resolution with the appropriate supplier, vendor, or subcontractor. The CONTRACTOR shall resolve all such calls or issues.

7.3 Records and Accountings. The CONTRACTOR shall maintain records of all Direct Purchase Materials it incorporates into the work from the stock of Direct Purchase Materials in its possession as bailee. The CONTRACTOR shall account monthly to the OWNER for any Direct

Purchase Materials delivered into the CONTRACTOR's possession, indicating portions of all such construction materials which have been incorporated into the work.

7.4 Defective or Non-conforming Construction Materials. The CONTRACTOR shall ensure that Direct Purchase Materials conform to specifications and determine prior to incorporation into the work if such construction materials are defective or non-conforming, whether such construction materials are identical to the construction materials ordered and match the description on the bill of lading. If the CONTRACTOR discovers defective or non-conforming Direct Purchase Material upon such visual inspection, the CONTRACTOR shall not utilize such non-conforming or defective construction materials in the work and instead shall promptly notify the OWNER of the defective or non-conforming conditions so repair or replacement of such construction materials can occur without any undue delay or interruption to the Project. If the CONTRACTOR fails to adequately and properly perform such inspection or otherwise incorporates into the Project defective or non-conforming Direct Purchase Materials, the condition of which it either knew or should have known by performance of an inspection, CONTRACTOR shall be responsible for all damages to OWNER resulting from CONTRACTOR's incorporation of such construction materials into the Project, including any available liquidated or delay damages.

8. Title. Notwithstanding the transfer of Direct Purchase Materials by the OWNER to the CONTRACTOR's possession as bailee for the OWNER, the OWNER shall retain legal and equitable title to any and all Direct Purchase Materials.

9. Insurance and Risk of Loss. The OWNER shall purchase and maintain Builder's Risk Insurance sufficient to protect against any loss or damage to Direct Purchase Materials. Owner shall be the named insured and such insurance shall cover the full value of any Direct Purchase Materials not yet incorporated into the Project during the period between the time the OWNER first takes title to any such Direct Purchase Materials and the time when the last of such Direct Purchase Materials is incorporated into the Project or consumed in the process of completing the Project.

10. No Damages for Delay. The OWNER shall in no way be liable for, and CONTRACTOR waives all claims for, any damages relating to or caused by alleged interruption or delay due to ordering or arrival of Direct Purchase Materials, defects, or other problems of any nature with such construction materials, late payment for such construction materials, or any other circumstance associated with Direct Purchase Materials, regardless of whether OWNER's conduct caused, in whole or in part, such alleged damages. The foregoing waiver by CONTRACTOR includes damages for acceleration and inefficiencies. CONTRACTOR accepts from OWNER as further and specific consideration for the foregoing waivers, OWNER's undertaking to pay for and finance all Direct Purchase Materials.

## Attachment 1

### **PURCHASE REQUISITION REQUEST FORM**

1. Contact Person for the material supplier.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

2. Manufacturer or brand, model or specification number of the item.

\_\_\_\_\_

\_\_\_\_\_

3. Quantity needed as estimated by CONTRACTOR. \_\_\_\_\_

4. The price quoted by the supplier for the construction materials identified above.

\$ \_\_\_\_\_

5. The sales tax associated with the price quote. \$ \_\_\_\_\_

6. Shipping and handling insurance cost. \$ \_\_\_\_\_

7. Delivery dates as established by CONTRACTOR. \_\_\_\_\_

**OWNER: Rolling Hills Community Development District**

\_\_\_\_\_

Authorized Signature (Title)

\_\_\_\_\_

Date

**CONTRACTOR:** \_\_\_\_\_

\_\_\_\_\_

Authorized Signature (Title)

\_\_\_\_\_

Date

## Attachment 2

### PURCHASE ORDER ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT

"Owner"		"Seller"	
Owner:	Rolling Hills Community Development District	Seller:	
Address:		Address:	
Phone:		Phone:	

"Project"			
Project Name:		Contract Date:	
Project Address:			
Goods Receiving Point Address: <i>(if different than Project Address)</i>			

**Description of Goods or Services** – The Owner and Seller are entering into this Purchase Order Agreement ("Order") for the purpose of the Owner purchasing the items ("**Goods**") listed in the proposal attached as **Exhibit A**.

**Schedule** – The Goods shall be delivered within \_\_\_\_\_ days from the date of this Order.

**Price** – \$ \_\_\_\_\_

**Certificate of Exemption #** \_\_\_\_\_

**IN WITNESS HEREOF**, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

\_\_\_\_\_  
Owner  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Executed: \_\_\_\_\_

\_\_\_\_\_  
Seller  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Executed: \_\_\_\_\_

**EXHIBIT A:** Proposal  
**EXHIBIT B:** Terms and Conditions

**EXHIBIT A**

[attach proposal]

## EXHIBIT B

### TERMS AND CONDITIONS

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
  - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
  - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("**Invoice**") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2019). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use on the District's tennis courts. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "**Indemnitees**") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
  - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
  - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
  - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, *Florida Statutes*, or other statute or law.

11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special-purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "**Liens**") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
21. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Seller shall immediately notify Owner.
22. **TERMINATION.** Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to the terms herein, subject to any offsets or claims that Owner may have.
23. **PUBLIC RECORDS.** Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. **CONFLICTS.** To the extent of any conflict between this document and the Order or **Exhibit A**, this document shall control.

## **Attachment 3**

### **CERTIFICATE OF ENTITLEMENT**

The undersigned authorized representative of **Rolling Hills Community Development District** (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number \_\_\_\_\_, affirms that the tangible personal property purchased pursuant to Purchase Order Number \_\_\_\_\_ from \_\_\_\_\_ (Vendor) on or after \_\_\_\_\_, 20\_\_ (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to Contract dated \_\_\_\_\_ with \_\_\_\_\_ (Contractor) for the construction of \_\_\_\_\_.

The Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.: (***You must initial each of the following requirements.***)

- \_\_\_\_ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- \_\_\_\_ 2. The vendor's invoice will be issued directly to Governmental Entity.
- \_\_\_\_ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- \_\_\_\_ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- \_\_\_\_ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

The Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., the Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, the Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

\_\_\_\_\_  
Signature of Authorized Representative  
of Governmental Entity

\_\_\_\_\_  
Title

Rolling Hills Community Development District  
Purchaser's Name

\_\_\_\_\_  
Date

Federal Employer Identification Number: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the Vendor's and the Contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.

*C.*

Upon recording, this instrument should be returned to:

(This space reserved for Clerk)

Katie S. Buchanan, Esq.  
Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300 (32301)  
Post Office Box 6526  
Tallahassee, FL 32314

### **TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT**

**THIS TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT (“Easement Agreement”)** is made and entered into this \_\_\_\_ day of August, 2020, by and between **WALTHAM DEVELOPMENT CO.**, a Florida corporation, with a mailing address of 1569 Royal Fern Lane, Fleming Island, Florida 32003 (“**Grantor**”) in favor of **ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (“**District**” or “**Grantee**”) (Grantor and Grantee are sometimes together referred to herein as “**Parties**”).

### **WITNESSETH:**

**WHEREAS**, Grantor is the owner in fee simple of certain parcels of real property located in Clay County, Florida, within the boundaries of the District, being more particularly described on **Exhibit A** attached hereto and by this reference incorporated herein (“**Easement Area**”); and

**WHEREAS**, Grantee has requested a temporary, non-exclusive construction and access easement on, upon, over, under, across, and through the Easement Area for the purpose of constructing improvements constituting the Series 2020 Project as defined and described in the *Supplemental Engineer’ Report* dated \_\_\_\_\_, 2020, prepared for Grantee (“**Improvements**”), and Grantor is agreeable to granting such an easement on the terms and conditions set forth herein.

**NOW, THEREFORE**, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by the Grantee to the Grantor, the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **CONSTRUCTION EASEMENT.** Grantor does hereby grant, bargain, sell and convey to Grantee a temporary, non-exclusive easement on, upon, over, under, across and through the Easement Area for access, ingress, egress and to allow Grantee to complete the

design, construction and installation of the Improvements in accordance with the plans and permits for the Series 2020 Project ("**Easement**").

3. **TERM OF EASEMENT.** Grantee shall be permitted to use the Easement until such time as construction of the Improvements is complete. It is expressly understood and agreed that the Easement and this Easement Agreement shall terminate in its entirety and be of no further effect at such time as the construction of the Improvements is complete and final approval for the Improvements has been issued by Clay County. It is the intent of the Parties that such termination shall be self-executing and no further instrument shall be required in order to evidence the termination of the Easement and this Easement Agreement; provided, however, that Grantor shall have the right, without the joinder or consent of Grantee, to record evidence of such final Clay County approval, thereby causing the termination of the Easement and this Easement Agreement, and Grantee shall cooperate with Grantor in executing a recordable termination instrument requested by Grantor. Without limiting the foregoing and notwithstanding anything set forth in this Easement Agreement to the contrary, the Easement and this Easement Agreement shall terminate automatically as to any platted single-family lot upon conveyance of such lot by Grantor to a homebuilder or homebuyer, and any title insurance examiner and insurer may rely upon such deed in insuring title to such lot without exception for the Easement or this Easement Agreement.

4. **INSURANCE.** Grantee and/or any contractors performing work for Grantee on the Easement Area shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance maintained by any contractors performing work for Grantee on the Easement Area shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida reasonably acceptable to Grantor, naming Grantor as insured, as their interests may appear, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Prior to commencing any work within the Easement Area, Grantee shall furnish Grantor with evidence of such insurance and shall update such evidence upon any renewal thereof.

5. **OBLIGATIONS OF GRANTOR AND GRANTEE.** The Parties acknowledge and agree that any rights granted hereunder shall be exercised by the Parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. The Parties covenant and agree that neither party shall discharge into or within the Easement Area, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits. Grantee agrees to leave the Easement Area in a commercially reasonable and acceptable state upon completion of all activities within the Easement Area.

6. **DEFAULT.** A default by either party under this Easement Agreement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

7. **ENFORCEMENT OF EASEMENT AGREEMENT.** In the event that either the Grantor or Grantee seeks to enforce this Easement Agreement by court proceedings or otherwise, then the substantially 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.

8. **NOTICES.** Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Easement Agreement shall be effective and valid only if in writing, signed by the party giving notice and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as set forth in the preamble to this Easement Agreement (or to such other place as any party may by notice to the others specify).

9. **THIRD PARTIES.** This Easement Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason to or for the benefit of any third party not a formal party to this Easement Agreement. Nothing in this Easement Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Easement Agreement or any of the provisions or conditions hereof.

10. **LIENS.** Grantee shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Area in connection with the exercise of rights hereunder.

11. **ASSIGNMENT.** Grantee may not and shall not assign, transfer or license all or any portion of its rights under this Easement Agreement without the prior written consent of Grantor.

12. **CONTROLLING LAW.** This Easement Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida.

13. **PUBLIC RECORDS.** Grantor understands and agrees that all documents of any kind provided to the District or to District Staff in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

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

15. **BINDING EFFECT.** This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, subject to Section 11.

16.       **AUTHORIZATION.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this Easement Agreement.

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

18.       **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Easement Agreement.

*[signature pages follow]*

IN WITNESS WHEREOF, the Parties have caused this Easement Agreement to be executed as of the day and year first written above.

WITNESSES:

WALTHAM DEVELOPMENT CO., a  
Florida corporation

\_\_\_\_\_  
Print Name:\_\_\_\_\_

\_\_\_\_\_  
By: L. William Huck  
Its: Manager

\_\_\_\_\_  
Print Name:\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me ☐ physical presence or ☐ online  
notarization this \_\_\_\_ day of \_\_\_\_\_, 2020, by L. William Huck as Manager of Waltham  
Development Co.

[notary seal]

\_\_\_\_\_  
(Official Notary Signature)  
Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

[Signature page 1 of 2]

Signed, sealed and delivered  
in the presence of:

**ROLLING HILLS COMMUNITY  
DEVELOPMENT DISTRICT**, a local unit  
of special-purpose government established  
pursuant to Chapter 190, Florida Statutes

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
By: Bill Tew  
Its: Chairman, Board of Supervisors

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me ☐ physical presence or ☐ online  
notarization this \_\_\_\_ day of \_\_\_\_\_, 2020, by Bill Tew as Chairman of Rolling Hills  
Community Development District, a local unit of special-purpose government established  
pursuant to Chapter 190, Florida Statutes.

[notary seal]

\_\_\_\_\_  
(Official Notary Signature)  
Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

[Signature page 2 of 2]

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF THE EASEMENT AREA**

Parcel Id. No.: 27-05-25-010109-001-00 (portion)

The land referred to herein below is situated in the County of Clay, State of Florida, and described as follows:

A parcel of land situated in Section 27, Township 5 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:

Begin at the Northwest corner of Lot 55, Cedar Creek at Rolling Hills, according to plat thereof recorded in Plat Book 55, Pages 44 through 52 of the Public Records of said County; thence on the Westerly line of said Cedar Creek at Rolling Hills, run the following 10 courses: 1) South 18 degrees 12 minutes 01 second West, 135.35 feet; 2) South 27 degrees 25 minutes 49 seconds West, 133.19 feet; 3) South 36 degrees 39 minutes 37 seconds West, 133.19 feet; 4) South 45 degrees 53 minutes 24 seconds West, 193.76 feet; 5) South 23 degrees 32 minutes 13 seconds West, 69.83 feet; 6) South 20 degrees 25 minutes 21 seconds West, 100.15 feet; 7) South 22 degrees 21 minutes 35 seconds West, 74.51 feet; 8) South 04 degrees 48 minutes 25 seconds East, 350.96 feet; 9) South 03 degrees 57 minutes 41 seconds West, 143.85 feet; 10) South 14 degrees 50 minutes 18 seconds West, 164.27 feet; thence North 73 degrees 09 minutes 23 seconds West, 66.81 feet; thence North 68 degrees 13 minutes 32 seconds West, 56.87 feet; thence North 73 degrees 01 minute 29 seconds West, 71.53 feet; thence North 58 degrees 35 minutes 46 seconds West, 98.36 feet; thence North 80 degrees 16 minutes 10 seconds West, 42.49 feet; thence North 53 degrees 01 minute 51 seconds West, 45.27 feet; thence North 56 degrees 28 minutes 31 seconds West, 87.71 feet; thence South 87 degrees 03 minutes 45 seconds West, 52.36 feet; thence South 81 degrees 18 minutes 55 seconds West, 80.92 feet; thence North 85 degrees 56 minutes 08 seconds West, 51.98 feet; thence South 89 degrees 19 minutes 50 seconds West, 66.81 feet; thence North 28 degrees 32 minutes 23 seconds West, 55.22 feet; thence North 28 degrees 52 minutes 47 seconds West, 49.09 feet; thence North 41 degrees 41 minutes 10 seconds West, 77.84 feet; thence North 65 degrees 44 minutes 32 seconds West, 94.25 feet; thence North 80 degrees 45 minutes 00 seconds West, 60.51 feet; thence North 75 degrees 39 minutes 31 seconds West, 82.24 feet; thence North 44 degrees 53 minutes 27 seconds West, 37.96 feet; thence North 52 degrees 48 minutes 19 seconds West, 40.38 feet; thence South 72 degrees 07 minutes 37 seconds West 32.48 feet; thence South 30 degrees 20 minutes 55 seconds West, 338.84 feet; thence South 74 degrees 15 minutes 21 seconds West, 294.61 feet; thence South 71 degrees 13 minutes 19 seconds West, 271.28 feet, thence South 39 degrees 44 minutes 45 seconds West, 169.43 feet; thence South 08 degrees 30 minutes 35 seconds West, 114.56 feet; thence South 79 degrees 46 minutes 40 seconds East, 18.39 feet; thence South 10 degrees 13 minutes 20 seconds West, 60.00 feet; thence North 79 degrees 46 minutes 40 seconds East, 16.60 feet; thence South 08 degrees 30 minutes 35 seconds West, 21.95 feet; thence Westerly along the arc of a curve concave Southerly and having a radius of 372.50 feet, an arc distance of 63.71 feet, said arc being subtended by a chord bearing and distance of North 81 degrees 03 minutes 25 seconds West, 63.63 feet; thence North 85 degrees 57 minutes 23 seconds West, 562.21 feet; thence Westerly along the arc of a curve concave Northerly and having a

radius of 377.50 feet, an arc distance of 81.83 feet, said arc being subtended by a chord bearing and distance of North 79 degrees 44 minutes 47 seconds West, 81.67 feet; thence North 73 degrees 32 minutes 12 seconds West, 105.13 feet; thence Westerly along the arc of a curve concave Southerly and having a radius of 422.50 feet, an arc distance of 221.84 feet, said arc being subtended by a chord bearing and distance of North 88 degrees 34 minutes 43 seconds West, 219.30 feet; thence Westerly along the arc of a curve concave Northerly and having a radius of 182.35 feet, an arc distance of 73.45 feet, said arc being subtended by a chord bearing and distance of South 87 degrees 55 minutes 06 seconds West, 72.95 feet; thence Northwesterly along the arc of a curve concave Northeasterly and having a radius of 41.22 feet, an arc distance of 24.95 feet, said arc being subtended by a chord bearing and distance of North 63 degrees 12 minutes 10 seconds West, 24.57 feet; thence Westerly along the arc of a curve concave Southerly and having a radius of 48.72 feet, an arc distance of 73.25 feet, said arc being subtended by a chord bearing and distance of North 88 degrees 55 minutes 58 seconds West, 66.54 feet; thence North 07 degrees 27 minutes 23 seconds West, 808.30 feet to the Southeasterly line of Silver Creek, according to plat thereof recorded in Plat Book 44, Pages 52 through 72 of said Public Records; thence on said Southeasterly line, North 52 degrees 37 minutes 10 seconds East, 28.85 feet; thence South 07 degrees 27 minutes 23 seconds East, 789.14 feet; thence Easterly along the arc of a curve concave Southerly and having a radius of 73.72 feet, an arc distance of 69.02 feet, said arc being subtended by a chord bearing and distance of South 72 degrees 40 minutes 51 seconds East, 66.52 feet; thence Southeasterly along the arc of a curve concave Northeasterly and having a radius of 16.22 feet, an arc distance of 9.82 feet, said arc being subtended by a chord bearing and distance of South 63 degrees 12 minutes 07 seconds East, 9.67 feet; thence Easterly along the arc of a curve concave Northerly and having a radius of 157.35 feet, an arc distance of 63.38 feet, said arc being subtended by a chord bearing and distance of North 87 degrees 55 minutes 07 seconds East, 62.95 feet; thence Easterly along the arc of a curve concave Southerly and having a radius of 447.50 feet, an arc distance of 234.96 feet, said arc being subtended by a chord bearing and distance of South 88 degrees 34 minutes 43 seconds East, 232.27 feet; thence South 73 degrees 32 minutes 12 seconds East, 105.13 feet; thence Easterly along the arc of a curve concave Northerly and having a radius of 352.50 feet, an arc distance of 76.41 feet, said arc being subtended by a chord bearing and distance of South 79 degrees 44 minutes 47 seconds East, 76.26 feet; thence South 85 degrees 57 minutes 23 seconds East, 562.21 feet; thence Easterly along the arc of a curve concave Southerly and having a radius of 397.50 feet, an arc distance of 22.32 feet, said arc being subtended by a chord bearing and distance of South 84 degrees 20 minutes 52 seconds East, 22.32 feet; thence North 10 degrees 13 minutes 20 seconds East, 56.73 feet; thence South 79 degrees 46 minutes 40 seconds East, 16.60 feet; thence North 08 degrees 30 minutes 35 seconds East, 120.80 feet; thence North 39 degrees 44 minutes 45 seconds East, 183.47 feet; thence North 71 degrees 13 minutes 19 seconds East, 278.99 feet; thence North 74 degrees 15 minutes 21 seconds East, 285.19 feet; thence North 30 degrees 20 minutes 55 seconds East, 338.30 feet; thence North 71 degrees 54 minutes 46 seconds East, 24.50 feet; thence North 52 degrees 48 minutes 19 seconds West, 65.96 feet; thence North 57 degrees 09 minutes 39 seconds West, 286.83 feet; thence North 29 degrees 38 minutes 44 seconds West, 222.93 feet; thence North 41 degrees 12 minutes 35 seconds East, 215.26 feet; thence North 17 degrees 35 minutes 09 seconds East, 278.03 feet; thence North 45 degrees 16 minutes 43 seconds East, 66.35 feet; thence North 61 degrees 07 minutes 48 seconds East, 202.01 feet; thence North 76 degrees 27 minutes 41 seconds East, 290.31 feet; thence North 49 degrees 37 minutes 21 seconds East, 51.50 feet; thence North 77 degrees 14 minutes 13 seconds

East, 3.31 feet; thence North 23 degrees 28 minutes 07 seconds East, 131.04 feet; thence North 12 degrees 08 minutes 35 seconds West, 107.32 feet; thence North 52 degrees 17 minutes 35 seconds East, 187.50 feet; thence North 64 degrees 19 minutes 03 seconds East, 28.34 feet; thence North 77 degrees 51 minutes 06 seconds East, 142.49 feet; thence South 34 degrees 37 minutes 11 seconds East, 19.31 feet; thence South 16 degrees 58 minutes 40 seconds East, 51.52 feet; thence South 25 degrees 09 minutes 51 seconds East, 65.24 feet; thence South 17 degrees 15 minutes 44 seconds East, 77.20 feet; thence South 61 degrees 36 minutes 53 seconds East, 245.78 feet; thence South 56 degrees 03 minutes 17 seconds East, 42.59 feet; thence North 82 degrees 56 minutes 53 seconds East, 9.36 feet; thence South 50 degrees 01 minute 54 seconds East, 18.88 feet; thence South 78 degrees 57 minutes 10 seconds East, 89.23 feet; thence North 77 degrees 32 minutes 02 seconds East, 80.05 feet; thence South 88 degrees 23 minutes 03 seconds East, 31.89 feet; thence South 69 degrees 54 minutes 37 seconds East, 72.94 feet; thence South 48 degrees 51 minutes 28 seconds East, 41.53 feet; thence South 20 degrees 27 minutes 05 seconds West, 66.64 feet; thence South 09 degrees 02 minutes 31 seconds West, 56.10 feet; thence South 81 degrees 51 minutes 54 seconds East, 99.73 feet; thence North 36 degrees 53 minutes 45 seconds East, 7.23 feet; thence South 76 degrees 33 minutes 51 seconds East, 86.26 feet to the Point of Beginning.

*D.*

**CONSTRUCTION FUNDING AGREEMENT BETWEEN THE  
ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT  
AND WALTHAM DEVELOPMENT CO.**

**[SERIES 2020 PROJECT]**

THIS AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_ day of August, 2020, by and between:

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

**WALTHAM DEVELOPMENT CO.**, a Florida corporation, whose mailing address is 1569 Royal Fern Lane, Fleming Island, Florida 32003 (“**Landowner**”).

**RECITALS**

**WHEREAS**, the District was established by an ordinance adopted by the County Commission of the Clay County, Florida, for the purposes of planning, financing, constructing, acquiring, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the Landowner is the owner of certain undeveloped lands located within the boundaries of the District ("**Development**") upon which the District's improvements have been or will be made; and

**WHEREAS**, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees, and other charges as may be necessary in furtherance of the District's activities and services; and

**WHEREAS**, the District is anticipated to be without sufficient funds available to provide for the construction of anticipated master improvements and facilities benefitting the Development, which are described in **Exhibit A**, including construction and design, engineering, legal, or other construction, professional, or administrative costs (collectively, “**Series 2020 Project**”); and

**WHEREAS**, in order to induce the District to proceed at this time with the construction of the necessary or desired Series 2020 Project, the Landowner desires to provide the funds necessary to enable the District to proceed with such Series 2020 Project if and when the District exhausts the funds on deposit in the construction account; and

**WHEREAS**, the District anticipates accessing the public bond market in the future to obtain financing for the construction of the Series 2020 Project as described in **Exhibit A**, and the parties agree that, in the event that bonds are issued, the funds provided under this Agreement will be reimbursable from those bonds.

**NOW, THEREFORE,** in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**1. Incorporation of Recitals.** The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

**2. Funding.** Landowner agrees to make available to the District such monies as are necessary to enable the District to proceed with, and expedite, the design, engineering, and construction of the Series 2020 Project. Landowner will make such funds available on a monthly basis, within fifteen (15) days of a written request by the District. The funds shall be placed in the District's depository as determined by the District.

**3. Repayment.** The parties agree that the funds provided by Landowner pursuant to this Agreement will be properly reimbursable from proceeds of the District's issuance of tax-exempt bonds. Within forty-five (45) days of receipt from time to time of sufficient funds by the District for the financing of some or all of the Series 2020 Project, the District shall reimburse Landowner until full reimbursement is made or until all funds generated by the anticipated financing are exhausted, exclusive of interest, for the funds advanced under Section 2 above; provided, however, that in the event bond counsel engaged in connection with the District's issuance of bonds providing such financing determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. If the District does not or cannot issue bonds to provide the funds for the Series 2020 Project within five (5) years of the date of this Agreement, and, thus does not reimburse the Landowner for the funds advanced, then the parties agree that such funds shall be deemed paid in lieu of taxes, fees, or assessments which might be levied or imposed by the District.

**4. Default.** A default by either party to 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 actual damages, injunctive relief and/or specific performance, but shall exclude, in any event, consequential, incidental, special or punitive damages.

**5. Enforcement of Agreement.** In the event that either party 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.

**6. Agreement.** This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

**7. 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 of the parties hereto.

**8. Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

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

A. **If to District:** Rolling Hills Community Development District  
475 West Town Place, Suite 114  
St. Augustine, Florida 32092  
Attn: District Manager

**With a copy to:** Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: Katie S. Buchanan

B. **If to Landowner:** Waltham Development Co.  
1569 Royal Fern Lane  
Fleming Island, Florida 32003  
Attn: L. William Huck

**With a copy to:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. 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 parties may deliver Notice on behalf of the parties. 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.

**10. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any

provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

**11. ASSIGNMENT.** Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

**12. CONTROLLING LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

**13. EFFECTIVE DATE.** The Agreement shall be effective after execution by all parties hereto and shall remain in effect unless terminated by any of the parties hereto.

**14. PUBLIC RECORDS.** Landowner understands and agrees that all documents of any kind provided to the District or to District staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law and the District's Record Retention Schedule.

**15. COUNTERPARTS.** This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument.

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

Attest:

**ROLLING HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
By: Bill Tew  
Its: Chairman, Board of Supervisors

**WALTHAM DEVELOPMENT CO.**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: L. William Huck  
Its: Manager

**EXHIBIT A:** Contract for Series 2020 Project

## *SEVENTH ORDER OF BUSINESS*

**RESOLUTION 2020-05**

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

**WHEREAS**, Rolling Hills Community Development District (“**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Clay County, Florida; 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 ROLLING HILLS  
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 11<sup>th</sup> day of August, 2020.

**ATTEST:**

**ROLLING HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

---

Secretary

---

Chairman, Board of Supervisors

**Exhibit A:** Rules of Procedure

**EXHIBIT A:**  
RULES OF PROCEDURE

**RULES OF PROCEDURE  
ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT**

**EFFECTIVE AS OF \_\_\_\_\_, 2020**

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**Rule 1.0      General.**

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

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

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

**Rule 1.1      Board of Supervisors; Officers and Voting.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Rule 1.3      Public Meetings, Hearings, and Workshops.**

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

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

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

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

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

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

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

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

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

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

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

**Rule 1.4      Internal Controls to Prevent Fraud, Waste and Abuse**

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

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

**Law Implemented:** § 218.33(3), Fla. Stat.

## **Rule 2.0      Rulemaking Proceedings.**

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

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

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
  - (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
  - (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.
  - (6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:

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

- (a) The texts of the proposed rule and the adopted rule;
- (b) All notices given for a proposed rule;
- (c) Any statement of estimated regulatory costs for the rule;
- (d) A written summary of hearings, if any, on the proposed rule;
- (e) All written comments received by the District and responses to those written comments; and
- (f) All notices and findings pertaining to an emergency rule.

(11) Petitions to Challenge Existing Rules.

- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
- (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
- (c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.
- (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
  - (i) Administer oaths and affirmations;

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

raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.

- (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.

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

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

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

### **Rule 3.0      Competitive Purchase.**

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

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

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

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

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

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

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

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

**Rule 3.1      Procedure Under the Consultants' Competitive Negotiations Act.**

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

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

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

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

(4) Competitive Selection.

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

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

(5) Competitive Negotiation.

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

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

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

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

### **Rule 3.2      Procedure Regarding Auditor Selection.**

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

(1)    Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.  
**Law Implemented:** §§ 119.0701, 218.33, 218.391, Fla. Stat.



### **Rule 3.3      Purchase of Insurance.**

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

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

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

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

**Law Implemented:** § 112.08, Fla. Stat.

### **Rule 3.4      Pre-qualification**

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

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

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

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

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

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

(3) Suspension, Revocation, or Denial of Qualification

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

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

- vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
  - viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
  - ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
  - x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
  - xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
  - xii. The vendor or affiliate(s) has been convicted of a contract crime.
    - 1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
    - 2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

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

Examples of factors affecting the seriousness of a deficiency are:

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

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

### **Rule 3.5      Construction Contracts, Not Design-Build.**

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

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

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

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

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

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

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

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

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

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

**Rule 3.6      Construction Contracts, Design-Build.**

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

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

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

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

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

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

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

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

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

(5) Exceptions. This Rule is inapplicable when:

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

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

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

**Rule 3.7      Payment and Performance Bonds.**

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

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

**Law Implemented:** § 255.05, Fla. Stat.

**Rule 3.8      Goods, Supplies, and Materials.**

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

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

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

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

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

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

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

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

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

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

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

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

### **Rule 3.9      Maintenance Services.**

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

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

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

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

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

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

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

**Rule 3.10 Contractual Services.**

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

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

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

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

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

(1)      Filing.

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

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

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

(d) Enter orders; and

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

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

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

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

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

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

**Law Implemented:** § 190.033, Fla. Stat.

**Rule 4.0      Effective Date.**

These Rules shall be effective \_\_\_\_\_, 2020, 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.*

# RIVERSIDE MANAGEMENT SERVICES, INC.

9655 Florida Mining Boulevard West – Building 300 – Suite 305 – Jacksonville, Florida - 32257

June 19, 2020

Jim Oliver  
Rolling Hills Community Development District  
475 West Town Place, Suite 114  
World Golf Village  
St. Augustine, Florida 32092

Re: Amenity Manager, Operations Manager, Pool Service, Janitorial, and Lifeguard/Deck Monitor Services.

Dear Jim:

Please consider this proposal for Riverside Management Services, Inc. to continue providing the following services for the Rolling Hills Community Development District:

<u>Services</u>	<u>Adopted Budget</u> <u>FY 2020</u>	<u>Actual Fee</u> <u>FY 2020</u>	<u>Proposed Fee</u> <u>FY2021</u>
Amenity Manager	\$55,533	\$53,533	\$56,210
Operations Manager	\$20,500	\$20,500	\$21,525
Pool Service	\$13,650	\$13,650	\$13,650
Janitorial Service	\$12,840	\$12,840	\$12,840
Lifeguards and Deck Monitors	\$35,000	\$31,888	\$35,000

The proposed fees will remain static for Pool Service, Janitorial Service, and Lifeguards/Deck Monitors, but are asking for a cost of living increase for the Amenity Manager and Operations Manager positions. Should you have any questions or comments, please feel free to give me a call.

Sincerely,

*Richard M. Whetsel*

Rich Whetsel  
President

*B.*



904.268.2626 tel  
904.683.7327 fax

2662 Robert Street  
Jacksonville, FL 32207

[www.yellowstonelandscape.com](http://www.yellowstonelandscape.com)

August 5, 2020

## The Rolling Hills CDD - Landscape Maintenance Services

To: Pat Szozda

We greatly value our long-standing relationship and look forward to continuing our partnership with you all at The Rolling Hills CDD.

An expectation that we know is important to you is value. Our team knows exactly what it takes to meet the site specific needs and our price is based on the labor and material that is required to properly fulfill The Rolling Hills CDD 's expectations. Our partnership has always been built on trust, value and reliability. Something we need to share with you is a challenge we are faced with, that is making business difficult to continue without communicating the challenges to you.

For years we have battled increasing labor costs (Affordable Care Act), and more recently, substantial labor wage increases due to the general improvement of the economy.

In commercial landscape, field personnel is over 50% of our costs. By far and away the largest cost in our industry/business.

In 2018, the entry level commercial landscaping minimum wage (ex any benefits) mandated by the US Dept of Labor in Jacksonville MSA was \$8.90 per hour. This spring it will be \$12.88 per hour – a 45% increase in 2 years.

We always strive to offer the greatest value – seeking to offer superior results both on the landscape and with the experience, while at a very competitive price. It has been challenging and our intent has always been to simply cover those expected additional costs, not to generate additional profits.

Given both where we have been, and the cost increases we are experiencing in our largest cost and most difficult resource(labor), we will not be able to continue to deliver the current specifications at the current price.

Our current annual billing amount is \$72,621.60. Unfortunately, we will only be able to hold this pricing through September 30, 2020. As of October 1, 2020, our updated annual billing will be \$74,800.25. It has become impossible to simply continue absorbing the additional cost increases that our industry has been experiencing, specifically labor costs. We sincerely apologize for putting you all in this position and hope that we can work together through this economic challenge.

The Rolling Hills CDD is a premier property that is an integral part of Yellowstone Landscape's success. Please let us know if you would like to discuss this in further detail. We appreciate the opportunity to serve The Rolling Hills CDD and we look forward to working with you in the years ahead.

Please indicate your acceptance of these terms by signing and returning this letter via email to account manager Garrett Cannady ([ccannady@yellowstonelandscape.com](mailto:ccannady@yellowstonelandscape.com)); if you have any questions or would like to discuss your thoughts please contact Branch Manager Cheyne Solesbee at 904.813.2167.

Accepted:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Respectfully,

Cheyne Solesbee  
Yellowstone Landscape  
Branch Manager

*C.*



**The Lake Doctors, Inc.**  
Aquatic Management Services®

Corporate Offices  
3543 State Road 419  
Winter Springs, FL 32708  
1-800-666-5253  
[lakes@lakedoctors.com](mailto:lakes@lakedoctors.com)  
[www.lakedoctors.com](http://www.lakedoctors.com)

January 22, 2020

Mr. Chris Hall  
Rolling Hills CDD  
c/o GMS  
475 West Town Place, #114  
St. Augustine, FL 32092

Dear Mr. Hall:

The anniversary date of your Lake Doctors, Inc., Water Management Program for **Rolling Hills CDD** is March 1, 2020 at which time your program is due to automatically extend. Due to the rising costs of professionally managing your account, including aquatic products, vehicles, equipment, insurance and supplies, we would like to ask for a modest adjustment to your monthly investment amount, from \$400.00/per month to \$420.00/per month.

If you have any questions or concerns regarding your proposed adjustment or your Lake Doctors Water Management Program, **please feel free to give me a call at (904)626-0287) or contact me by email at [mark.seymour@lakedoctors.com](mailto:mark.seymour@lakedoctors.com)**. Otherwise, no action is required at this time.

As always, we will continue to focus upon fully satisfying your water management needs by providing excellent, quality service, quick response to questions or problems and deep concern for the health of your pond, lake or waterway.

We at The Lake Doctors very much appreciate your current business and look forward to continuing to work with you to keep your waterway(s) in excellent condition.

Sincerely,

Mark A. Seymour  
Sales Manager

MAS/jkw  
718674



## WATERWAY MANAGEMENT SERVICE AGREEMENT

This Agreement made the date set forth below, by and between Florida Waterways, Inc., a Florida Corporation, hereinafter called "FLORIDA WATERWAYS", and

**Rolling Hills CDD**

c/o Riverside Management Services  
Attn: Christopher Hall  
9655 Florida Mining Blvd W. Bldg. 300 Suite 305  
Jacksonville, FL 32257

hereinafter called "CUSTOMER". The parties hereto agree as follows:

1. FLORIDA WATERWAYS agrees to manage certain lake(s), pond(s), and/or waterway(s) in accordance with the terms and conditions of this Agreement for a period of **twelve (12) months** from the date of receipt in the following location:

Twelve (12) annual treatments and/or inspections of six (6) wet detention ponds (15.30± acres) as shown on Waterway Map

2. CUSTOMER agrees to pay FLORIDA WATERWAYS, its agents or assigns, each month the following sum for specified waterway management services:

Algae and Aquatic Vegetation Control (including Floating Vegetation)	\$ 365.00
Shoreline Grass Control	\$ INCLUDED
Debris Removal	\$ INCLUDED
Management Reporting	\$ INCLUDED
Triploid Grass Carp Stocking & Permitting*	\$ INCLUDED
Water Quality & Chemistry Monitoring *	\$ INCLUDED
Florida Waterways 100% Control Guarantee	\$ INCLUDED
(Free Callback Service & Additional Treatments, if required)	

**Total Recurring Service Charges**

**\$ 365.00**

\*Services performed at FLORIDA WATERWAYS' sole discretion for the success of the Waterway Management Services Agreement

3. FLORIDA WATERWAYS agrees to commence Waterway Management Services within fifteen (15) business days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or issuance of required government permits.

4. The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that they have read and are familiar with the contents thereof. Agreement must be accepted in its entirety to be considered valid.

By:  
FLORIDA WATERWAYS

CUSTOMER

Jim Schwartz  
Email: [Jim@FloridaPond.com](mailto:Jim@FloridaPond.com)

Printed: \_\_\_\_\_

Proposal Date: May 26, 2020

Dated: \_\_\_\_\_

The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to FLORIDA WATERWAYS within thirty (30) days from the effective Proposal Date.

## TERMS & CONDITIONS

- 1) The Algae and Aquatic Vegetation Control and Shoreline Grass Control Programs will be conducted in a manner consistent with Best Management Practices (BMPs) intended to prevent the stormwater management facility (SWMF) and associated control structures from becoming clogged or choked with vegetative or aquatic growth to such an extent as to render them inoperable. Control of vegetative and aquatic growth may take 30-90 days depending upon species, materials used and environmental factors.
- 2) FLORIDA WATERWAYS, in its sole discretion, will implement an Integrated Pest Management (IPM) Plan for CUSTOMERS site which may utilize chemical, mechanical-physical, biological and/or cultural procedures (as applicable) for controlling aquatic plants, including:
  - a. Class I Prohibited Aquatic Plants listed by the Florida Department of Agriculture and Consumer Services as cited Rule 5B-64.011, F.A.C.
  - b. Category I & II Invasive Plant Species listed by Florida Exotic Pest Plan Council (FLEPPC)

These listed plants have a tendency to spread or become invasive in an ecosystem, sometimes in a rapid manner, so as to impair the ecosystem's ability to function by altering its productivity, decomposition, water fluxes, nutrient cycling and loss, soil fertility, erosion, dissolved oxygen concentrations, or its ability to maintain its existing species diversity. These plants also have the ability to create dense, monospecific stands or monotypic stands which displace or destroy native plant habitat, destroy fish and wildlife habitats, inhibit water circulation, hinder navigation and irrigation, or severely restrict the recreational use of waterways.
- 3) Triploid grass carp stocking, if included, will be performed at stocking rates determined by FLORIDA WATERWAYS, within Florida Fish and Wildlife Conservation Commission permit guidelines. The initial carp containment barrier is included in this service contract; however, replacement barriers due to theft or vandalism of the barrier will incur an additional charge. FLORIDA WATERWAYS designs and fabricates the industry's best custom carp containment barriers out of welded aluminum construction. Barriers built by FLORIDA WATERWAYS are guaranteed to meet FWC's specifications.
- 4) CUSTOMER agrees to provide adequate access to the SWMF, including boat access. Failure to provide boat access may require re-negotiation or termination of this Agreement. If, at time of treatment, access to the site has been restricted and FLORIDA WATERWAYS is unable to provide services, FLORIDA WATERWAYS reserves the right to impose a fuel surcharge as may be necessary.
- 5) CUSTOMER agrees that the system will be kept free of debris, trash, garbage, oils and greases, and other refuse. Included debris removal by FLORIDA WATERWAYS is limited to small, incidental litter that may accumulate within the SWMF. Removal of large debris resulting from intentional or unintentional dumping, vandalism, or weather events may result in additional service charges.
- 6) Under the Shoreline Grass Control Program, FLORIDA WATERWAYS will treat border vegetation to the SWMF's Normal Water Level (NWL) including, but not limited to torpedograss, cattails and other emergent vegetation such as woody brush and broadleaf weeds. Many of these species leave visible structure which may take several seasons to decompose. CUSTOMER is responsible for removing such structure if desired. CUSTOMER understands that during periods of prolonged drought, or due to a change in hydrological conditions, the SWMF's water level may fall below the NWL elevation. Treatment of border vegetation below the NWL will be coordinated between CUSTOMER and FLORIDA WATERWAYS and may result in a service surcharge.
- 7) CUSTOMER understands, that, for convenience, the annual service charge has been spread over a twelve-month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service.
- 8) FLORIDA WATERWAYS, in implementing the IPM, will use methods that protect or restore fish and wildlife habitat. CUSTOMER understands that some beneficial vegetation may be required in a body of water to maintain a balanced aquatic ecological system. When deemed necessary, FLORIDA WATERWAYS may plant and/or nurture certain variety of plants, which for various reasons, help to maintain ecological balance.
- 9) FLORIDA WATERWAYS shall maintain the following insurance coverage: a) Automobile Liability; b) Comprehensive General Liability; c) comply with Florida's Workers Compensation Law (FSS Chapter 420).
- 10) FLORIDA WATERWAYS agrees to hold CUSTOMER harmless from any loss, damage, or claims arising out of the sole negligence of FLORIDA WATERWAYS; however, FLORIDA WATERWAYS, shall in no event be liable to CUSTOMER, or others, for indirect special or consequential damages resulting from any cause whatsoever.
- 11) If at any time during the term of this Agreement, CUSTOMER feels FLORIDA WATERWAYS is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, CUSTOMER shall inform FLORIDA WATERWAYS, by certified mail, return-receipt requested, stating with particularity, the reasons for CUSTOMER'S dissatisfaction. FLORIDA WATERWAYS shall investigate and attempt to cure the defect. If, after 30 days from the giving of the original notice, CUSTOMER continues to feel FLORIDA WATERWAYS performance is unsatisfactory, CUSTOMER may terminate this Agreement by giving notice ("Second Notice") to FLORIDA WATERWAYS and paying all monies owing to the effective date of termination. In this event, the effective date of termination shall be the last day of the month in which said second notice is received by FLORIDA WATERWAYS.
- 12) Upon completion of the term of this Agreement, or any extension thereof, this Agreement shall be automatically extended for a period equal to its original term unless terminated by either party. If required, FLORIDA WATERWAYS may adjust the monthly recurring service charge amount after the original term. FLORIDA WATERWAYS will submit written notification to CUSTOMER thirty (30) days prior to effective date of adjustment. If CUSTOMER is unable to comply with the adjustment, FLORIDA WATERWAYS shall be notified immediately in order to seek a resolution. If necessary, CUSTOMER may terminate this Agreement according to the procedure outlined in #11 above.
- 13) Should CUSTOMER become sixty (60) days delinquent, FLORIDA WATERWAYS may place the account on hold for non-payment and CUSTOMER will continue to be responsible for the monthly service charge even if the account is placed on hold. Service may be reinstated once the entire past due balance has been received in full. Should it become necessary for FLORIDA WATERWAYS to bring action for collection of monies due and owing under this Agreement, CUSTOMER agrees to pay collection costs, including, but not limited to reasonable attorney's fees (including those on appeal) and court costs, and all other expenses incurred by FLORIDA WATERWAYS resulting from such collection action.



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## Rolling Hills

Custom lake management proposal

May 21, 2020 • Green Cove Springs, Clay County, Florida

Prepared for:

Mr. Christopher Hall, Operations Manager  
Riverside Management Services, Inc.  
9655 Florida Mining Boulevard West, Building 300 Suite 305  
Jacksonville, Florida 32257

---



Prepared by:

Adam Grayson  
Lake & Wetland Management  
3562 NW 97th Boulevard  
Gainesville, Florida 32606  
(352) 727-7696 Office • (352) 727-7697 Fax  
[northflorida@lakeandwetland.com](mailto:northflorida@lakeandwetland.com) • [www.lakeandwetland.com](http://www.lakeandwetland.com)



May 16, 2020

Mr. Christopher Hall, Operations Manager  
Rolling Hills Community Development District  
c/o Riverside Management Services, Inc.  
9655 Florida Mining Boulevard West, Building 300 Suite 305  
Jacksonville, Florida 32257

Dear Mr. Hall,

We greatly appreciate the opportunity to bid on this project for you! Attached is the Agreement for the maintenance of the lakes at Rolling Hills.

During our survey, we found algae, slender spikerush, torpedograss, primrose, alligatorweed and various other aquatic plants. These species may become problematic if not controlled, which can create unsightly conditions and limit stormwater retention. Our program for your property will be to immediately get ahead of existing problems while looking toward the future by preventing other potential issues before they occur. We are very familiar with how important a feature the lakes are to your community and as a proactive part of your team we will keep the property in its best condition, year round.

Our proposed service includes;

- Monthly pond management service, with additional visits at no extra charge,
- Debris removal during scheduled visits,
- Fish and wildlife observations,
- Water testing (dissolved oxygen, pH, clarity, temperature) during each service visit.

We pride ourselves on providing the highest level of service in the industry and look forward to the opportunity of exceeding your expectations!

Respectfully yours,

LAKE & WETLAND MANAGEMENT

A handwritten signature in blue ink, appearing to read "Adam Grayson", is written over the printed name. The signature is stylized with long, sweeping strokes.

Adam Grayson

Lake & Wetland Management - 3562 NW 97th Boulevard - Gainesville, Florida 32606  
(352) 727-7696 Office - (352) 727-7697 Fax - [northflorida@lakeandwetland.com](mailto:northflorida@lakeandwetland.com)



### MAINTENANCE AGREEMENT

This Agreement is made between *Lake & Wetland Management North Florida, Inc.*, and:

May 21, 2020

Rolling Hills Community Development District  
c/o Riverside Management Services, Inc.  
9655 Florida Mining Boulevard West, Building 300 Suite 305  
Jacksonville, Florida 32257

Both *Rolling Hills Community Development District (CUSTOMER)* and *Lake & Wetland Management North Florida, Inc. (LWM)* agree to these terms and conditions:

#### Description of Service

A. **Lake management service** including algae, border grass, and invasive exotic plant control for six (6) lakes totaling 10,689 linear feet / 16.09 acres.

1. LWM shall provide all supervision, labor, herbicide, equipment, materials and incidentals necessary for the maintenance treatment.
2. LWM will visit the site monthly with treatments as necessary to control undesirable growth. A minimum of twelve (12) visits will be performed annually. Additional visits performed at no additional charge.
3. All Florida Exotic Pest Plant Council (FLEPPC) listed invasive exotic species will be treated in place with EPA-certified herbicides. No vegetation or algae will be removed from the waterway unless otherwise requested.
4. Debris will be removed during scheduled visits. Debris is defined as as cups, bottles, bags, wrappers and other items not natural to the shoreline. This does not include large items, or items that may pose a threat to our workers.
5. Native vegetation will be left for the benefit of fish and wildlife, unless otherwise requested.
6. A comprehensive management report will be submitted detailing work performed upon completion of each service visit.

#### Investment Schedule

A. LWM agrees to perform the **lake management service** stated above on a **monthly** basis for the total sum of **\$459.00 per month.**

Lake & Wetland Management - 3562 NW 97th Boulevard - Gainesville, Florida 32606  
(352) 727-7696 Office - (352) 727-7697 Fax - [northflorida@lakeandwetland.com](mailto:northflorida@lakeandwetland.com)

1. Ownership of property is implied by CUSTOMER with acceptance of this Agreement. In the event that CUSTOMER does not expressly own the areas where the above stated services are to be provided, CUSTOMER represents that express permission of the owner is given and that authorization to commence the above mentioned services is allowed. In the event of dispute of ownership, CUSTOMER agrees to hold harmless LWM for the consequences of such services.

3. Any activity not explicitly mentioned in this proposal is excluded from the scope of work.

5. This proposal shall be valid for 30 days. Either party may cancel this contract with 30-day written notice. This Agreement automatically renews upon anniversary of execution date, unless notice is given by either party with at least 30 days written notice.

7. LWM will maintain insurance coverage, which includes but is not limited to; General Liability Property Damage, Automobile Liability, and Workman's Compensation at its own expense. If LWM is required to add Additional Insured, Waiver of Subrogation, or any language that result in assessed fees in order to perform work for CUSTOMER, those charges will be invoiced back to CUSTOMER as invoiced to LWM.

9. No alterations or modifications, oral or written, of the terms contained above shall be valid unless made in writing, and wholly accepted by authorized representatives of both **LWM** and the **CUSTOMER**.

Customer acceptance - The above prices, specifications and conditions are hereby accepted.

Authorized signature	Date
Rolling Hills C.D.D.	

Lake & Wetland Management - 3562 NW 97th Boulevard - Gainesville, Florida 32606  
(352) 727-7696 Office - (352) 727-7697 Fax - [northflorida@lakeandwetland.com](mailto:northflorida@lakeandwetland.com)



## SERVICES CONTRACT

CUSTOMER NAME: Chris Hall  
PROPERTY NAME: Rolling Hills CDD  
CONTRACT EFFECTIVE DATE:  
SUBMITTED BY: Katie Cabanillas

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

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The Annual Contract Price is **\$6,300.00**. SOLitude shall invoice Customer **\$525.00 per month** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment to be made in twelve (12) equal monthly payments due by the last day of each month. As a courtesy, the customer will be invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. The Annual Contract Price is based on the total value of services to be provided over a period of twelve (12) months. For the convenience of the customer, we offer Monthly Contract Pricing that is simply an even twelve (12) month amortization of the Annual Contract Price. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. For this reason, should the Customer cancel the contract early, or be in default for any reason, Customer will be responsible for immediately paying the remaining portion of annual contract work completed to date.

The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the SOLitude by the customer that are not covered specifically by the written specifications of this contract.

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



3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a three percent (3%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Often times lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

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

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

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

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

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

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

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

ACCEPTEED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Rolling Hills CDD

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

***Please Remit All Payments to:***

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

***Please Mail All Contracts to:***

***2844 Crusader Circle, Suite 450  
Virginia Beach, VA 23451***

***Customer's Address for Notice Purposes:***

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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### **SCHEDULE A – ANNUAL MANAGEMENT SERVICES**

#### **Monitoring:**

1. A SOLitude Biologist will visit the site and inspect the pond(s) on a ***two (2) times per month*** basis.
2. Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.

#### **Visual Inspections:**

1. A visual inspection of the pond(s) will be performed during each visit to the site. The inspections shall include the following:
  - Water levels
  - Water clarity or quality
  - Turbidity
  - Beneficial Aquatic Vegetation
  - Nuisance, Invasive, or Exotic Aquatic Vegetation
  - Algae
  - Physical components such as above ground pipes, inlet and outlet structures, trash racks, emergency spillways, and dams
  - Erosion
  - Issues with shoreline and bank stabilization measures such as rip rap stone, bulkheads, retaining walls, etc.
  - Forebays and inflowing or outflowing swales, ditches, and stream channels
  - Vegetated buffers
  - Sedimentation
  - Nuisance animal activity
  - Fish habitat
  - Mosquito breeding conditions and habitat
  - Trash and debris
2. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the Customer in writing as part of that month's service report.
3. Customer will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the pond(s) structures.
4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the physical structure of the pond(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the condition of the physical components of the pond(s) underground, underwater, or inside any of the associated structures.

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Aquatic Weed Control:

1. Pond(s) will be inspected on a **two (2) times per month** basis.
2. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

1. Shoreline areas will be inspected on a **two (2) times per month** basis.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Pond Algae Control:

1. Pond(s) will be inspected on a **two (2) times per month** basis.
2. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Trash Removal:

1. Trash and light debris will be removed from the pond(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the pond areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Stocking for improved Weed Control:

1. Quotes for the stocking of Triploid (Sterile) Grass Carp will be provided as appropriate to help prevent and control outbreaks of certain aquatic vegetation species. Stocking of triploid grass carp should be considered as part of an Integrated Pest Management program. *Grass carp in these programs will often times reduce the amount of pesticides required to properly maintain ponds, helping achieve our long-term goals of quality management through the restoration of ecological balance. Grass Carp are regulated by each state. Repairing or replacing of old carp barriers will be completed at customer*

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*request based on parts and labor, which may be required to amend the existing FWC permit. Carp quotes will be provided at approximately **\$8.50 per fish** plus labor.*

Customer Responsibilities:

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

Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

General Qualifications:

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

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7. Company will furnish personnel, equipment, boats, materials, and other items required to provide the foregoing at his expense.

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## *NINTH ORDER OF BUSINESS*

***Approved Budget  
Fiscal Year 2021***

***Rolling Hills Community  
Development District***

***August 11, 2020***



**Rolling Hills  
Community Development District**

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# Rolling Hills

## Community Development District

## General Fund

Description	Adopted Budget FY2020	Actual thru 6/30/20	Projected Next 3 Months	Total Projected Thru 9/30/20	Approved Budget FY2021
<b>Revenues</b>					
Assessments - On Roll	\$348,975	\$349,675	\$0	\$349,675	\$348,975
Assessments - Direct Platted	\$269,409	\$202,057	\$67,352	\$269,409	\$269,409
Swim & Tennis Revenue	\$800	\$0	\$800	\$800	\$800
Facility Rental Fees	\$3,500	\$1,900	\$200	\$2,100	\$3,500
Non-Resident Memberships	\$1,980	\$0	\$1,980	\$1,980	\$1,980
<b>Total Revenues</b>	<b>\$624,664</b>	<b>\$553,632</b>	<b>\$70,332</b>	<b>\$623,964</b>	<b>\$624,664</b>
<b>Expenditures</b>					
<b>Administrative</b>					
Supervisor Fees	\$6,000	\$2,400	\$1,000	\$3,400	\$6,000
FICA Expense	\$459	\$184	\$77	\$260	\$459
Engineering	\$10,000	\$0	\$500	\$500	\$5,000
Arbitrage	\$1,200	\$1,200	\$0	\$1,200	\$1,200
Dissemination Agent	\$3,500	\$2,625	\$875	\$3,500	\$3,500
Assessment Roll	\$5,000	\$5,000	\$0	\$5,000	\$5,000
Attorney	\$22,500	\$6,260	\$4,471	\$10,731	\$22,500
Annual Audit	\$3,800	\$3,800	\$0	\$3,800	\$3,800
Trustee	\$8,081	\$8,081	\$0	\$8,081	\$8,081
Management Fees	\$40,000	\$30,000	\$10,000	\$40,000	\$41,200
Computer Time	\$1,000	\$750	\$250	\$1,000	\$1,000
Telephone	\$150	\$37	\$12	\$49	\$150
Postage	\$500	\$222	\$74	\$296	\$500
Printing & Binding	\$1,250	\$762	\$254	\$1,016	\$1,250
Travel & Per Diem	\$100	\$82	\$27	\$109	\$100
Insurance	\$8,427	\$8,227	\$0	\$8,227	\$8,427
Legal Advertising	\$1,000	\$616	\$205	\$821	\$1,000
Other Current Charges	\$1,500	\$974	\$325	\$1,299	\$1,500
Website Compliance	\$2,500	\$1,875	\$625	\$2,500	\$2,500
Office Supplies	\$100	\$124	\$41	\$166	\$100
Dues, Licenses & Subscriptions	\$175	\$175	\$0	\$175	\$175
<b>Administrative Expenses</b>	<b>\$117,242</b>	<b>\$73,394</b>	<b>\$18,737</b>	<b>\$92,131</b>	<b>\$113,442</b>
<b>Field</b>					
Operations Management	\$20,500	\$15,375	\$5,125	\$20,500	\$21,525
Utilities - Irrigation & Streetlights	\$35,000	\$22,696	\$7,565	\$30,261	\$35,000
Repairs & Maintenance	\$40,000	\$21,699	\$7,233	\$28,932	\$40,000
Landscape	\$73,000	\$54,496	\$18,165	\$72,661	\$74,800
Landscape - Contingency	\$6,800	\$5,511	\$1,837	\$7,348	\$6,800
Mulch	\$13,500	\$10,530	\$0	\$10,530	\$13,500
Lake Maintenance	\$4,800	\$3,680	\$1,227	\$4,907	\$4,800
Irrigation Repairs	\$7,500	\$2,771	\$924	\$3,695	\$7,500
Miscellaneous	\$1,264	\$4,300	\$500	\$4,800	\$1,264
<b>Field Expenses</b>	<b>\$202,364</b>	<b>\$141,058</b>	<b>\$42,576</b>	<b>\$183,634</b>	<b>\$205,189</b>

# Rolling Hills

## Community Development District

## General Fund

Description	Adopted Budget FY2020	Actual thru 6/30/20	Projected Next 3 Months	Total Projected Thru 9/30/20	Approved Budget FY2021
<b><u>Amenity Center</u></b>					
Facility Management	\$53,533	\$40,150	\$13,383	\$53,533	\$56,210
Pool Attendants	\$35,000	\$1,260	\$25,000	\$26,260	\$35,000
Refuse Service	\$8,300	\$9,295	\$3,098	\$12,393	\$8,300
Security	\$15,000	\$9,820	\$3,273	\$13,093	\$15,000
Utilities	\$45,000	\$28,748	\$9,583	\$38,331	\$45,000
Recreation Passes	\$1,000	\$0	\$0	\$0	\$1,000
Repairs & Maintenance	\$40,000	\$35,641	\$11,880	\$47,521	\$40,000
Janitorial	\$12,840	\$9,630	\$3,210	\$12,840	\$12,840
Pool Maintenance	\$13,650	\$10,238	\$3,413	\$13,651	\$13,650
Special Events	\$4,000	\$2,125	\$708	\$2,833	\$6,000
Operating Supplies	\$6,000	\$3,412	\$1,137	\$4,549	\$6,000
Pool Chemicals	\$9,000	\$8,073	\$2,691	\$10,764	\$9,000
Permit	\$375	\$375	\$0	\$375	\$375
Insurance	\$23,121	\$22,681	\$0	\$22,681	\$23,121
<b><i>Amenity Center</i></b>	<b>\$266,819</b>	<b>\$181,448</b>	<b>\$77,377</b>	<b>\$258,825</b>	<b>\$271,496</b>
<b><i>Total Expenses</i></b>	<b>\$586,425</b>	<b>\$395,900</b>	<b>\$138,690</b>	<b>\$534,590</b>	<b>\$590,127</b>
<b><u>Other Sources/Uses</u></b>					
Interfund Transfer Out	(\$38,239)	\$0	(\$38,239)	(\$38,239)	(\$34,537)
<b><i>Total Other</i></b>	<b>(\$38,239)</b>	<b>\$0</b>	<b>(\$38,239)</b>	<b>(\$38,239)</b>	<b>(\$34,537)</b>
<b>ASSIGNED FUND BALANCE</b>	<b>\$0</b>	<b>\$157,732</b>	<b>(\$106,597)</b>	<b>\$51,135</b>	<b>\$0</b>

### Platted Lots:

#### Assessments - Platted Lots On Roll

	<u>FY 2020</u>	<u>FY 2021</u>
Assessments - Platted Lots On Roll	375	375
Net-Assessment Rate	\$930.60	\$930.60
Total Net Assessments	\$348,975.00	\$348,975.00
Gross Assessment (6% Discount)	\$371,250.00	\$371,250.00
Gross Assessment - Per Unit	\$990.00	\$990.00

### Planned Lots:

Assessments - Direct Billed	386	386
Net-Assessment Rate per Unit (75%)	\$697.95	\$697.95
Total Net Assessments	\$269,408.70	\$269,408.70
Gross Assessment (6% Discount)	\$280,185.05	\$280,185.05
Gross Assessment - Per Unit	\$725.87	\$725.87

**Rolling Hills**  
**Community Development District**  
GENERAL FUND BUDGET  
Fiscal Year 2021

**REVENUES:**

*Assessments – Platted Lots*

The District will assess the platted lots within the District to fund a portion of the District's operating budget for the fiscal year.

*Assessments – Planned Units*

The District will assess the undeveloped property at rate of 75% of Platted lots based on reduced benefits of undeveloped land.

*Swim & Tennis Revenue*

Fees collected for swim lessons, guest fees, room rentals and programs.

*Facility Rental Fees*

The residents may rent the facilities for personal use.

*Non-Resident Membership Fees*

Non-Resident have the opportunity to purchase access to the Amenity Center facilities. The annual cost is \$1,980.

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**EXPENDITURES:**

**Administrative:**

*Supervisors Fees*

The District may compensate supervisors up to \$200 per meeting with a maximum amount of \$4,800 per year.

*FICA Expense*

Represents District's share of Social Security and Medicare Taxes withheld from supervisor's fees.

*Engineering*

The District will contract with an engineering firm to provide general engineering services to the District, including attendance and preparation for monthly board meetings, review invoices, etc.

*Arbitrage*

The District is required to annually have an arbitrage rebate calculation on the District's Series 2015 A1/A2/A3, Capital Improvements Revenue Bonds. The District will contract with a certified public accounting firm to calculate the rebate liability and submit reports to the District.

**Rolling Hills**  
**Community Development District**  
GENERAL FUND BUDGET  
Fiscal Year 2021

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 unrelated bond issues. The District has contracted with GMS, LLC to provide this service.

Assessment Roll

The District has contracted with *Governmental Management Services* for the certification of the District's annual maintenance and debt service assessments to the County Tax Collector.

Attorney

The District's legal counsel, *Hopping Green & Sams*, will be providing general legal services to the District, including attendance and preparation for monthly meetings, preparation and review of agreements, resolutions, etc.

Annual Audit

The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting Firm. *Berger, Toombs, Elam, Gaines & Frank* currently serves as the District's Independent Auditor.

Trustee

The District issued \$2,500,000 of Series 2015A-1, \$1,930,000 of Series 2015A-2, \$3,850,000 of Series 2015A-3 and \$2,245,000 of Series 2015B Capital Improvement Revenue Refunding Bonds which are held by a Trustee at U.S. Bank.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with *Governmental Management Services, LLC*.

Travel & Per Diem

Represents mileage reimbursement to Supervisors for use of their private vehicle to travel to Board of Supervisors meetings.

Computer Time

The District processes all of its financial activities, including accounts payable, financial statements, etc. on a main frame computer leased by *Governmental Management Services, LLC*.

Telephone

Telephone and fax machine.

**Rolling Hills**  
**Community Development District**  
GENERAL FUND BUDGET  
Fiscal Year 2021

Postage

Mailing of agenda packages, overnight deliveries, correspondence, etc.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.

Insurance-Liability

The District's General Liability & Public Officials Liability Insurance policy is with Preferred Governmental Insurance Trust (PGIT). PGIT specializes in providing insurance coverage to governmental agencies.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings etc in the Florida Times Union.

Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.

Office Supplies

Miscellaneous office supplies.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

**Field:**

Operations Management

The District has contracted with *Riverside Management Services* to provide oversight of daily operations of the common areas, irrigation and maintenance contracts.

Landscape Maintenance

This represents landscape maintenance of all the District property, to include mowing, weeding, trimming, pruning etc. The District is contracted with *Yellowstone Landscape*.

Landscape Contingency

Represents a contingency for mulch installation, sod repairs/replacement, plant replacements and new common areas to maintain.

**Rolling Hills**  
**Community Development District**  
 GENERAL FUND BUDGET  
 Fiscal Year 2021

Utilities- Irrigation and Streetlights

The District has utility accounts with the following providers for irrigation and lighting:

Account No.	Description	Monthly	Annually
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Clay Electric

7182249	2404-1 Rolling View Blvd	\$ 55	\$ 660
7755259	3236-1 Bradley Creek Dr	\$ 35	\$ 420
7755275	3314-1 Bradly Creek Dr	\$ 33	\$ 396
7755283	2448 Rolling View Blvd	\$ 75	\$ 900

Clay County Utility Authority

244686	3212-1 Bradley Creek Reclaim	\$ 1,422	\$ 17,064
244869	3212-2 Bradley Creek Reclaim	\$ 128	\$ 1,536
256584	3215-2 Bradley Creek Reclaim	\$ 301	\$ 3,612
253042	3212-3 Bradley Creek Irrigation	\$ 630	\$ 7,560

Contingency		\$ 2,852.00	
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Total		\$ 35,000.00
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Lake Maintenance

The District has contracted with *The Lake Doctors* for more aquatic plant management of the community's lakes. Services provide labor, equipment, herbicides and technology to control invasive plants and algae.

Miscellaneous

Any unforeseen expense that is not included in the previous categories.

**Amenity Center:**

Facility Management

The District has contracted with *Riverside Management Services* to staff the amenity center and manage the day to day operations in accordance with their contract.

**Rolling Hills**  
**Community Development District**  
GENERAL FUND BUDGET  
Fiscal Year 2021

*Pool Attendants*

The District has contracted with *Riverside Management Services* to provide pool attendants for the District's water slide, safety and enforcement of pool rules adopted by the District.

*Refuse Service*

The District has contracted with *Waste Management* for the refuse container removal. The contract is for one 2 yard front load dumpster to be emptied once a week.

*Security*

The District has contracted with the *Clay County Sheriff's Office* to provide part time security covering the community.

*Utilities- Electric, Water, Cable, Internet & Telephone*

The District has the following utility accounts for the Amenity Center:

Account Number	Description	Monthly	Annually
<b><i>Clay Electric Cooperative</i></b>			
7751951	3212 Bradley Creek Dr	\$ 3,500.00	\$ 42,000.00
<b><i>Clay County Utility Authority</i></b>			
00260347	3212-4 Bradley Creek Dr	\$ 250.00	\$ 3,000.00
<b><i>Comcast</i></b>			
8495741231221030	Cable/Internet/Telephone	\$ 250.00	\$ 3,000.00
			\$ 48,000.00

*Repairs and Maintenance*

The District will incur various cost associated with the overall maintenance of the District's amenity center to include:

- A/C unit quarterly maintenance by Mechanical Solutions
- Light repairs and new bulbs/ballasts
- Annual installation
- Quarterly pressure wash all facility areas
- Pumps and motor maintenance and repairs
- Painting

**Rolling Hills**  
**Community Development District**  
GENERAL FUND BUDGET  
Fiscal Year 2021

Janitorial

The District has contracted with *Riverside Management Services* for the monthly cleaning of the clubhouse.

Pool Maintenance

The District has contracted with *Riverside Management Services* for the weekly cleaning and maintenance of the pools.

Special Events

The District will host certain special events throughout the year for the residents of the community.

Operating Supplies

Any supplies and chemicals needed for the daily upkeep and operation of the Amenity Center.

Pool Chemicals

The District purchases all necessary chemicals from *Hawkins, Inc.* for the swimming pool.

Permits

Represents cost for the various permits required for the operation of the amenity center.

Insurance - Property

The District's Property Insurance policy is with Preferred Governmental Insurance Trust (PGIT). PGIT specializes in providing insurance coverage to governmental agencies.

# Rolling Hills

## Community Development District

## Capital Reserve

<u>Description</u>	<u>Adopted Budget FY2020</u>	<u>Actual thru 6/30/20</u>	<u>Projected Next 3 Months</u>	<u>Total Projected Thru 9/30/20</u>	<u>Approved Budget FY2021</u>
<b><u>Revenues</u></b>					
Interest	\$0	\$0	\$0	\$0	\$500
Carry Forward Surplus	\$0	\$0	\$0	\$0	\$38,239
<b><i>Total Revenues</i></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$38,739</u></b>
<b><u>Expenditures</u></b>					
Capital Reserve	\$38,239	\$0	\$0	\$0	\$0
<b><i>Total Expenditures</i></b>	<b><u>\$38,239</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>
<b><u>Other Sources/Uses</u></b>					
Interfund Transfer In	\$38,239	\$0	\$38,239	\$38,239	\$34,537
<b><i>Total Other</i></b>	<b><u>\$38,239</u></b>	<b><u>\$0</u></b>	<b><u>\$38,239</u></b>	<b><u>\$38,239</u></b>	<b><u>\$34,537</u></b>
<b>ASSIGNED FUND BALANCE</b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$38,239</u></b>	<b><u>\$38,239</u></b>	<b><u>\$73,276</u></b>

# Rolling Hills

## Community Development District

## Debt Service Fund

Series 2015 A1

Description	Adopted Budget FY2020	Actual thru 6/30/20	Projected Next 3 Months	Total Projected Thru 9/30/20	Approved Budget FY2021
<b><u>Revenues</u></b>					
Assessments	\$174,001	\$174,350	\$0	\$174,350	\$174,001
Interest Income	\$0	\$162	\$50	\$212	\$0
Carry Forward Surplus	\$63,176	\$65,300	\$0	\$65,300	\$58,614
<b>Total Revenues</b>	<b>\$174,001</b>	<b>\$239,812</b>	<b>\$50</b>	<b>\$239,862</b>	<b>\$232,615</b>
<b><u>Expenditures</u></b>					
<b><u>Series 2015 A-1</u></b>					
Interest 11/1	\$53,192	\$53,192	\$0	\$53,192	\$51,394
Special Call - 11/1	\$0	\$5,000	\$0	\$5,000	\$0
Interest 5/1	\$65,000	\$65,000	\$0	\$65,000	\$70,000
Principal 5/1	\$53,192	\$53,056	\$0	\$53,056	\$51,394
Special Call - 5/1	\$0	\$5,000	\$0	\$5,000	\$0
<b>Total Debt Service Expenditures</b>	<b>\$171,384</b>	<b>\$181,248</b>	<b>\$0</b>	<b>\$181,248</b>	<b>\$172,788</b>
<b>EXCESS REVENUES / (EXPENDITURES)</b>	<b>\$2,617</b>	<b>\$58,564</b>	<b>\$50</b>	<b>\$58,614</b>	<b>\$59,828</b>

11/1/21 Interest \$ 49,783.75

**Rolling Hills**  
**Community Development District**  
Series 2015 A-1 Special Assessment Bonds  
**AMORTIZATION SCHEDULE**

DATE		RATE		INTEREST	
11/01/20	\$	1,900,000.00	4.30%	\$	51,393.75
05/01/21	\$	1,900,000.00	4.60%	\$ 70,000.00	\$ 51,393.75
11/01/21	\$	1,830,000.00	4.60%	\$	49,783.75
05/01/22	\$	1,830,000.00	5.13%	\$ 75,000.00	\$ 49,783.75
11/01/22	\$	1,755,000.00	5.13%	\$	47,861.88
05/01/23	\$	1,755,000.00	5.13%	\$ 80,000.00	\$ 47,861.88
11/01/23	\$	1,675,000.00	5.13%	\$	45,811.88
05/01/24	\$	1,675,000.00	5.13%	\$ 85,000.00	\$ 45,811.88
11/01/24	\$	1,590,000.00	5.13%	\$	43,633.75
05/01/25	\$	1,590,000.00	5.13%	\$ 95,000.00	\$ 43,633.75
11/01/25	\$	1,495,000.00	5.13%	\$	41,199.38
05/01/26	\$	1,495,000.00	5.13%	\$ 95,000.00	\$ 41,199.38
11/01/26	\$	1,400,000.00	5.13%	\$	38,765.00
05/01/27	\$	1,400,000.00	5.45%	\$ 105,000.00	\$ 38,765.00
11/01/27	\$	1,295,000.00	5.45%	\$	35,903.75
05/01/28	\$	1,295,000.00	5.45%	\$ 110,000.00	\$ 35,903.75
11/01/28	\$	1,185,000.00	5.45%	\$	32,906.25
05/01/29	\$	1,185,000.00	5.45%	\$ 115,000.00	\$ 32,906.25
11/01/29	\$	1,070,000.00	5.45%	\$	29,772.50
05/01/30	\$	1,070,000.00	5.45%	\$ 120,000.00	\$ 29,772.50
11/01/30	\$	950,000.00	5.45%	\$	26,502.50
05/01/31	\$	950,000.00	5.45%	\$ 130,000.00	\$ 26,502.50
11/01/31	\$	820,000.00	5.45%	\$	22,960.00
05/01/32	\$	820,000.00	5.60%	\$ 120,000.00	\$ 22,960.00
11/01/32	\$	700,000.00	5.60%	\$	19,600.00
05/01/33	\$	700,000.00	5.60%	\$ 125,000.00	\$ 19,600.00
11/01/33	\$	575,000.00	5.60%	\$	16,100.00
05/01/34	\$	575,000.00	5.60%	\$ 130,000.00	\$ 16,100.00
11/01/34	\$	445,000.00	5.60%	\$	12,460.00
05/01/35	\$	445,000.00	5.60%	\$ 140,000.00	\$ 12,460.00
11/01/35	\$	305,000.00	5.60%	\$	8,540.00
05/01/36	\$	305,000.00	5.60%	\$ 150,000.00	\$ 8,540.00
11/01/36	\$	155,000.00	5.60%	\$	4,340.00
05/01/37	\$	155,000.00	5.60%	\$ 155,000.00	\$ 4,340.00
		\$	1,900,000.00	\$	1,055,068.78
				\$	2,955,068.78

\*\*Revised as of 6/25/20

# Rolling Hills

## Community Development District

## Debt Service Fund

Series 2015 A2, 2015 B

<u>Description</u>	<u>Adopted Budget FY2020</u>	<u>Actual thru 3/31/20</u>	<u>Projected Next 6 Months</u>	<u>Total Projected Thru 9/30/20</u>	<u>Approved Budget FY2021</u>
<b><u>Revenues</u></b>					
Assessments	\$136,800	\$137,075	\$0	\$137,075	\$136,800
Interest Income	\$0	\$149	\$50	\$199	\$0
Carry Forward Surplus	\$49,868	\$49,581	\$0	\$49,581	\$42,693
<b><i>Total Revenues</i></b>	<b><u>\$186,668</u></b>	<b><u>\$186,805</u></b>	<b><u>\$50</u></b>	<b><u>\$186,855</u></b>	<b><u>\$179,493</u></b>
<b><u>Expenditures</u></b>					
<b><i>Series 2015 A-2</i></b>					
Interest - 11/1	\$42,150	\$42,150	\$0	\$42,150	\$40,731
Special Call - 11/1	\$0	\$5,000	\$0	\$5,000	\$0
Principal - 5/1	\$50,000	\$50,000	\$0	\$50,000	\$50,000
Interest - 5/1	\$42,150	\$42,013	\$0	\$42,013	\$40,731
Special Call - 5/1	\$0	\$5,000	\$0	\$5,000	\$0
<b><i>Total Debt Service Expenditures</i></b>	<b><u>\$134,300</u></b>	<b><u>\$144,163</u></b>	<b><u>\$0</u></b>	<b><u>\$144,163</u></b>	<b><u>\$131,463</u></b>
<b>EXCESS REVENUES / (EXPENDITURES)</b>	<b><u>\$52,368</u></b>	<b><u>\$42,643</u></b>	<b><u>\$50</u></b>	<b><u>\$42,693</u></b>	<b><u>\$48,030</u></b>

11/1/21 Interest - 2015 A-2 \$39,450

**Rolling Hills**  
**Community Development District**  
Series 2015 A-2 Special Assessment Bonds  
**AMORTIZATION SCHEDULE**

DATE		RATE			INTEREST		
05/01/20	\$	1,555,000.00	5.13%	\$	50,000.00	\$	42,012.50
11/01/20	\$	1,505,000.00	5.13%			\$	40,731.25
05/01/21	\$	1,505,000.00	5.13%	\$	50,000.00	\$	40,731.25
11/01/21	\$	1,455,000.00	5.13%			\$	39,450.00
05/01/22	\$	1,455,000.00	5.13%	\$	55,000.00	\$	39,450.00
11/01/22	\$	1,400,000.00	5.13%			\$	38,040.63
05/01/23	\$	1,400,000.00	5.13%	\$	55,000.00	\$	38,040.63
11/01/23	\$	1,345,000.00	5.13%			\$	36,631.25
05/01/24	\$	1,345,000.00	5.13%	\$	60,000.00	\$	36,631.25
11/01/24	\$	1,285,000.00	5.13%			\$	35,093.75
05/01/25	\$	1,285,000.00	5.13%	\$	65,000.00	\$	35,093.75
11/01/25	\$	1,220,000.00	5.13%			\$	33,428.13
05/01/26	\$	1,220,000.00	5.13%	\$	65,000.00	\$	33,428.13
11/01/26	\$	1,155,000.00	5.13%			\$	31,762.50
05/01/27	\$	1,155,000.00	5.50%	\$	80,000.00	\$	31,762.50
11/01/27	\$	1,075,000.00	5.50%			\$	29,562.50
05/01/28	\$	1,075,000.00	5.50%	\$	85,000.00	\$	29,562.50
11/01/28	\$	990,000.00	5.50%			\$	27,225.00
05/01/29	\$	990,000.00	5.50%	\$	85,000.00	\$	27,225.00
11/01/29	\$	905,000.00	5.50%			\$	24,887.50
05/01/30	\$	905,000.00	5.50%	\$	90,000.00	\$	24,887.50
11/01/30	\$	815,000.00	5.50%			\$	22,412.50
05/01/31	\$	815,000.00	5.50%	\$	100,000.00	\$	22,412.50
11/01/31	\$	715,000.00	5.50%			\$	19,662.50
05/01/32	\$	715,000.00	5.50%	\$	105,000.00	\$	19,662.50
11/01/32	\$	610,000.00	5.50%			\$	16,775.00
05/01/33	\$	610,000.00	5.50%	\$	110,000.00	\$	16,775.00
11/01/33	\$	500,000.00	5.50%			\$	13,750.00
05/01/34	\$	500,000.00	5.50%	\$	115,000.00	\$	13,750.00
11/01/34	\$	385,000.00	5.50%			\$	10,587.50
05/01/35	\$	385,000.00	5.50%	\$	120,000.00	\$	10,587.50
11/01/35	\$	265,000.00	5.50%			\$	7,287.50
05/01/36	\$	265,000.00	5.50%	\$	130,000.00	\$	7,287.50
11/01/36	\$	135,000.00	5.50%			\$	3,712.50
05/01/37	\$	135,000.00	5.50%	\$	135,000.00	\$	3,712.50
				\$	1,555,000.00	\$	904,012.52
						\$	2,459,012.52

\*\* Revised 9/30/19

# Rolling Hills

Community Development District

## Debt Service Fund

Series 2015 A3

Description	Adopted Budget FY2020	Actual thru 6/30/20	Projected Next 3 Months	Total Projected Thru 9/30/20	Approved Budget FY2021
<b><u>Revenues</u></b>					
Assessments - Tax Roll	\$41,481	\$41,563	\$0	\$41,563	\$41,481
Assessments - Direct	\$302,118	\$211,492	\$90,626	\$302,118	\$302,118
Interest Income	\$0	\$83	\$20	\$103	\$0
Carry Forward Surplus	\$127,544	\$129,124	\$0	\$129,124	\$128,383
<b>Total Revenues</b>	<b>\$471,143</b>	<b>\$382,262</b>	<b>\$90,646</b>	<b>\$472,908</b>	<b>\$471,981</b>
<b><u>Expenditures</u></b>					
<b><u>Series 2015 A-3</u></b>					
Interest 11/1	\$119,763	\$119,763	\$0	\$119,763	\$116,245
Interest 5/1	\$105,000	\$105,000	\$0	\$105,000	\$115,000
Principal 5/1	\$119,763	\$119,763	\$0	\$119,763	\$116,245
<b>Total Debt Service Expenditures</b>	<b>\$344,525</b>	<b>\$344,525</b>	<b>\$0</b>	<b>\$344,525</b>	<b>\$347,490</b>
<b>EXCESS REVENUES / (EXPENDITURES)</b>	<b>\$126,618</b>	<b>\$37,737</b>	<b>\$90,646</b>	<b>\$128,383</b>	<b>\$124,491</b>
				11/1/21 Interest	\$112,393

**Rolling Hills**  
**Community Development District**  
Series 2015 A-3 Special Assessment Bonds  
**AMORTIZATION SCHEDULE**

DATE		RATE		INTEREST	
05/01/16	\$	3,850,000.00	6.70%	\$ -	\$ 128,975.00
11/01/16	\$	3,850,000.00	6.70%	\$	\$ 128,975.00 \$ 257,950.00
05/01/17	\$	3,850,000.00	6.70%	\$ 85,000.00	\$ 128,975.00
11/01/17	\$	3,765,000.00	6.70%	\$	\$ 126,127.50 \$ 340,102.50
05/01/18	\$	3,765,000.00	6.70%	\$ 90,000.00	\$ 126,127.50
11/01/18	\$	3,675,000.00	6.70%	\$	\$ 123,112.50 \$ 339,240.00
05/01/19	\$	3,675,000.00	6.70%	\$ 100,000.00	\$ 123,112.50
11/01/19	\$	3,575,000.00	6.70%	\$	\$ 119,762.50 \$ 342,875.00
05/01/20	\$	3,575,000.00	6.70%	\$ 105,000.00	\$ 119,762.50
11/01/20	\$	3,470,000.00	6.70%	\$	\$ 116,245.00 \$ 341,007.50
05/01/21	\$	3,470,000.00	6.70%	\$ 115,000.00	\$ 116,245.00
11/01/21	\$	3,355,000.00	6.70%	\$	\$ 112,392.50 \$ 343,637.50
05/01/22	\$	3,355,000.00	6.70%	\$ 120,000.00	\$ 112,392.50
11/01/22	\$	3,235,000.00	6.70%	\$	\$ 108,372.50 \$ 340,765.00
05/01/23	\$	3,235,000.00	6.70%	\$ 130,000.00	\$ 108,372.50
11/01/23	\$	3,105,000.00	6.70%	\$	\$ 104,017.50 \$ 342,390.00
05/01/24	\$	3,105,000.00	6.70%	\$ 140,000.00	\$ 104,017.50
11/01/24	\$	2,965,000.00	6.70%	\$	\$ 99,327.50 \$ 343,345.00
05/01/25	\$	2,965,000.00	6.70%	\$ 150,000.00	\$ 99,327.50
11/01/25	\$	2,815,000.00	6.70%	\$	\$ 94,302.50 \$ 343,630.00
05/01/26	\$	2,815,000.00	6.70%	\$ 160,000.00	\$ 94,302.50
11/01/26	\$	2,655,000.00	6.70%	\$	\$ 88,942.50 \$ 343,245.00
05/01/27	\$	2,655,000.00	6.70%	\$ 170,000.00	\$ 88,942.50
11/01/27	\$	2,485,000.00	6.70%	\$	\$ 83,247.50 \$ 342,190.00
05/01/28	\$	2,485,000.00	6.70%	\$ 180,000.00	\$ 83,247.50
11/01/28	\$	2,305,000.00	6.70%	\$	\$ 77,217.50 \$ 340,465.00
05/01/29	\$	2,305,000.00	6.70%	\$ 195,000.00	\$ 77,217.50
11/01/29	\$	2,110,000.00	6.70%	\$	\$ 70,685.00 \$ 342,902.50
05/01/30	\$	2,110,000.00	6.70%	\$ 205,000.00	\$ 70,685.00
11/01/30	\$	1,905,000.00	6.70%	\$	\$ 63,817.50 \$ 339,502.50
05/01/31	\$	1,905,000.00	6.70%	\$ 220,000.00	\$ 63,817.50
11/01/31	\$	1,685,000.00	6.70%	\$	\$ 56,447.50 \$ 340,265.00
05/01/32	\$	1,685,000.00	6.70%	\$ 235,000.00	\$ 56,447.50
11/01/32	\$	1,450,000.00	6.70%	\$	\$ 48,575.00 \$ 340,022.50
05/01/33	\$	1,450,000.00	6.70%	\$ 250,000.00	\$ 48,575.00
11/01/33	\$	1,200,000.00	6.70%	\$	\$ 40,200.00 \$ 338,775.00
05/01/34	\$	1,200,000.00	6.70%	\$ 270,000.00	\$ 40,200.00
11/01/34	\$	930,000.00	6.70%	\$	\$ 31,155.00 \$ 341,355.00
05/01/35	\$	930,000.00	6.70%	\$ 290,000.00	\$ 31,155.00
11/01/35	\$	640,000.00	6.70%	\$	\$ 21,440.00 \$ 342,595.00
05/01/36	\$	640,000.00	6.70%	\$ 310,000.00	\$ 21,440.00
11/01/36	\$	330,000.00	6.70%	\$	\$ 11,055.00 \$ 342,495.00
05/01/37	\$	330,000.00	6.70%	\$ 330,000.00	\$ 11,055.00 \$ 341,055.00
		\$ 3,850,000.00		\$ 3,579,810.00	\$ 7,429,810.00

*A.*

## **RESOLUTION 2020-06**

**THE ANNUAL APPROPRIATION RESOLUTION OF THE ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2020, submitted to the Board of Supervisors (“**Board**”) of the Rolling Hills Community Development District (“**District**”) proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2020 and ending September 30, 2021 (“**Fiscal Year 2020/2021**”) 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 governing authorities 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 thereon 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 at least two days before the public hearing; and

**WHEREAS**, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1<sup>st</sup> 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; and

**WHEREAS**, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

### **SECTION 1. BUDGET**

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. 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.
- c. 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 Rolling Hills Community Development District for the Fiscal Year Ending September 30, 2021."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

## **SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2020/2021, the sum of \$\_\_\_\_\_ 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 in the following fashion:

GENERAL FUND	\$_____
DEBT SERVICE FUND (SERIES 2015A-1)	\$_____
DEBT SERVICE FUND (SERIES 2015A-2)	\$_____
DEBT SERVICE FUND (SERIES 2015A-3)	\$_____
TOTAL ALL FUNDS	\$_____

## **SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2020/2021 or within 60 days following the end of the Fiscal Year 2020/2021 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.

- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

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

**PASSED AND ADOPTED** this 11<sup>th</sup> day of August, 2020.

ATTEST:

**ROLLING HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chairman, Board of Supervisors

*B.*

## RESOLUTION 2020-07

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2020/2021; 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 Rolling Hills 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; and

**WHEREAS**, the District is located in Clay 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**, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2020 and ending September 30, 2021 ("**Fiscal Year 2020/2021**"), attached hereto as **Exhibit "A,"** and

**WHEREAS**, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the District's Adopted Budget; and

**WHEREAS**, the provision of such services, facilities, and operations is a benefit to lands within the District; and

**WHEREAS**, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

**WHEREAS**, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

**WHEREAS**, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2020/2021; and

**WHEREAS**, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector ("**Uniform Method**"), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

**WHEREAS**, it is in the best interests of the District to adopt the assessment roll ("**Assessment Roll**") attached to this Resolution as **Exhibit "B,"** and to certify the portion of the Assessment Roll related to certain developed property ("**Tax Roll Property**") to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property ("**Direct Collect Property**"), all as set forth in **Exhibit "B;"** and

**WHEREAS**, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

**SECTION 1. BENEFIT & ALLOCATION 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 **Exhibits "A" and "B,"** and is hereby found to be fair and reasonable.

**SECTION 2. ASSESSMENT IMPOSITION.** Pursuant to Chapters 170, 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits "A" and "B."** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, 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 .

**SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.**

A. **Tax Roll Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits "A" and "B."**

- B. **Direct Bill Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect Property shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits "A" and "B."** Assessments directly collected by the District are due in full on December 1, 2020. However, to the extent permitted by law, the operation and maintenance assessments due may be paid in several partial, deferred payments and according to the following schedule: 25% due no later than October 1, 2020, 25% due no later than January 1, 2021, 25% due no later than April 1, 2021, and 25% due no later than July 2021. Similarly, the debt service special assessments due may be paid in several partial, deferred payments and according to the following schedule 35% due no later than December 1, 2020, 35% due no later than April 1, 2021, and 30% due no later than September 1, 2021. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2020/2021, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170 of the Florida Statutes or other applicable law to collect and enforce the whole assessment, as set forth herein.
- C. **Future Collection Methods.** The decision to collect special 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.

**SECTION 4. ASSESSMENT ROLL.** The District's Assessment Roll, attached to this Resolution as **Exhibit "B,"** is hereby certified for collection. That portion of the District's 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 taxes. The proceeds therefrom shall be paid to the District.

**SECTION 5. ASSESSMENT ROLL AMENDMENT.** 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 District's Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

**SECTION 6. SEVERABILITY.** 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.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**PASSED AND ADOPTED** this 11<sup>th</sup> day of August, 2020.

ATTEST:

**ROLLING HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary / Assistant Secretary

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Chairman, Board of Supervisors

**Exhibit A:** Budget

**Exhibit B:** Assessment Roll (Uniform Method)  
Assessment Roll (Direct Collect)

## *TENTH ORDER OF BUSINESS*

**INTERLOCAL AGREEMENT BETWEEN THE SCHOOL BOARD OF CLAY  
COUNTY, FLORIDA, AND ROLLING HILLS COMMUNITY DEVELOPMENT  
DISTRICT REGARDING USE OF DISTRICT'S AMENITY COMPLEX FACILITIES**

THIS AGREEMENT ("Agreement") is effective as of August \_\_\_\_\_, 2020, and is by and between:

**ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with offices at 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the "District"), and

**THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA** ("School Board") **FOR THE USE AND BENEFIT OF THE CLAY HIGH SCHOOL SWIM TEAM** ("Swim Team"), 900 Walnut Street, Green Cove Springs, Florida 32043 (the School Board and the Swim Team together with the District, the "Parties").

**RECITALS**

**WHEREAS**, it is the purpose and intent of this Agreement to permit and authorize the School Board and the District to make the most efficient use of their respective resources, authority and capabilities by enabling them to cooperate on the basis of mutual advantage and to achieve the results provided in this Agreement pursuant to Section 163.01, *Florida Statutes*, known as the Florida Interlocal Cooperation Act of 1969 ("Cooperation Act"); and

**WHEREAS**, it is the purpose of the Cooperation Act to provide a means by which the School Board and the District may exercise their respective privileges and authority which they may have separately, but which pursuant to this Agreement and Cooperation Act they may exercise collectively; and

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

**WHEREAS**, the District owns, operates and maintains certain recreational facilities, including a competition pool ("Aquatic Facilities"); and

**WHEREAS**, the School Board, on behalf of the Swim Team, approached the District and expressed desires to make use of the Aquatic Facilities for practices and the hosting of swim meets; and

**WHEREAS**, the District is willing to allow the Swim Team to make use of the Aquatic Facilities for practices and swim meets provided that such use does not impede the operation of the Aquatic Facilities and provided that the Swim Team complies with the provisions set forth herein, including but not limited to the special provisions for usage during the COVID-19 pandemic; and

**WHEREAS**, the District has determined that providing the School Board with the ability to use the competition pool is a benefit to the District, is a proper public purpose, and makes appropriate use of the Aquatic Facilities; and

**WHEREAS**, the District and the School Board warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

**SECTION 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. TERM.** This Agreement shall be effective on or about August 24, 2020 or upon execution by the Parties, whichever is later and shall terminate on November 30, 2020, unless terminated early in accordance with Section 8 below. However, the covenants and obligations of School Board contained in this Agreement shall survive termination for acts and omissions which occurred during the effective term of this Agreement.

**SECTION 3. USAGE BY SWIM TEAM.**

A. **Usage; Generally.** The District hereby grants to the Swim Team a license to use the Aquatic Facilities for practices and meets in accordance with the schedules attached hereto as **Exhibit A**, as coordinated between the District's representative and the Swim Team representative, and with the guidelines provided in **Exhibit B**, both of which are incorporated herein by this reference ("License"). The License to use the Aquatic Facilities is limited to the hours provided in such schedules. In consideration of said use of the Aquatic Facilities, School Board and Swim Team agree to the following conditions:

- i. Access to the Aquatic Facilities is limited to the competition pool, the pool decks, parking lot serving the Aquatic Facilities and designated restrooms in case of emergencies. No other use of, or access to, the District's recreational facilities is permitted.
- ii. The District hereby designates the District Manager or his or her designee as the District's representative.
- iii. Swim Team's use of Aquatic Facilities shall be in conjunction with the use of the Aquatic Facilities by other members of the public and by other swim teams, if any, and the Swim Team use shall not interfere with the operation of the Aquatic Facilities as a public improvement.
- iv. All use of the Aquatic Facilities shall be subject to the policies and regulations of the District, including but not limited to the Rolling Hills Facilities and Amenity Policies, the Guidelines for the Swim Team Usage and Guidelines for Swim Team Meets, which are incorporated herein and attached as **Exhibit B**.

v. The District shall have the right to take such actions as are necessary to preserve the health, safety and welfare of its residents, landowners, lands and facilities.

vi. Persons identified as Coaches by the Swim Team, and any such Coach's minor children, may participate on the Swim Team and make use of the Aquatic Facilities during Swim Team practices and meets, regardless of the Coach's status as a paid user of the facilities, subject to the terms and conditions of this Agreement.

vii. The Swim Team shall (i) provide one (1) time payment of three hundred dollars and zero cents (\$300.00) to the District. If requested by the District, Swim Team shall (ii) provide a minimum of five volunteers for one resident event as arranged by the District; and (iii) provide at least ten (10) volunteer hours each week during the term of this Agreement (which may include resident events referenced above).

B. **Usage During the COVID-19 Pandemic.** Effective immediately and until the conclusion of the COVID-19 pandemic, the Swim Team must implement the following measures:

i. The Swim Team is responsible for enforcing social distancing among its participants, consistent with all federal, state, and local recommendations and/or requirements, guidelines, and best practices, including but not limited to those promulgated by the State of Florida through executive orders or otherwise, by the Center for Disease Control and Prevention, and by USA Swimming, Inc., the latter of which are available at the following links:

1. <https://www.usaswimming.org/home/covid-news>

2. <https://cdn.swimswam.com/wp-content/uploads/2020/05/facility-reopening-plan-guidelines.pdf>

ii. The Swim Team shall arrange the swimmers per lane to allow proper social distancing, while complying with the aforementioned guidelines and requirements, as depicted in **Exhibit C**. If participants are unable to comply with the guidelines, Swim Team shall limit swimmers per lane to that required for compliance with stated regulations, which may change from time to time.

iii. All individuals associated with the Swim Team must submit a waiver in substantially the form attached hereto as **Exhibit D** before accessing the District's Aquatic Facilities. Allowing use without an executed waiver is grounds for termination of this Agreement. This waiver is in addition to any other waivers required by the School Board, Swim Team or the District.

iv. Swim Team acknowledges and understands that the and Swim Team agrees to implement a safe and reasonable means to facilitate the entry and exit of swimmers between practice groups.

v. Parents, guests and other spectators shall be prohibited from the Aquatic Facilities during practices and meets, so long as COVID-19 conditions continue and there is a public health emergency declared by federal, state or local governments.

vi. Before allowing any individual to access the District's Aquatic Facilities or other facilities, the Swim Team shall ask the following screening questions, and if the answer to any is "yes," prevent that individual from accessing the Aquatic Facilities or other facilities:

1. Do you have or have you had in the past 48 hours a cough, shortness of breath, fever (100.4+), chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss/change in taste/smell or diarrhea?

2. Have you been in close contact (within 6 ft for at least 5 minutes) with anyone with the beforementioned symptoms?

3. Have you been exposed to anyone who tested positive for COVID-19 in the past 14 days?

4. Have you been exposed to anyone who is currently waiting for COVID-19 test results?

5. Have you traveled internationally or been on a cruise during the past 14 days?

6. Have you traveled to an out-of-state hotspot or to an in-state hotspot (Miami-Dade, Broward or Palm Beach counties) during the past 14 days?

vii. In the event that any individual associated with the Swim Team who has used the District's Aquatic Facilities or other facilities tests positive for COVID-19, the Swim Team shall immediately notify the District and cease all use of the Aquatic Facilities or other facilities until the District notifies the Swim Team that use may resume.

viii. Swimmers shall show up changed and ready to swim and may not change at the District's facilities. Use granted herein is limited to the pool deck and the pool and no use of locker room or similar indoor facilities is permitted. Swimmers shall bring their own equipment and not use shared equipment.

**SECTION 4. CARE OF THE PROPERTY.** School Board agrees to use all due care to protect the property of the District, its residents and landowners from damage, and to require any meet participants invited to the Aquatic Facilities to do the same. School Board agrees that it shall assume responsibility for any and all damage to the District's facilities or lands as a result of School Board's use under this Agreement other than damage which may be attributable to ordinary wear and tear as determined by the District. In the event that any damage to the

District's facilities or lands occurs, the District shall notify School Board of such damage and shall allow the School Board's agents or employees the opportunity to examine the damage prior to repair. Swim Team agrees that the District may make whatever arrangements necessary, in its sole discretion, to promptly make any such repairs as is necessary to preserve the health, safety and welfare of the District's lands, facilities, residents and landowners. Swim Team agrees to reimburse the District for any such repairs within thirty (30) days of receipt of an invoice from the District reflecting the cost of the repairs made under this Section.

**SECTION 5. ENFORCEMENT.** A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance. Notwithstanding this, the School Board's right to recover damages from the District on any and all claims of any type shall be limited in all instances to no more than five-hundred dollars and zero cents (\$500.00).

**SECTION 6. INDEMNIFICATION AND INSURANCE.** The Swim Team agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death or property damage of any nature, arising out of, or in connection with, wholly or in part by, the use of the District's facilities and lands by the Swim Team and its guests, including litigation or any appellate proceedings, both in and outside court proceedings, with respect thereto, and specifically including but not limited to claims arising out of or connected to alleged or actual exposure to the COVID-19 virus.

Notwithstanding any terms of this Agreement to the contrary, the Parties agree that nothing herein shall be construed as a waiver of either the School Board's or the District's sovereign immunity or limits of liability 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. The School Board, subject to the School Board's self-insured retention, agrees and covenants to provide liability insurance with limits of One Million Dollars (\$1,000,000.00) applicable to bodily injury, sickness or death in any one occurrence and One Million Dollars (\$1,000,000.00) for loss or damage to property in any one occurrence and shall provide evidence of such insurance in the form of an insurance certificate prior to commencing use of the District's facilities under this Agreement. Additionally, the School Board agrees that its policy may not be canceled during the term of this Agreement without at least thirty (30) days written notice to the District.

Notwithstanding any language in this section to the contrary, nothing in this indemnification agreement shall be construed or interpreted to increase the scope or dollar limit of the Swim Team's or the School Board's liability beyond that which is set forth in Section 768.28, *Florida Statutes*, or to otherwise waive the Swim Team's/School Board's sovereign immunity, or to require the Swim Team/School Board to indemnify District or any other person, corporation, or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts other than the negligent acts of the Swim Team or the School Board or its agents or employees. The Swim Team and the School Board shall not indemnify any party for attorney's fees or costs other than those court costs which are set forth by Florida Statute or other Florida law as recoverable costs of court.

**SECTION 7. RECOVERY OF COSTS AND FEES.** In the event either Party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, excluding reasonable attorneys' fees.

**SECTION 8. TERMINATION.** Both Parties shall have the right to terminate this Agreement at any time without cause with written notice. However, the covenants and obligations of Swim Team contained in this Agreement shall survive termination for acts and omissions which occurred during the effective term of the agreement.

**SECTION 9. ENTIRE AGREEMENT.** This instrument, together with the attached Exhibits, shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement.

**SECTION 10. AMENDMENT.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both Parties hereto.

**SECTION 11. ASSIGNMENT.** Neither the District nor the Swim Team may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other. Any attempted assignment without such written approval shall be void.

**SECTION 12. APPLICABLE LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The Parties consent to and agree that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Clay County, Florida.

**SECTION 13. NOTICES.** All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by overnight delivery service or First Class Mail, postage prepaid, to the Parties, as follows:

1. If to Swim Team: Clay High School Swim Team  
2025 Highway 16 West  
Green Cove Springs, Florida 32043  
Attn: Carol McDougall, Swim Team Coach

With a copy to: J. Bruce Bicker  
Attorney to Clay County School Board  
900 Walnut Street  
Green Cove Springs, Florida 32043

2. If to District: Rolling Hills Community  
Development District  
475 West Town Place, Suite 114

St. Augustine, FL 32092  
Attn: Jim Oliver, District Manager

With a copy to:

Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: Katie S. Buchanan, 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 the Swim Team may deliver Notice on behalf of the District and the Swim Team. Any party or other person to whom Notices are to be sent or copied shall 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.

**SECTION 14. 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.

**SECTION 15. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Swim Team, both the District and the Swim Team have complied with all the requirements of law, and both the District and the Swim Team have full power and authority to comply with the terms and provisions of this instrument.

**SECTION 16. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

*[Signatures on next page]*

**IN WITNESS WHEREOF**, the Parties hereto have signed and sealed this Agreement on the day and year first written above.

ATTEST:

**ROLLING HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

WITNESS:

**THE SCHOOL BOARD OF CLAY  
COUNTY, FLORIDA**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Chairperson

<b>Exhibit A</b>	Swim Team Practice and Meet Schedules
<b>Exhibit B</b>	Guidelines for Swim Team Usage
<b>Exhibit C</b>	USA Swimming Lap Lane Social Distancing Guide
<b>Exhibit D</b>	Form of Waiver

## EXHIBIT A



### Clay High School Varsity Swim Team Schedule 2020

Regular Practices will begin on Tuesday, August 25<sup>th</sup> from 2:30-4:30pm everyday (Tue-Fri) except on days we have a swim meet.

<b><u>Date:</u></b>	<b><u>What &amp; Where:</u></b>
September 10	Orange Park (Home)
September 15	Episcopal (Home)
September 22	Pedro Menendez & Bishop Kenny (Home)
September 26	FSPA High School Invitational, Stuart, FL
September 29	Ridgeview (Home)
October 6	Oakleaf (Home)
October 15	Palatka & Middleburg – (Home)
October 25-31	District Meet - Cecil Field Aquatic Center – Jacksonville, FL
November 1-6	Regionals Location TBA
November 14 Stuart, FL	State Meet Sailfish Aquatic Athletic Center –

***\*\*Note – Swimmers will NOT be able to swim ANY regular practices until ALL PAPERWORK & CLEARANCES has been completed and cleared by the Clay High Athletic Director.***

**Coach Carol MacDougall:**  
**Cell: (904) 631-0505**  
e-mail – [cmmacdougall@bellsouth.net](mailto:cmmacdougall@bellsouth.net)

**Coach Chad Rix**  
**Cell: (502) 595-7266**  
e-mail: [chadwick.rix@myoneclay.net](mailto:chadwick.rix@myoneclay.net)

## **EXHIBIT B**

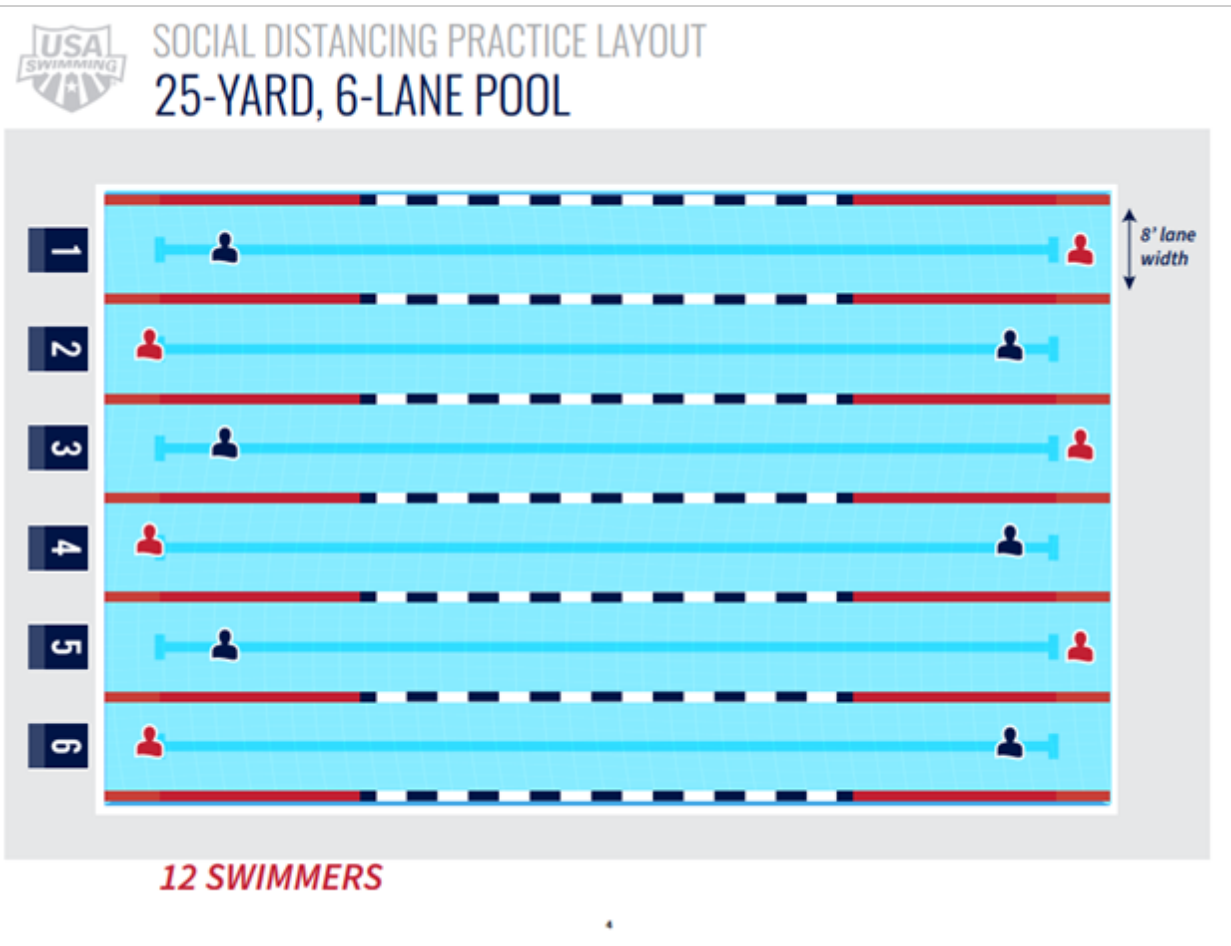
### **Guidelines for Swim Team Usage**

1. All Swim Team usage of Aquatic Facilities must be pre-scheduled with District staff prior to the beginning of practices.
2. Usage of the District facilities is limited to the Aquatic Facilities named in the Agreement and this exhibit ONLY. The Swim Team shall not have access to any other District's recreational facilities, including but not limited to the clubhouse.
3. Spectators that are not District residents may be present and are allowed to attend Swim Team competitions subject to the conditions of this Agreement. However, the District, in its sole discretion, reserves the right to limit the number of such spectators (1) should the Aquatic Facilities exceed then-effective occupancy capacity or (2) should it be necessary to protect the health, safety or welfare of the District, its landowners, residents or its guests or the District property. Notwithstanding the foregoing, parents, guests and other spectators are prohibited from attending competitions and meets so long as COVID-19 conditions continue and there is a public health emergency declared by federal, state or local governments.
4. Spectators and/or guests that are not District residents shall not be present during swim practices.
5. Swim Team is responsible for ensuring that Swim Team members, visiting teams, guests and spectators, as applicable, abide by all District rules and policies, including but not limited to COVID-19 sanitation, social distancing and other requirements.
6. No Swim Team practices may be held on weekends or on days or times that the family pool is closed UNLESS the practices are held prior to facility opening to the public, or otherwise as permitted by the District. On those days, practice will end by 11:00 am and the Swim Team shall be responsible straightening any chairs, disposing of trash in trash receptacles and general clean-up after each practice, returning the Aquatic Facilities to the same condition as before the practice started. Other restrictions may apply during the COVID-19 public health emergency, or as otherwise required by the District.
7. Except with the prior approval of the District, no Swim Team competitions may be held on weekends or on days that the family pool is closed, unless otherwise as permitted by the District. Swim Team shall be responsible for straightening any chairs, disposing of trash in trash receptacles and general clean-up after each meet, returning the Aquatic Facilities to the same condition as before the meet started. Other restrictions may apply during the COVID-19 public health emergency, or as otherwise required by the District.
8. No outside vendors will be allowed to sell food at any time.
9. Swim Team practices may use all but one lane, which will remain reserved for District residents.

10. Swim Team roster must be provided to the District 15 days prior to practices beginning or as soon as practicable. Roster must include all coaching staff.
11. The District reserves the right to retain a security guard or guards for the swim meets at Swim Team's expense if the District, in its sole and unrestricted discretion, deems it desirable.
12. Swim Team shall be responsible for automobile parking on swim meet days. Swim meets are expected to surpass the District's parking lot capacity, and the Swim Team shall have volunteers available to manage such overflow parking. Swim Team Members, visiting teams or spectators are prohibited from parking on private property.
13. The Agreement with the District, the School Board and the Swim Team must be signed and provided to the District 15 days prior to practices beginning or as soon as practicable.
14. Proof of insurance must be provided to the District prior to practices beginning or as soon as practicable.

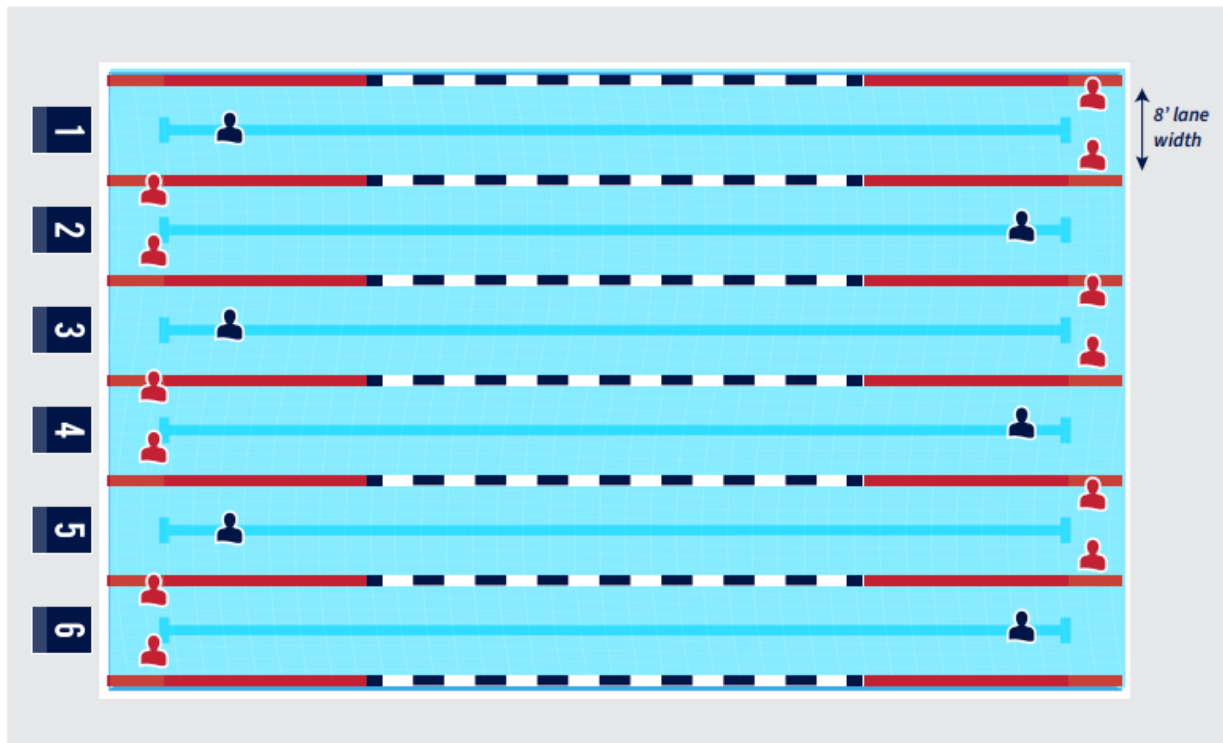
## EXHIBIT C

### Lap Lane Social Distancing Guide





## SOCIAL DISTANCING PRACTICE LAYOUT 25-YARD, 6-LANE POOL



**18 SWIMMERS**



## SOCIAL DISTANCING PRACTICE LAYOUT

### 25-YARD, ON-DECK, SIT DOWN SLIDE SETS IN CIRCLES

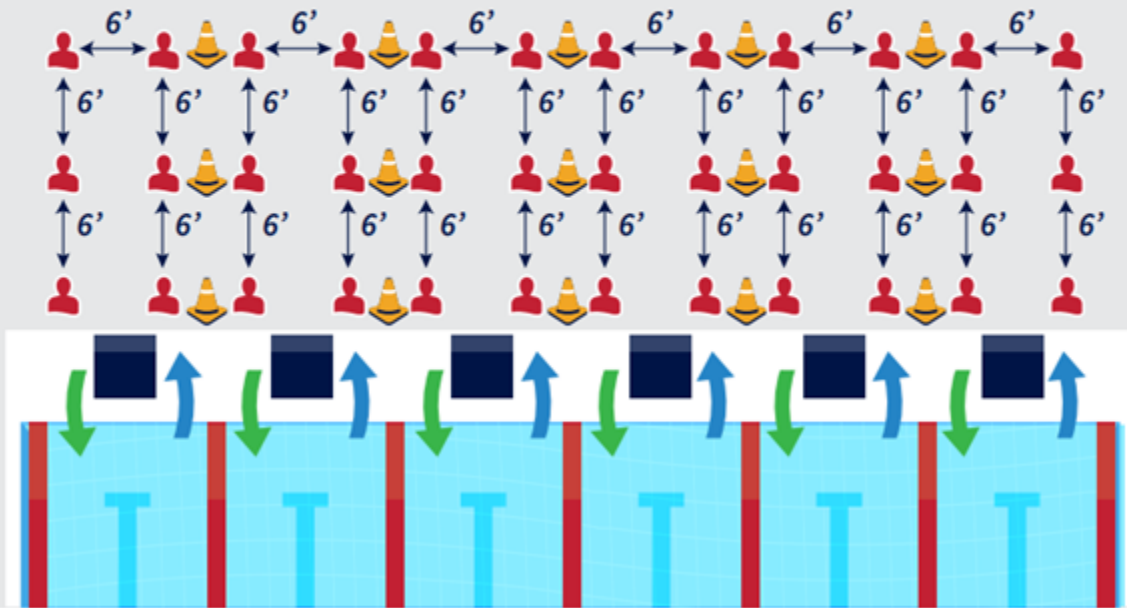
Swimmers maintain 6 feet apart. Mark deck with 2-inch wide colored duct tape.

Sit down/slide in to enter water.

End of set climb out and go to assigned spot.

The more "eyes" on deck the better.

Use cones or other barriers to help with separation - deck needs to be wide enough to accommodate 6' of social distance.



## EXHIBIT D

### WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

#### ("ACKNOWLEDGEMENT AND RELEASE")

I acknowledge that I have freely chosen to have my child participate in certain recreational activities (the "Activities") sponsored by the Clay High School Swim Team ("Swim Team") at the Rolling Hills Community Development District ("District") amenity facilities ("Facilities"). I understand that the District and the Swim Team have taken reasonable precautions to protect parents, participants, staff, and spectators from exposure to COVID-19 during these Activities. Those measures include, but are not limited to, verbal screening of attendees and staff and reasonable enforcement and implementation of social distancing and sanitization.

I agree that by participating in the Activities, I will fully comply with all such measures or face ejection from the Facilities. I further acknowledge that my attendance may result in risk of exposure to COVID-19 in spite of the above measures, and I assume any such risk that may arise therefrom. I accept full responsibility for all medical expenses for any injuries, illness, or exposure I might receive by reason of my attendance and/or participation.

By signing this Acknowledgment and Release, I also hereby release the District and its Supervisors, officers, staff, employees, agents, assigns and volunteers ("Released Parties") from and against any and all claims, demands, actions, complaints, suits or other forms of liability that any of them may sustain arising out of or related to, wholly or in part by, my or my child(ren)'s (a) participation in the Activities, (b) failure to comply with the measures imposed by the Clay County School Board, the Swim Team or the District, (c) failure to comply with local, state, and federal laws and policies, procedures, effective guidance regarding COVID-19, and the District amenity rules and policies; or (d) any damage, injury, or illness caused by me or my child(ren) (together, the "Released Claims").

I also agree to indemnify and hold harmless the Released Parties from the Released Claims, including any and all related costs, attorneys' fees, liabilities, settlements, and/or judgments. I confirm that I have carefully read this Acknowledgement and Release, fully understand the above conditions, and agree to its terms knowingly and voluntarily. I also confirm that I am the parent or legal guardian of the child(ren) named below and that I am 18 years of age or older.

IN WITNESS WHEREOF, I have signed this Acknowledgement and Release on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

NAMES OF MINOR CHILD(REN): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*THIRTEENTH ORDER OF BUSINESS*

*C.*

**RESOLUTION 2020-09**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2020-2021; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

**WHEREAS**, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located; and

**WHEREAS**, the Board desires to adopt the Fiscal Year 2020-2021 annual meeting schedule attached as **Exhibit A**.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The Fiscal Year 2020-2021 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

**SECTION 2.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 11<sup>th</sup> day of August, 2020.

ATTEST:

**ROLLING HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

**Exhibit A:** Fiscal Year 2020-2021 Annual Meeting Schedule

**Exhibit A**

**BOARD OF SUPERVISORS MEETING DATES  
ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2020-2021**

The Board of Supervisors of the Rolling Hills Community Development District will hold their regularly scheduled public meetings for Fiscal Year 2021 at 6:00 PM at the Rolling Hills Amenity Center, 3212 Bradley Creek Parkway, Green Cove Springs, Florida 32043 on the second Tuesday of each month as follows unless otherwise noted:

October 13, 2020  
December 8, 2020  
February 9, 2021  
April 12, 2021  
June 8, 2021  
August 10, 2021

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from c/o Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 or by calling (904) 940-5850.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

James Oliver  
District Manager

*D.*

# ***Rolling Hills Community Development District***

*3212 Bradley Creek Parkway • Green Cove Springs, FL 32043*

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## **Memorandum**

**,Date:** Aug 11<sup>th</sup>, 2020

**To:** Rich Whetsel, Operations Director

**From:** Freddie Oca, Facility Manager  
Chris Hall, Operations Manager

**Re:** Rolling Hills CDD - Monthly Operations Report: May-July

### **General**

- [www.RollingHillsCDD.com](http://www.RollingHillsCDD.com) website is up and running; documents such as annual audits, meeting minutes and annual budgets will be updated as they become available.
- Eight (8) sets of access cards were issued.
- An off-duty Police Officer is continuing to patrol Rolling Hills twice a week.

### **Maintenance:**

- Orange Environmental Services conducted their quarterly inspection and treatment.
- Mechanical Solutions conducted their quarterly inspection on the AC units and made the needed repairs.
- Mechanical Solutions has replaced the compressor for the AC unit upstairs
- Southeast Fitness performed the preventative maintenance and made repairs of the fitness equipment
- Atlantic Securities has repaired the card access unit

### **Riverside Management Services has completed the following:**

- 4ft tile indicators have been installed at the pool
- Safety buoys have been replaced and installed at the pool
- Covid-19 signs have been installed around the pool deck and amenity center
- Pool furniture has been isolated and secured
- Repaired the pavers on the pool deck
- Lights in the pool have been repaired

- Tiles on the pool deck have been repaired
- The pavilion back wall has been repainted
- The park locations are being policed weekly for debris
- All District Lakes are being inspected and cleaned bi-weekly.
- Lake water out falls are inspected and cleaned on a monthly basis to ensure proper water flow.
- Irrigation inspections and needed repairs are being completed on a monthly basis.
- An inspection of the Amenity Center lighting was performed.
- Trash can liners are being changed on a weekly basis.

**Resident Requests/Comments:**

Should you have any questions or comments regarding the above information, please feel free to contact Freddie at (904) 338-5723 or Rich at (904) 759-8923.

*SIXTEENTH ORDER OF BUSINESS*

*A.*

**Rolling Hills**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**COMBINED BALANCE SHEET**  
June 30, 2020

	<u>Governmental Fund Types</u>		<u>Totals</u>
	<u>General</u>	<u>Debt Service</u>	<u>(Memorandum Only)</u>
<b><u>ASSETS:</u></b>			
CASH - Operating	\$287,494	—	\$287,494
INVESTMENTS			
<b><u>Series 2015 A-1</u></b>			
Reserve	—	\$90,706	\$90,706
Revenue	—	\$59,443	\$59,443
Prepayment A1	—	\$0	\$0
<b><u>Series 2015 A-2</u></b>			
Reserve	—	\$100,000	\$100,000
Revenue	—	\$42,935	\$42,935
Prepayment	—	\$0	\$0
<b><u>Series 2015 A-3</u></b>			
Reserve	—	\$4,571	\$4,571
Revenue	—	\$86,165	\$86,165
<b>TOTAL ASSETS</b>	<u>\$287,494</u>	<u>\$383,821</u>	<u>\$671,315</u>
<b><u>LIABILITIES:</u></b>			
ACCOUNTS PAYABLE	\$31,401	—	\$31,401
<b><u>FUND BALANCES:</u></b>			
RESTRICTED FOR DEBT SERVICE	—	\$383,821	\$383,821
UNASSIGNED	\$256,093	—	\$256,093
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<u>\$287,494</u>	<u>\$383,821</u>	<u>\$671,315</u>

**Rolling Hills**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**GENERAL FUND**

Statement of Revenues, Expenditures and Changes in Fund Balance  
For the Period Ended June 30, 2020

DESCRIPTION	ADOPTED BUDGET FY 2020	PRORATED BUDGET THRU 06/30/20	ACTUAL THRU 06/30/20	VARIANCE
<b><u>REVENUES:</u></b>				
Assessments - Platted Lots (Tax Roll)	\$348,975	\$348,975	\$349,675	\$700
Assessments - Platted Lots (Direct)	\$269,409	\$202,057	\$202,057	\$0
Swim & Tennis Revenue	\$800	\$600	\$0	(\$600)
Facility Rental Fees	\$3,500	\$2,625	\$1,900	(\$725)
Non-Resident Memberships	\$1,980	\$1,485	\$0	(\$1,485)
<b>TOTAL REVENUES</b>	<b>\$624,664</b>	<b>\$555,742</b>	<b>\$553,632</b>	<b>(\$2,110)</b>
<b><u>EXPENDITURES:</u></b>				
<b><u>ADMINISTRATIVE:</u></b>				
Supervisor Fees	\$6,000	\$4,500	\$2,400	\$2,100
FICA Taxes	\$459	\$344	\$184	\$161
Engineering Fees	\$10,000	\$7,500	\$0	\$7,500
Arbitrage	\$1,200	\$1,200	\$1,200	\$0
Dissemination Agent	\$3,500	\$2,625	\$2,625	(\$0)
Assessment Roll	\$5,000	\$5,000	\$5,000	\$0
Attorney Fees	\$22,500	\$16,875	\$6,260	\$10,615
Annual Audit	\$3,800	\$3,800	\$3,800	\$0
Trustee	\$8,081	\$8,081	\$8,081	\$0
Management Fees	\$40,000	\$30,000	\$30,000	\$0
Computer Time	\$1,000	\$750	\$750	\$0
Website Compliance	\$2,500	\$1,875	\$1,875	\$0
Telephone	\$150	\$113	\$37	\$76
Postage	\$500	\$375	\$222	\$153
Printing & Binding	\$1,250	\$938	\$765	\$172
Travel & Per Diem	\$100	\$75	\$82	(\$7)
Insurance	\$8,427	\$8,427	\$8,227	\$200
Legal Advertising	\$1,000	\$750	\$616	\$134
Other Current Charges	\$1,500	\$1,125	\$974	\$151
Office Supplies	\$100	\$75	\$124	(\$49)
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
<b>TOTAL ADMINISTRATIVE</b>	<b>\$117,242</b>	<b>\$94,603</b>	<b>\$73,396</b>	<b>\$21,207</b>

**Rolling Hills**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**GENERAL FUND**

Statement of Revenues, Expenditures and Changes in Fund Balance  
For the Period Ended June 30, 2020

DESCRIPTION	ADOPTED BUDGET FY 2020	PRORATED BUDGET THRU 06/30/20	ACTUAL THRU 06/30/20	VARIANCE
<b><u>EXPENDITURES: (continued)</u></b>				
<b><u>FIELD:</u></b>				
Operations Management	\$20,500	\$15,375	\$15,375	\$0
Utilities - Irrigation & Streetlights	\$35,000	\$26,250	\$22,696	\$3,554
Repairs & Maintenance	\$40,000	\$30,000	\$21,699	\$8,301
Landscape	\$73,000	\$54,750	\$54,496	\$254
Landscape - Contingency	\$6,800	\$5,100	\$5,511	(\$411)
Mulch	\$13,500	\$10,125	\$10,530	(\$405)
Lake Maintenance	\$4,800	\$3,600	\$3,680	(\$80)
Irrigation Repairs	\$7,500	\$5,625	\$2,771	\$2,854
Miscellaneous	\$1,264	\$948	\$4,300	(\$3,352)
<b>TOTAL FIELD</b>	<b>\$202,364</b>	<b>\$151,773</b>	<b>\$141,058</b>	<b>\$10,715</b>
<b><u>SWIM &amp; TENNIS:</u></b>				
Facility Management	\$53,533	\$40,150	\$40,150	\$0
Pool Attendants	\$35,000	\$26,250	\$1,260	\$24,990
Refuse Service	\$8,300	\$6,225	\$9,295	(\$3,070)
Security	\$15,000	\$11,250	\$9,820	\$1,430
Utilities	\$45,000	\$33,750	\$28,748	\$5,002
Recreation Passes	\$1,000	\$750	\$0	\$750
Repairs & Maintenance	\$40,000	\$30,000	\$35,641	(\$5,641)
Janitorial	\$12,840	\$9,630	\$9,630	\$0
Pool Maintenance	\$13,650	\$10,238	\$10,238	\$0
Special Events	\$4,000	\$3,000	\$2,125	\$875
Operating Supplies	\$6,000	\$4,500	\$3,412	\$1,088
Pool Chemicals	\$9,000	\$6,750	\$8,073	(\$1,323)
Permit	\$375	\$375	\$375	\$0
Insurance	\$23,121	\$23,121	\$22,681	\$440
Capital Reserve	\$38,239	\$28,679	\$0	\$28,679
<b>TOTAL SWIM &amp; TENNIS</b>	<b>\$305,058</b>	<b>\$234,668</b>	<b>\$181,448</b>	<b>\$53,220</b>
<b>TOTAL EXPENDITURES</b>	<b>\$624,664</b>	<b>\$481,043</b>	<b>\$395,902</b>	<b>\$85,141</b>
Excess (deficiency) of revenues over (under) expenditures	\$0	\$74,699	\$157,730	\$83,031
Net change in Fund Balance	\$0	\$74,699	\$157,730	\$83,031
FUND BALANCE - Beginning	\$0		\$98,363	
FUND BALANCE - Ending	\$0		\$256,093	

**Rolling Hills**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**DEBT SERVICE FUND 2015 A-1**  
Statement of Revenues, Expenditures and Changes in Fund Balance  
For the Period Ended June 30, 2020

DESCRIPTION	ADOPTED BUDGET FY 2020	PRORATED BUDGET THRU 06/30/20	ACTUAL THRU 06/30/20	VARIANCE
<b><u>REVENUES:</u></b>				
Assessments	\$174,001	\$174,001	\$174,350	\$349
Interest Income	\$0	\$0	\$162	\$162
<b>TOTAL REVENUES</b>	<b><u>\$174,001</u></b>	<b><u>\$174,001</u></b>	<b><u>\$174,512</u></b>	<b><u>\$511</u></b>
<b><u>EXPENDITURES:</u></b>				
Interest Expense - 11/1	\$53,192	\$53,192	\$53,192	\$0
Special Call - 11/1	\$0	\$0	\$5,000	(\$5,000)
Interest Expense - 5/1	\$53,192	\$53,192	\$53,056	\$136
Principal Expense - 5/1	\$65,000	\$65,000	\$70,000	(\$5,000)
<b>TOTAL EXPENDITURES</b>	<b><u>\$171,384</u></b>	<b><u>\$171,384</u></b>	<b><u>\$181,248</u></b>	<b><u>(\$9,864)</u></b>
Excess (deficiency) of revenues over (under) expenditures	<u>\$2,617</u>	<u>\$2,617</u>	<u>(\$6,736)</u>	<u>(\$9,353)</u>
<b>NET CHANGE IN FUND BALANCE</b>	<b><u>\$2,617</u></b>	<b><u>\$2,617</u></b>	<b><u>(\$6,736)</u></b>	<b><u>(\$9,353)</u></b>
FUND BALANCE - Beginning	\$63,176		\$156,885	
FUND BALANCE - Ending	<u>\$65,793</u>		<u>\$150,149</u>	

**Rolling Hills**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**DEBT SERVICE FUND 2015 A-2, 2015B**  
Statement of Revenues, Expenditures and Changes in Fund Balance  
For the Period Ended June 30, 2020

DESCRIPTION	ADOPTED BUDGET FY 2020	PRORATED BUDGET THRU 06/30/20	ACTUAL THRU 06/30/20	VARIANCE
<b>REVENUES:</b>				
Assessments	\$136,800	\$136,800	\$137,075	\$275
Interest Income	\$0	\$0	\$149	\$149
<b>TOTAL REVENUES</b>	<b>\$136,800</b>	<b>\$136,800</b>	<b>\$137,224</b>	<b>\$424</b>
<b>EXPENDITURES:</b>				
<b>Series 2015 A-2</b>				
Interest Expense 11/1	\$42,150	\$42,150	\$42,150	\$0
Special Call - 11/1	\$0	\$0	\$5,000	(\$5,000)
Principal Expense 5/1	\$50,000	\$50,000	\$50,000	\$0
Interest Expense 5/1	\$42,150	\$42,150	\$42,013	\$138
Special Call - 5/1	\$0	\$0	\$5,000	(\$5,000)
<b>TOTAL EXPENDITURES</b>	<b>\$134,300</b>	<b>\$134,300</b>	<b>\$144,163</b>	<b>(\$9,863)</b>
Excess (deficiency) of revenues over (under) expenditures	<b>\$2,500</b>	<b>\$2,500</b>	<b>(\$6,939)</b>	<b>(\$9,439)</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>\$2,500</b>	<b>\$2,500</b>	<b>(\$6,939)</b>	<b>(\$9,439)</b>
FUND BALANCE - Beginning	\$49,868		\$149,874	
FUND BALANCE - Ending	<u>\$52,368</u>		<u>\$142,935</u>	

**Rolling Hills**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**DEBT SERVICE FUND 2015 A-3**  
Statement of Revenues, Expenditures and Changes in Fund Balance  
For the Period Ended June 30, 2020

DESCRIPTION	ADOPTED BUDGET FY 2020	PRORATED BUDGET THRU 06/30/20	ACTUAL THRU 06/30/20	VARIANCE
<b><u>REVENUES:</u></b>				
Assessment - Tax Roll	\$41,481	\$41,481	\$41,563	\$82
Assessment - Direct	\$302,118	\$211,482	\$211,492	\$10
Interest Income	\$0	\$0	\$83	\$83
<b>TOTAL REVENUES</b>	<b><u>\$343,599</u></b>	<b><u>\$252,963</u></b>	<b><u>\$253,138</u></b>	<b><u>\$175</u></b>
<b><u>EXPENDITURES:</u></b>				
Interest Expense - 11/1	\$119,763	\$119,763	\$119,763	\$0
Principal Expense - 5/1	\$105,000	\$105,000	\$105,000	\$0
Interest Expense - 5/1	\$119,763	\$119,763	\$119,763	\$0
<b>TOTAL EXPENDITURES</b>	<b><u>\$344,525</u></b>	<b><u>\$344,525</u></b>	<b><u>\$344,525</u></b>	<b><u>\$0</u></b>
Excess (deficiency) of revenues over (under) expenditures	<u>(\$926)</u>	<u>(\$91,562)</u>	<u>(\$91,387)</u>	<u>\$175</u>
<b>NET CHANGE IN FUND BALANCE</b>	<b><u>(\$926)</u></b>	<b><u>(\$91,562)</u></b>	<b><u>(\$91,387)</u></b>	<b><u>\$175</u></b>
FUND BALANCE - Beginning	\$127,544		\$182,124	
FUND BALANCE - Ending	<u>\$126,618</u>		<u>\$90,737</u>	

# ROLLING HILLS

## COMMUNITY DEVELOPMENT DISTRICT

### Long Term Debt Report

Bond Issue:		<b><u>Series 2015 A-1 Capital Improvement Refunding Bonds</u></b>
Original Issue Amount:		\$2,500,000
Interest Rate:		5.45%
Maturity Date:		May 1, 2037
Bonds outstanding -	12/10/2015	\$2,500,000
Less:	5/1/16	(\$65,000)
	8/1/16	(\$30,000)
	11/1/16	(\$130,000)
	2/1/17	(\$10,000)
	5/1/17	(\$60,000)
	5/1/17	(\$65,000)
	8/1/17	(\$30,000)
	5/1/18	(\$60,000)
	11/1/18	(\$5,000)
	5/1/19	(\$65,000)
	11/1/19	(\$5,000)
	5/1/20	(\$70,000)
Current Bonds Outstanding:		<b><u>\$1,905,000</u></b>

Bond Issue:		<b><u>Series 2015 A-2 Capital Improvement Refunding Bonds</u></b>
Original Issue Amount:		\$1,930,000
Interest Rate:		5.44%
Bonds outstanding -	12/10/2015	\$1,930,000
Less:	5/1/17	(\$50,000)
	2/1/18	(\$5,000)
	5/1/18	(\$55,000)
	5/1/18	(\$170,000)
	5/1/19	(\$45,000)
	11/1/19	(\$5,000)
	5/1/20	(\$55,000)
Current Bonds Outstanding:		<b><u>\$1,545,000</u></b>

Bond Issue:		<b><u>Series 2015 A-3 Capital Improvement Refunding Bonds</u></b>
Original Issue Amount:		\$3,850,000
Interest Rate:		6.70%
Maturity Date:		May 1, 2037
Bonds outstanding -	12/10/2015	\$3,850,000
Less:	5/1/17	(\$85,000)
	5/1/18	(\$90,000)
	5/1/19	(\$100,000)
	5/1/20	(\$105,000) *Tapped Reserve
Current Bonds Outstanding:		<b><u>\$3,575,000</u></b>

**Rolling Hills**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**GENERAL FUND**  
Statement of Revenues & Expenditures  
For The Year Ending  
September 30, 2020

ADOPTED BUDGET	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Total
<b>REVENUES:</b>													
Assessments - Platted Lots (Tax Roll)	\$348,975	\$0	\$32,735	\$305,534	\$5,107	\$307	\$1,083	\$1,233	\$0	\$191	\$0	\$0	\$0 \$346,190
Assessments - Platted Lots (Direct)	\$269,409	\$0	\$0	\$0	\$67,352	\$0	\$0	\$0	\$67,352	\$67,352	\$0	\$0	\$0 \$202,057
Assessments - Planned Lots (Direct)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0 \$0
Swim & Tennis Revenue	\$800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0 \$0
Facility Rental Revenue	\$3,500	\$725	\$300	\$500	\$0	\$150	\$150	\$0	\$75	\$0	\$0	\$0	\$0 \$1,900
Non-Resident Memberships	\$1,980	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0 \$0
<b>TOTAL REVENUES</b>	<b>\$624,664</b>	<b>\$725</b>	<b>\$33,035</b>	<b>\$306,034</b>	<b>\$72,459</b>	<b>\$457</b>	<b>\$1,233</b>	<b>\$1,233</b>	<b>\$67,427</b>	<b>\$67,543</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0 \$550,146</b>

**EXPENDITURES:**

**ADMINISTRATIVE:**

Supervisor Fees	\$6,000	\$600	\$0	\$0	\$400	\$400	\$0	\$0	\$1,000	\$0	\$0	\$0	\$0 \$2,400
FICA Taxes	\$459	\$46	\$0	\$0	\$31	\$31	\$0	\$0	\$77	\$0	\$0	\$0	\$0 \$184
Engineering	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0 \$0
Arbitrage	\$1,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,200	\$0	\$0	\$0	\$0 \$1,200
Dissemination Agent	\$3,500	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$0	\$0	\$0 \$2,625
Assessment Roll	\$5,000	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0 \$5,000
Attorney Fees	\$22,500	\$591	\$0	\$71	\$242	\$0	\$812	\$1,957	\$2,587	\$0	\$0	\$0	\$0 \$6,260
Annual Audit	\$3,800	\$0	\$0	\$0	\$0	\$3,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0 \$3,800
Trustee	\$8,081	\$0	\$0	\$0	\$0	\$8,081	\$0	\$0	\$0	\$0	\$0	\$0	\$0 \$8,081
Management Fees	\$40,000	\$3,333	\$3,333	\$3,333	\$3,333	\$3,333	\$3,333	\$3,333	\$3,333	\$3,333	\$0	\$0	\$0 \$30,000
Travel & Per Diem	\$100	\$45	\$0	\$0	\$0	\$36	\$0	\$0	\$0	\$0	\$0	\$0	\$0 \$82
Computer Time	\$1,000	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$0	\$0	\$0 \$750
Telephone	\$150	\$0	\$0	\$16	\$0	\$0	\$0	\$21	\$0	\$0	\$0	\$0	\$0 \$37
Postage	\$500	\$12	\$1	\$8	\$30	\$10	\$23	\$11	\$0	\$129	\$0	\$0	\$0 \$222
Printing & Binding	\$1,250	\$39	\$168	\$24	\$13	\$33	\$322	\$15	\$24	\$126	\$0	\$0	\$0 \$765
Insurance	\$8,427	\$8,227	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0 \$8,227
Legal Advertising	\$1,000	\$0	\$0	\$0	\$65	\$151	\$0	\$204	\$196	\$0	\$0	\$0	\$0 \$616
Other Current Charges	\$1,500	\$261	\$62	\$59	\$62	\$43	\$237	\$37	\$58	\$154	\$0	\$0	\$0 \$974
Website Compliance	\$2,500	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$0	\$0	\$0 \$1,875
Office Supplies	\$100	\$0	\$15	\$0	\$0	\$61	\$15	\$18	\$0	\$15	\$0	\$0	\$0 \$124
Dues, Licenses & Subscriptions	\$175	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0 \$175
<b>ADMINISTRATIVE EXPENDITURES</b>	<b>\$117,242</b>	<b>\$18,912</b>	<b>\$4,163</b>	<b>\$4,095</b>	<b>\$4,760</b>	<b>\$16,563</b>	<b>\$5,324</b>	<b>\$6,180</b>	<b>\$9,058</b>	<b>\$4,341</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0 \$73,396</b>

**FIELD**

Operations Management	\$20,500	\$1,708	\$1,708	\$1,708	\$1,708	\$1,708	\$1,708	\$1,708	\$1,708	\$1,708	\$0	\$0	\$0 \$15,375
Utilities - Irrigation & Streetlights	\$35,000	\$3,678	\$2,362	\$2,410	\$2,075	\$2,021	\$1,944	\$2,095	\$4,103	\$2,007	\$0	\$0	\$0 \$22,696
Landscape	\$73,000	\$6,052	\$6,052	\$6,052	\$6,052	\$6,052	\$6,052	\$6,052	\$6,082	\$6,052	\$0	\$0	\$0 \$54,496
Landscape - Contingency	\$6,800	\$3,374	\$0	\$0	\$0	\$0	\$0	\$2,137	\$0	\$0	\$0	\$0	\$0 \$5,511
Lake Maintenance	\$4,800	\$400	\$400	\$400	\$400	\$400	\$420	\$420	\$420	\$420	\$0	\$0	\$0 \$3,680
Irrigation Repairs	\$7,500	\$0	\$0	\$0	\$0	\$0	\$0	\$920	\$1,851	\$0	\$0	\$0	\$0 \$2,771
Repairs & Maintenance	\$40,000	\$2,942	\$6,148	\$2,495	\$973	\$2,777	\$0	\$4,369	\$1,995	\$0	\$0	\$0	\$0 \$21,699
Mulch	\$13,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,530	\$0	\$0	\$0 \$10,530
Miscellaneous	\$1,264	\$0	\$0	\$-41	\$0	\$0	\$0	\$0	\$4,341	\$0	\$0	\$0	\$0 \$4,300
<b>FIELD EXPENDITURES</b>	<b>\$202,364</b>	<b>\$18,154</b>	<b>\$16,670</b>	<b>\$13,024</b>	<b>\$11,208</b>	<b>\$12,958</b>	<b>\$10,124</b>	<b>\$17,702</b>	<b>\$20,500</b>	<b>\$20,717</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0 \$141,058</b>

**Rolling Hills**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**GENERAL FUND**  
Statement of Revenues & Expenditures  
For The Year Ending  
September 30, 2020

	ADOPTED BUDGET	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Total
<b><u>SWIM &amp; TENNIS</u></b>														
Facility Maintenance	\$53,533	\$4,461	\$4,461	\$4,461	\$4,461	\$4,461	\$4,461	\$4,461	\$4,461	\$4,461	\$0	\$0	\$0	\$40,150
Security	\$15,000	\$1,160	\$1,185	\$1,380	\$885	\$1,045	\$1,045	\$1,095	\$975	\$1,050	\$0	\$0	\$0	\$9,820
Recreation Passes	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Pool Attendants	\$35,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$686	\$574	\$0	\$0	\$0	\$1,260
Pool Maintenance	\$13,650	\$1,138	\$1,138	\$1,138	\$1,138	\$1,138	\$1,138	\$1,138	\$1,138	\$1,138	\$0	\$0	\$0	\$10,238
Pool Chemicals	\$9,000	\$936	\$272	\$437	\$557	\$1,196	\$694	\$1,079	\$1,186	\$1,718	\$0	\$0	\$0	\$8,073
Permit	\$375	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$375	\$0	\$0	\$0	\$0	\$375
Janitorial	\$12,840	\$1,070	\$1,070	\$1,070	\$1,070	\$1,070	\$1,070	\$1,070	\$1,070	\$1,070	\$0	\$0	\$0	\$9,630
Insurance	\$23,121	\$22,681	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22,681
Utilities	\$45,000	\$3,647	\$2,732	\$2,489	\$3,254	\$3,449	\$3,401	\$2,872	\$3,108	\$3,797	\$0	\$0	\$0	\$28,748
Refuse Service	\$8,300	\$1,033	\$1,044	\$1,045	\$1,045	\$1,050	\$1,045	\$1,020	\$1,009	\$1,003	\$0	\$0	\$0	\$9,295
Operating Supplies	\$6,000	\$500	\$500	\$626	\$218	\$145	\$0	\$904	\$518	\$0	\$0	\$0	\$0	\$3,412
Repairs & Maintenance	\$40,000	\$1,550	\$6,438	\$2,743	\$12,821	\$2,640	\$1,304	\$5,955	\$1,901	\$290	\$0	\$0	\$0	\$35,641
Special Events	\$4,000	\$932	\$0	\$915	\$0	\$278	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,125
Capital Reserves	\$38,239	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>SWIM &amp; TENNIS EXPENDITURES</b>	<b>\$305,058</b>	<b>\$39,108</b>	<b>\$18,839</b>	<b>\$16,304</b>	<b>\$25,449</b>	<b>\$16,471</b>	<b>\$14,158</b>	<b>\$19,593</b>	<b>\$16,427</b>	<b>\$15,100</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$181,448</b>
<b>TOTAL EXPENSES</b>	<b>\$624,664</b>	<b>\$76,173</b>	<b>\$39,672</b>	<b>\$33,423</b>	<b>\$41,417</b>	<b>\$45,992</b>	<b>\$29,806</b>	<b>\$43,475</b>	<b>\$45,985</b>	<b>\$40,158</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$395,902</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$0</b>	<b>(\$75,448)</b>	<b>(\$6,637)</b>	<b>\$272,611</b>	<b>\$31,042</b>	<b>(\$45,535)</b>	<b>(\$28,373)</b>	<b>(\$42,242)</b>	<b>\$21,443</b>	<b>\$27,384</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$154,244</b>

*B.*

**ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT**  
**Fiscal Year 2020 Assessments Receipts Summary**

ASSESSED	# O&M UNITS ASSESSED	SERIES 2015A-1 DEBT ASSESSED	SERIES 2015A-2 DEBT ASSESSED	SERIES 2015A-3 DEBT ASSESSED	FY20 O&M ASSESSED	TOTAL ASSESSED
CBCP LANDCO PH3	386	-	-	302,117.54	269,408.70	571,526.24
TOTAL DIRECT INVOICES (1) (2)	386	-	-	302,117.54	269,408.70	571,526.24
ASSESSED REVENUE TAX ROLL	375	174,000.58	136,800.46	41,480.02	348,975.00	701,256.05
TOTAL ASSESSED	761	174,000.58	136,800.46	343,597.56	618,383.70	1,272,782.29

DUE / RECEIVED	BALANCE DUE	SERIES 2015A-1 DEBT RECEIVED	SERIES 2015A-2 DEBT RECEIVED	SERIES 2015A-3 DEBT RECEIVED	O&M RECEIVED	TOTAL RECEIVED
CBCP LANDCO PH3	225,329.60	-	-	211,492.28	134,704.36	346,196.64
TOTAL DIRECT RECEIVED	225,329.60	-	-	211,492.28	134,704.36	346,196.64
TAX ROLL DUE / RECEIVED	(1,406.58)	174,349.57	137,074.85	41,563.22	349,674.99	702,662.63
TOTAL DUE / RECEIVED	223,923.02	174,349.57	137,074.85	253,055.50	484,379.35	1,048,859.27

(1) A-3 Direct Assessments are due: 35% due 12/1/19, 4/1/20 and 30% due 9/1/20

(2) O&M is due 25% by 10/1/19, 1/1/20, 4/1/20, 7/1/20

SUMMARY OF TAX ROLL RECEIPTS						
CLAY COUNTY DISTRIBUTION	DATE RECEIVED	SERIES 2015A-1 DEBT RECEIVED	SERIES 2015A-2 DEBT RECEIVED	SERIES 2015A-3 DEBT RECEIVED	O&M RECEIVED	TOTAL RECEIVED
1	11/13/2019	2,048.39	1,610.45	488.31	4,108.24	8,255.39
2	11/21/2019	14,273.30	11,221.77	3,402.61	28,626.50	57,524.18
3	12/11/2019	152,340.84	119,771.42	36,316.55	305,534.31	613,963.12
4	12/18/2019	2,546.34	2,001.95	607.02	5,106.95	10,262.26
5	1/22/2020	89.52	70.38	21.34	179.56	360.80
6	2/21/2020	63.50	49.93	15.14	127.36	255.93
7	3/17/2020	540.13	424.66	128.76	1,083.29	2,176.84
8	4/17/2020	614.66	483.25	146.53	1,232.75	2,477.19
9	5/14/2020	-	-	-	-	-
10	6/11/2020	95.06	74.74	22.66	190.66	383.12
TAX CERTIFICATES	6/25/2020	1,737.83	1,366.30	414.28	3,485.39	7,003.80
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
TOTAL RECEIVED TAX ROLL		174,349.57	137,074.85	41,563.22	349,674.99	702,662.63

PERCENT COLLECTED	2015A-1	2015A-2	2015A-3	O&M	TOTAL
% COLLECTED DIRECT BILL	0.00%	0.00%	70.00%	50.00%	60.57%
% COLLECTED TAX ROLL	100.20%	100.20%	100.20%	100.20%	100.20%
TOTAL PERCENT COLLECTED	100.20%	100.20%	73.65%	78.33%	82.41%

*C.*

# ROLLING HILLS

## Community Development District

### Summary of Invoices

August 11, 2020

Fund	Date	Check No.s	Amount
General Fund	5/1-5/31	2240-2266	\$ 34,665.13
	6/1-6/30	2267-2281	\$ 32,983.48
Total			\$ 67,648.61

\*\*FedEx invoices are available upon request

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
5/08/20	00026	5/07/20 SSI09591	202004 330-57200-34500		*	240.00	
		APR 20 - SECURITY		CLAY COUNTY SHERIFFS OFFICE			240.00 002240
5/08/20	00027	4/24/20 7182249	202004 320-53800-43000		*	36.00	
		2404-1 ROLLING VIEW BLVD			*	2,013.00	
		4/24/20 7751951	202004 330-57200-43000		*	27.00	
		3212 BRADLEY CREEK PKWY			*	28.00	
		4/24/20 7755259	202004 320-53800-43000		*	68.00	
		3236-1 BRADLEY CREEK DR			*		
		4/24/20 7755275	202004 320-53800-43000		*		
		3314-1 RIDGEVIEW DR			*		
		4/24/20 7755283	202004 320-53800-43000		*		
		2448 ROLLING VIEW BLVD		CLAY ELECTRIC COOPERATIVE, INC			2,172.00 002241
5/08/20	00097	5/06/20 050620	202005 330-57200-34500		*	120.00	
		SECURITY SVC		JEFFREY DEESE			120.00 002242
5/08/20	00121	4/28/20 042820	202004 330-57200-34500		*	90.00	
		SECURITY SVC			*	105.00	
		5/04/20 050420	202005 330-57200-34500		*		
		SECURITY SVC		JOHN R. DRURY			195.00 002243
5/08/20	00003	5/01/20 203	202005 310-51300-34000		*	3,333.33	
		MAY 20 - MGMT FEES			*	208.33	
		5/01/20 203	202005 310-51300-35101		*	83.33	
		MAY 20 - WEBSITE ADMIN			*	291.67	
		5/01/20 203	202005 310-51300-35100		*	23.70	
		MAY 20 - IT			*		
		5/01/20 203	202005 310-51300-31300		*		
		MAY 20 - DISSEMINATION			*		
		5/01/20 203	202005 310-51300-42500		*		
		MAY 20 - COPIES		GOVERNMENTAL MANAGEMENT SERVICES			3,940.36 002244
5/08/20	00096	4/21/20 4701897	202004 330-57200-52100		*	424.50	
		ULTRA-CHLOR		HAWKINS, INC.			424.50 002245
5/08/20	00005	3/31/20 114513	202003 310-51300-31500		*	811.50	
		MAR 20 - GENERAL COUNSEL		HOPPING GREEN & SAMS			811.50 002246
				ROLL ROLLING HILLS PPWERS			

CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	.... #
5/08/20	00060	5/01/20	321	202005	330	57200	46100			*	1,070.00		
			MAY 20 - JANITORIAL SVCS										
		5/01/20	321	202005	330	57200	46700			*	1,137.50		
			MAY 20 - POOL MAINTENANCE										
		5/01/20	321	202005	320	53800	34000			*	1,708.33		
			MAY 20 - CONTRACT ADMIN										
		5/01/20	321	202005	330	57200	34000			*	4,461.08		
			MAY 20 - FACILITY MGMT										
									RIVERSIDE MANAGEMENT SERVICES, INC.			8,376.91	002247
5/08/20	00055	4/27/20	9431481-	202005	330	57200	34300			*	1,008.63		
			MAY 20 - REFUSE SERVICE										
									WASTE MANAGEMENT INC. OF FLORIDA			1,008.63	002248
5/08/20	00038	4/30/20	111617	202004	330	57200	44000			*	104.26		
			TANK RENTAL										
									WILFORD PROPANE GAS CO., INC.			104.26	002249
5/21/20	00040	6/01/20	146679	202005	320	53800	46300			*	478.00		
			ANNUAL RENEWAL PEST CTRL										
									B&B EXTERMINATING CO., INC.			478.00	002250
5/21/20	00016	5/06/20	244868	202004	320	53800	43100			*	128.81		
			3212-1 BRADLEY CRK RECLAM										
		5/06/20	244869	202004	320	53800	43100			*	759.98		
			3212-2 BRADLEY CRK RECLAM										
		5/06/20	253042	202004	320	53800	43100			*	916.44		
			3212-3 BRADLEY CRK IRR										
		5/06/20	256584	202004	320	53800	43100			*	131.18		
			3215-2 BRADLEY CRK RECLAM										
		5/06/20	260347	202004	330	57200	43100			*	285.90		
			3212-4 BRADLEY CREEK PKWY										
									CLAY COUNTY UTILITY AUTHORITY			2,222.31	002251
5/21/20	00053	4/27/20	311368	202004	310	51300	48000			*	65.00		
			NOTICE OF RULE DEV										
		4/27/20	311369	202004	310	51300	48000			*	139.00		
			NOTICE OF RULE DEV										
		5/04/20	311621	202005	310	51300	48000			*	108.00		
			NOTICE OF MEETING										
									CLAY TODAY			312.00	002252
5/21/20	00061	5/04/20	84957412	202004	330	57200	41500			*	291		

AP300R

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER

RUN 7/24/20

PAGE 3

\*\*\* CHECK DATES 05/01/2020 - 05/31/2020 \*\*\*

ROLLING HILLS GENERAL FUND  
BANK A ROLLING HILLS GF

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
5/21/20	00097	5/11/20 051120	202005 330-57200-34500	SECURITY	*	120.00	
				JEFFREY DEESE			120.00 002254
5/21/20	00121	5/18/20 051820	202005 330-57200-34500	SECURITY	*	105.00	
				JOHN R. DRURY			105.00 002255
5/21/20	00131	5/07/20 10-60-00	202005 330-57200-54000	220 POOL PERMIT	*	250.00	
		5/07/20 10-60-00	202005 330-57200-54000	2020 WATER ACTIVITY POOL	*	125.00	
		5/07/20 10-60-00	202005 330-57200-54000	220 POOL PERMIT	V	250.00-	
		5/07/20 10-60-00	202005 330-57200-54000	2020 WATER ACTIVITY POOL	V	125.00-	
				FLORIDA DEPARTMENT OF STATE			.00 002256
5/21/20	00096	3/24/20 4685738	202003 330-57200-52100	ULTRA-CHLOR	*	342.00	
		5/05/20 4709911	202005 330-57200-52100	ULTRA CHLOR	*	342.00	
				HAWKINS, INC.			684.00 002257
5/21/20	00139	5/14/20 RENTAL R	202005 300-36200-10000	REFUND OF RENTAL FEE	*	50.00	
				AUNDREA JOHNSON			50.00 002258
5/21/20	00057	5/01/20 501584	202005 320-53800-46400	MAY 20 - WATER MGMT SVC	*	420.00	
				THE LAKE DOCTORS, INC.			420.00 002259
5/21/20	00140	5/14/20 RENTAL R	202005 300-36200-10000	REFUND OF RENTAL FEE	*	50.00	
				APRIL THORNTON			50.00 002260
5/21/20	00124	5/05/20 110458	202005 320-53800-49000	JUNIPER REMOVAL & PLANTS	*	1,719.48	
		5/11/20 112298	202005 320-53800-49000	SOD INSTALLATION	*	2,144.00	
				YELLOWSTONE LANDSCAPE			3,863.48 002261
5/21/20	00113	5/07/20 10-60-00	202005 330-57200-54000	220 POOL PERMIT	*	250.00	
		5/07/20 10-60-00	202005 330-57200-54000	2020 WATER ACTIVITY POOL	*	125.00	
				FLORIDA DEPARTMENT OF HEALTH			375.00 002262

ROLL ROLLING HILLS PPOWERS

[illegible]

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK... AMOUNT	#
5/28/20	00097	5/22/20	052220	202005 330-57200-34500			*	120.00		
			SECURITY							
		5/26/20	052620	202005 330-57200-34500			*	120.00		
			SECURITY							
						JEFFREY DEESE			240.00	002263
5/28/20	00081	8/11/20	476919	202005 330-57200-46000			*	350.00		
			QUARTERLY PEST CONTROL							
						ORANGE ENVIRONMENTAL SERVICES			350.00	002264
5/28/20	00060	5/18/20	323	202004 330-57200-46000			*	2,585.56		
			APR 20 - FACILITY MAINT							
		5/18/20	323	202004 320-53800-46000			*	2,585.55		
			APR 20 - REPAIRS & MAINT							
		5/18/20	323	202004 330-57200-52000			*	373.90		
			APR 20 - JANITORIAL SUPP							
		5/18/20	323	202004 330-57200-52000			*	314.83		
			APR 20 - OP SUPPLIES							
						RIVERSIDE MANAGEMENT SERVICES, INC.			5,859.84	002265
5/28/20	00124	5/27/20	115594	202005 320-53800-46500			*	1,851.00		
			MASTER VALVE INSTALL							
						YELLOWSTONE LANDSCAPE			1,851.00	002266
						TOTAL FOR BANK A		34,665.13		
						TOTAL FOR REGISTER		34,665.13		

ROLL ROLLING HILLS PPOWERS

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
6/12/20	00069	3/11/20 150214	202003 330-57200-46000		SOFTWARE & FIRMWARE UPDAT	*	185.00	
					ATLANTIC COMPANIES			185.00 002267
6/12/20	00016	5/31/20 MAY 20	202005 320-53800-43100			*	2,018.48	
		MAY 20 - WATR				*	330.42	
		5/31/20 MAY 20	202005 330-57200-43100					
		MAY 20 - WATR			CLAY COUNTY UTILITY AUTHORITY			2,348.90 002268
6/12/20	00027	5/31/20 MAY 20	202005 320-53800-43000			*	2,084.20	
		MAY 30 - ELECTRIC				*	2,678.00	
		5/31/20 MAY 20	202005 330-57200-43000					
		MAY 30 - ELECTRIC			CLAY ELECTRIC COOPERATIVE, INC			4,762.20 002269
6/12/20	00053	3/05/20 309214	202003 310-51300-48000		NOTICE OF RULE DEV	*	87.75	
					CLAY TODAY			87.75 002270
6/12/20	00061	6/04/20 84957412	202006 330-57200-41500			*	281.34	
		JUN 20 - INTERNET./TV			COMCAST			281.34 002271
6/12/20	00097	6/07/20 060720	202006 330-57200-34500			*	120.00	
		SECURITY				*	120.00	
		6/10/20 061020	202006 330-57200-34500					
		SECURITY			JEFFREY DEESE			240.00 002272
6/12/20	00121	5/29/20 052920	202005 330-57200-34500			*	120.00	
		SECURITY				*	105.00	
		6/01/20 060120	202006 330-57200-34500					
		SECURITY			JOHN R. DRURY			225.00 002273
6/12/20	00003	6/01/20 204	202006 310-51300-34000			*	3,333.33	
		JUN 20 - MGMT FEES				*	208.33	
		6/01/20 204	202006 310-51300-35101			*	83.33	
		JUN 20 - WEBSITE ADMIN				*	291.67	
		6/01/20 204	202006 310-51300-35100			*	15.00	
		JUN 20 - IT				*		
		6/01/20 204	202006 310-51300-31300			*		
		JUN 20 - DISSEMINATION				*		
		6/01/20 204	202006 310-51300-51000			*		
		JUN 20 - SUPPLIES						

ROLL ROLLING HILLS PPOWERS

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		6/01/20 204	202006 310-51300-42000		*	129.06	
		JUN 20 - POSTAGE			*	126.45	
		6/01/20 204	202006 310-51300-42500		*		
		JUN 20 - COPIES					
				GOVERNMENTAL MANAGEMENT SERVICES			4,187.17 002274
6/12/20 00012		5/27/20 19700	202005 310-51300-31200		*	600.00	
		ARBITRAGE 2015A2			*	600.00	
		5/27/20 19701	202005 310-51300-31200		*		
		ARBITRAGE - 2015A1					1,200.00 002275
				GRAU AND ASSOCIATES			
6/12/20 00096		5/19/20 4717292	202005 330-57200-52100		*	844.49	
		CHEMICALS			*	514.50	
		6/01/20 4724966	202006 330-57200-52100		*		
		ULTRA-CHLOR			*	342.00	
		6/09/20 4730200	202006 330-57200-52100		*		
		ULTRA-CHLOR					1,700.99 002276
				HAWKINS, INC.			
6/12/20 00005		4/30/20 115001	202004 310-51300-31500		*	1,197.00	
		APR 20 - GENERAL COUNSEL					1,197.00 002277
				HOPPING GREEN & SAMS			
6/12/20 00057		6/01/20 507782	202006 320-53800-46400		*	420.00	
		JUN 20 - LAKE MAINTENANCE					420.00 002278
				THE LAKE DOCTORS, INC.			
6/12/20 00060		6/01/20 324	202006 330-57200-46100		*	1,070.00	
		JUN 20 - JANITORIAL SVCS			*	1,137.50	
		6/01/20 324	202006 330-57200-46700		*		
		JUN 20 - POOL MAINTENANCE			*	1,708.33	
		6/01/20 324	202006 320-53800-34000		*		
		JUN 20 - CONTRACT ADMIN			*	4,461.08	
		6/01/20 324	202006 330-57200-34000		*		
		JUN 20 - FACILITY MGMT			*	686.40	
		6/09/20 325	202005 330-57200-34200		*		
		MAY 20 - DECK MONITOR					9,063.31 002279
				RIVERSIDE MANAGEMENT SERVICES, INC.			
6/12/20 00055		5/22/20 9435392	202006 330-57200-34300		*	1,003.02	
		JUN 20 - REFUSE SERVICE					1,003.02 002280
				WASTE MANAGEMENT INC. OF FLORIDA			
6/12/20 00124		5/31/20 120823	202005 320-53800-46200		*	6,081.80	
		MAY 20 - LANDSCAPE MAINT					6,081.80 002281
				YELLOWSTONE LANDSCAPE			
				TOTAL FOR BANK A		32,983.48	
				ROLL ROLLING HILLS PPOWERS			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
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ROLL ROLLING HILLS PPOWERS



Remit To: Clay County Sheriff's Office  
PO Box 548/901 N. Orange Ave  
Green Cove Springs, FL 32043  
(904) 284-7575

Invoice Number: SSI09591  
Invoice Date: 5/7/2020  
Page: 1

Attn: Fiscal - Accounts Receivable

Bill  
To: ROLLING HILLS CDD  
3212 BRADLEY CREEK PKWY  
GREEN COVE SPRINGS, FL 32043  
PATTI POWERS

Ship  
To: ROLLING HILLS CDD  
3212 BRADLEY CREEK PKWY  
GREEN COVE SPRINGS, FL 32043  
PATTI POWERS

Due Date 5/22/2020  
Terms Net 15 Days

Customer ID C0000125  
P.O. Number  
P.O. Date 5/7/2020  
Our Order No  
SalesPerson

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
Fees-2nd Employment Admin Fee-APRIL 2020		28	28	5.00	140.00
Fees-2nd Employment Scheduling		4	4	25.00	100.00

26

Amount Subject to Sales Tax US0  
Amount Exempt from Sales Tax 240.00

Subtotal: 240.00  
Invoice Discount: 0.00  
Tax: 0.00  
Total USD: 240.00

ROLLING HILLS VENTURES, LLC.	4/4/2020	7321	DRURY, JOHN R.	4.00
ROLLING HILLS VENTURES, LLC.	4/6/2020	7321	DRURY, JOHN R.	4.00
ROLLING HILLS VENTURES, LLC.	4/13/2020	6497	DEESE, JEFFREY A	4.00
ROLLING HILLS VENTURES, LLC.	4/17/2020	7321	DRURY, JOHN R.	4.00
ROLLING HILLS VENTURES, LLC.	4/20/2020	7321	DRURY, JOHN R.	4.00
ROLLING HILLS VENTURES, LLC.	4/26/2020	6497	DEESE, JEFFREY A	4.00
ROLLING HILLS VENTURES, LLC.	4/28/2020	7321	DRURY, JOHN R.	4.00
				28.00



**Clay Electric Cooperative, Inc.**  
 Orange Park District  
 734 Blanding Blvd  
 Orange Park FL 32065-5798  
 904-272-2456 (800)224-4917

Statement Date: 04/24/2020

Trustee Dist 06

Web Address  
 clayelectric.com

Automated Outage Reporting Line: (888) 434-9844

Account	Name	Service Address	Meter No	Multiplier
*7182249	ROLLING HILLS VENTURE LLC	2404 ROLLING VIEW BLVD # 1	151840010	1

Rate - GS	From	To	Approx Next Read Date	Previous	Present	KWH	Days	Daily KWH
GS Non-Demand	03/23/2020	04/21/2020	05/21/20	1949	2066 Apr 2019	117 135	29 28	4 5

Previous Statement Balance

42.00

04/06/2020 Payment Received - Thank You

42.00CR

Previous Balance

\$ 0.00

Current Charges Billed 04/24/2020

Energy

9.51

Access Charge

23.00

Power Cost Adjustment -.01073 X 117 KWH

1.26CR

FLA Gross Receipts Tax

0.80

Florida State Sales Tax

2.23

Clay Co Public Ser Utility Tax

1.11

Clay County Sales Tax

0.32

Operation Round Up

0.29

Current Charges Due on 05/15/2020

\$ 36.00

Total Amount Due

\$ 36.00

Non-Taxable Fuel Amount @ .02902/KWH -\$3.40

Government Taxes/Fees are not imposed by Clay Electric

\$ 4.46

Clay Electric is showing Concern for Community by lowering the Power Cost Adjustment for members. This one-time decrease will average 25% in savings for members.

27.32

Payments received after 3 pm will be credited to your account the following business day. Billings not paid in full will incur a late charge of \$5.00 or 5% of the delinquent amount (whichever is greater) that will be added to your account.

▼ Tear Here ▼

When Paying in Person: Bring entire bill with you.

When Paying By Mail: Return this portion with your payment.

**Clay Electric Cooperative, Inc.**

P.O. Box 308

135

Keystone Heights, Florida 32656-0308

Mailing Address Correction: \_\_\_\_\_

911 Emergency Address: \_\_\_\_\_

Account Number	I included an additional amount as a donation to Project Share to help those in need.
*7182249	
Phone Number	
(904) 278-5020	\$
Phone Correction	
Return this coupon with your payment	Payment Amount
	Write Account Number on check and make payable to: Clay Electric Cooperative, Inc.

80030-24A\*2\*135\*\*\*\*\*AUTO\*\*MIXED AADC 350  
 ROLLING HILLS VENTURE LLC  
 5385 N NOB HILL RD  
 SUNRISE FL 33351-4761

Current Charges

\$ 36.00

Due Date 05/15/2020

Total Amount Due

\$ 36.00

07182249

0000036004

00000463

### What is CheckOut?

Use the barcode below while you shop as a fast convenient way to pay your Clay Electric Cooperative bill through the checkout lane at a Dollar General retailer near you. Only cash will be accepted at these locations. To find a location near you, please visit [www.clayelectric.com](http://www.clayelectric.com)

Convenience fee of \$1.95 automatically added at checkout



799366144580006371682131851233



By accepting or using this barcode to make a payment, you agree to the full terms and conditions, available at [www.payithere.com/terms](http://www.payithere.com/terms). After successful payment using this barcode, you may retrieve your full detailed receipt at [www.payithere.com/receipt](http://www.payithere.com/receipt).



**Clay Electric Cooperative, Inc.**  
 Orange Park District  
 734 Blanding Blvd  
 Orange Park FL 32065-5798  
 904-272-2456 (800)224-4917

Statement Date: 04/24/2020

Trustee Dist 06

Web Address  
 clayelectric.com

Automated Outage Reporting Line: (888) 434-9844

Account	Name		Service Address			Meter No	Multiplier	
*7751951	ROLLING HILLS CDD		3212 BRADLEY CREEK PKWY AMENITY CENTER			152192920	80	
Rate - GSD	From	To	Approx Next Read Date	Previous	Present	KWH	Days	Daily KWH
GS Demand	03/23/2020	04/21/2020	05/21/20	3352	3621 Apr 2019	21520 5280	29 29	742 182

Previous Statement Balance

2,837.00

04/06/2020 Payment Received - Thank You

2,837.00CR

Previous Balance

\$ 0.00

Current Charges Billed 04/24/2020

Energy	1,291.20
Access Charge	80.00
Demand 89.760KW X 4.35	390.46
Power Cost Adjustment -.01073 X 21520	230.91CR
Large Outdoor Light	66.67
Small Outdoor Light	102.15
Pole	77.00
FLA Gross Receipts Tax	45.53
Florida State Sales Tax	121.28
Florida State Sales Tax (6%)	4.62
Clay Co Public Ser Utility Tax	46.08
Clay County Sales Tax	18.22
Operation Round Up	0.70

Current Charges Due on 05/15/2020

\$ 2,013.00

Total Amount Due

\$ 2,013.00

Non-Taxable Fuel Amount @ .02902/KWH -\$624.51

Government Taxes/Fees are not imposed by Clay Electric

\$ 235.73

2733

Clay Electric is showing Concern for Community by lowering the Power Cost Adjustment for members. This one-time decrease will average 25% in savings for members.

Payments received after 3 pm will be credited to your account the following business day. Billings not paid in full will incur a late charge of \$5.00 or 5% of the delinquent amount (whichever is greater) that will be added to your account.

▼ Tear Here ▼

When Paying in Person: Bring entire bill with you.

When Paying By Mail: Return this portion with your payment.

**Clay Electric Cooperative, Inc.**

P.O. Box 308

Keystone Heights, Florida 32656-0308

135

Mailing Address Correction:

911 Emergency Address:

Account Number	I included an additional amount as a donation to Project Share to help those in need.
*7751951	
Phone Number	\$
(954) 721-8681	
Phone Correction	Payment Amount
Return this coupon with your payment	Write Account Number on check and make payable to: Clay Electric Cooperative, Inc.

80030-24A\*2\*135\*\*\*\*\*AUTO\*\*MIXED AADC 350  
 ROLLING HILLS CDD  
 5385 N NOB HILL RD  
 SUNRISE FL 33351-4761

Current Charges  
 Due Date 05/15/2020  
 Total Amount Due

\$ 2,013.00

\$ 2,013.00

07751951 0002013001

00000465

### What is CheckOut?

Use the barcode below while you shop as a fast convenient way to pay your Clay Electric Cooperative bill through the checkout lane at a Dollar General retailer near you. Only cash will be accepted at these locations. To find a location near you, please visit [www.clayelectric.com](http://www.clayelectric.com)

Convenience fee of \$1.95 automatically added at checkout



799366144580006371682132059794



By accepting or using this barcode to make a payment, you agree to the full terms and conditions, available at [www.payithere.com/terms](http://www.payithere.com/terms). After successful payment using this barcode, you may retrieve your full detailed receipt at [www.payithere.com/receipt](http://www.payithere.com/receipt).



**Clay Electric Cooperative, Inc.**  
 Orange Park District  
 734 Blanding Blvd  
 Orange Park FL 32065-5798  
 904-272-2456 (800)224-4917

Statement Date: 04/24/2020

Trustee Dist 06

Web Address  
 clayelectric.com

Automated Outage Reporting Line: (888) 434-9844

Account	Name	Service Address	Meter No	Multiplier
7755259	ROLLING HILLS CDD	3236 BRADLEY CREEK PKWY # 1	151839087	1

Rate - GS	From	To	Approx Next Read Date	Previous	Present	KWH	Days	Daily KWH
GS Non-Demand	03/23/2020	04/21/2020	05/21/20	318	318	0	29	
					Apr 2019	26	28	1

Previous Statement Balance

27.00

04/06/2020 Payment Received - Thank You

27.00CR

Previous Balance

\$ 0.00

Current Charges Billed 04/24/2020

Access Charge

23.00

FLA Gross Receipts Tax

0.59

Florida State Sales Tax

1.64

Clay Co Public Ser Utility Tax

0.92

Clay County Sales Tax

0.24

Operation Round Up

0.61

Current Charges Due on 05/15/2020

\$ 27.00

Total Amount Due

\$ 27.00

Government Taxes/Fees are not imposed by Clay Electric

\$ 3.39

Clay Electric is showing Concern for Community by lowering the Power Cost Adjustment for members. This one-time decrease will average 25% in savings for members.

27.32

Payments received after 3 pm will be credited to your account the following business day. Billings not paid in full will incur a late charge of \$5.00 or 5% of the delinquent amount (whichever is greater) that will be added to your account.

▼ Tear Here ▼

When Paying in Person: Bring entire bill with you.

When Paying By Mail: Return this portion with your payment.

**Clay Electric Cooperative, Inc.**

P.O. Box 308

135

Keystone Heights, Florida 32656-0308

Mailing Address Correction: \_\_\_\_\_

911 Emergency Address: \_\_\_\_\_

Account Number	I included an additional amount as a donation to Project Share to help those in need.
7755259	
Phone Number	
(954) 721-8681	\$
Phone Correction	
	Payment Amount
Return this coupon with your payment	Write Account Number on check and make payable to: Clay Electric Cooperative, Inc.

80030-24A\*2\*135\*\*\*\*\*AUTO\*\*MIXED AADC 350  
 ROLLING HILLS CDD  
 5385 N NOB HILL RD  
 SUNRISE FL 33351-4761

Current Charges \$ 27.00  
 Due Date 05/15/2020  
 Total Amount Due \$ 27.00

07755259 0000027003

00000467

### What is CheckOut?

Use the barcode below while you shop as a fast convenient way to pay your Clay Electric Cooperative bill through the checkout lane at a Dollar General retailer near you. Only cash will be accepted at these locations. To find a location near you, please visit [www.clayelectric.com](http://www.clayelectric.com)

Convenience fee of \$1.95 automatically added at checkout



799366144580006371682132061188



By accepting or using this barcode to make a payment, you agree to the full terms and conditions, available at [www.payithere.com/terms](http://www.payithere.com/terms). After successful payment using this barcode, you may retrieve your full detailed receipt at [www.payithere.com/receipt](http://www.payithere.com/receipt).



**Clay Electric Cooperative, Inc.**  
 Orange Park District  
 734 Blanding Blvd  
 Orange Park FL 32065-5798  
 904-272-2456 (800)224-4917

Statement Date: 04/24/2020

Trustee Dist 06

Web Address  
 clayelectric.com

Automated Outage Reporting Line: (888) 434-9844

Account	Name		Service Address			Meter No	Multiplier	
7755275	ROLLING HILLS CDD		3314 RIDGEVIEW DR # 1			152012414	1	
Rate - G5	From	To	Approx Next Read Date	Previous	Present	KWH	Days	Daily KWH
GS Non-Demand	03/23/2020	04/21/2020	05/21/20	158	169 Apr 2019	11 11	29 27	0 0

Previous Statement Balance

28.00

04/06/2020 Payment Received - Thank You

28.00CR

Previous Balance

\$ 0.00

Current Charges Billed 04/24/2020

Energy

0.89

Access Charge

23.00

Power Cost Adjustment -.01073 X 11 KWH

0.12CR

FLA Gross Receipts Tax

0.60

Florida State Sales Tax

1.69

Clay Co Public Ser Utility Tax

0.94

Clay County Sales Tax

0.24

Operation Round Up

0.76

Current Charges Due on 05/15/2020

\$ 28.00

Total Amount Due

\$ 28.00

Non-Taxable Fuel Amount @ .02902/KWH -\$.32

Government Taxes/Fees are not imposed by Clay Electric

\$ 3.47

Clay Electric is showing Concern for Community by lowering the Power Cost Adjustment for members. This one-time decrease will average 25% in savings for members.

27.32

Payments received after 3 pm will be credited to your account the following business day. Billings not paid in full will incur a late charge of \$5.00 or 5% of the delinquent amount (whichever is greater) that will be added to your account.

▼ Tear Here ▼

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When Paying By Mail: Return this portion with your payment.

**Clay Electric Cooperative, Inc.**

P.O. Box 308

135

Keystone Heights, Florida 32656-0308

Mailing Address Correction: \_\_\_\_\_

911 Emergency Address: \_\_\_\_\_

Account Number	I included an additional amount as a donation to Project Share to help those in need.
7755275	
Phone Number	
(954) 721-8681	\$
Phone Correction	
	Payment Amount
Return this coupon with your payment	Write Account Number on check and make payable to: Clay Electric Cooperative, Inc.



80030-24A\*2\*135\*\*\*\*\*AUTO\*\*MIXED AADC 350  
 ROLLING HILLS CDD  
 5385 N NOB HILL RD  
 SUNRISE FL 33351-4761

Current Charges

\$ 28.00

Due Date 05/15/2020

Total Amount Due

\$ 28.00

07755275

0000028001

00000469

### What is CheckOut?

Use the barcode below while you shop as a fast convenient way to pay your Clay Electric Cooperative bill through the checkout lane at a Dollar General retailer near you. Only cash will be accepted at these locations. To find a location near you, please visit [www.clayelectric.com](http://www.clayelectric.com)

Convenience fee of \$1.95 automatically added at checkout



79936614458006371682132061196



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**Clay Electric Cooperative, Inc.**  
 Orange Park District  
 734 Blanding Blvd  
 Orange Park FL 32065-5798  
 904-272-2456 (800)224-4917

Statement Date: 04/24/2020

Trustee Dist 06

Web Address  
 clayelectric.com

Automated Outage Reporting Line: (888) 434-9844

Account	Name		Service Address			Meter No		Multiplier
7755283	ROLLING HILLS CDD		2448 ROLLING VIEW BLVD			151840032		1
Rate - GS	From	To	Approx Next Read Date	Previous	Present	KWH	Days	Daily KWH
GS Non-Demand	03/23/2020	04/20/2020	05/21/20	6974	7492 Apr 2019	518 354	28 28	19 13

Previous Statement Balance

88.00

04/06/2020 Payment Received - Thank You

88.00CR

Previous Balance

\$ 0.00

Current Charges Billed 04/24/2020

Energy

42.11

Access Charge

23.00

Power Cost Adjustment -.01073 X 518 KWH

5.56CR

FLA Gross Receipts Tax

1.53

Florida State Sales Tax

4.25

Clay Co Public Ser Utility Tax

1.78

Clay County Sales Tax

0.61

Operation Round Up

0.28

Current Charges Due on 05/15/2020

\$ 68.00

Total Amount Due

\$ 68.00

Non-Taxable Fuel Amount @ .02902/KWH -\$15.03

Government Taxes/Fees are not imposed by Clay Electric

\$ 8.17

Clay Electric is showing Concern for Community by lowering the Power Cost Adjustment for members. This one-time decrease will average 25% in savings for members.

27.32

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▼ Tear Here ▼

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**Clay Electric Cooperative, Inc.**

P.O. Box 308

135

Keystone Heights, Florida 32656-0308

Mailing Address Correction:

911 Emergency Address:

Account Number	I included an additional amount as a donation to Project Share to help those in need.
7755283	
Phone Number	
(954) 721-8681	\$
Phone Correction	
Return this coupon with your payment	Payment Amount
	Write Account Number on check and make payable to: Clay Electric Cooperative, Inc.



80030-24A\*2\*135\*\*\*\*\*AUTO\*\*MIXED AADC 350  
 ROLLING HILLS CDD  
 5385 N NOB HILL RD  
 SUNRISE FL 33351-4761

Current Charges

\$ 68.00

Due Date 05/15/2020

Total Amount Due

\$ 68.00

07755283

0000068007

00000471

### What is CheckOut?

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Convenience fee of \$1.95 automatically added at checkout



799366144580006371682132061204



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# CCSO OFF-DUTY INVOICE

FOR:  
Property Manager

97

CCSO OFF-DUTY INVOICE

FOR:  
Property Manager

Thank you for your business!

# CCSO OFF-DUTY INVOICE

FOR: \_\_\_\_\_  
Property Manager

Thank you for your business!

**Governmental Management Services, LLC**  
1001 Bradford Way  
Kingston, TN 37763

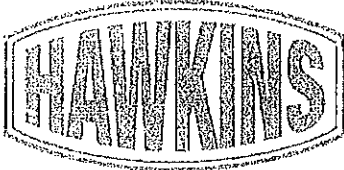
# Invoice

Invoice #: 203  
Invoice Date: 5/1/20  
Due Date: 5/1/20  
Case:  
P.O. Number:

**Bill To:**  
Rolling Hills CDD  
475 West Town Place  
Suite 114  
St. Augustine, FL 32090

Description	Hours/Qty	Rate	Amount
Management Fees - May 2020		3,333.33	3,333.33
Website Administration - May 2020		208.33	208.33
Information Technology - May 2020		83.33	83.33
Dissemination Agent Services - May 2020		291.67	291.67
Copies		23.70	23.70
3			
<b>Total</b>			<b>\$3,940.36</b>
<b>Payments/Credits</b>			<b>\$0.00</b>
<b>Balance Due</b>			<b>\$3,940.36</b>

Original



Hawkins, Inc.  
2381 Rosegate  
Roseville, MN 55113  
Phone: (612) 331-6910

## INVOICE

Total Invoice \$424.50  
Invoice Number 4701897  
Invoice Date 4/21/20  
Sales Order Number/Type 3169871 SO  
Branch Plant 74  
Shipment Number 3534654

Sold To: 293306  
ACCOUNTS PAYABLE  
ROLLING HILLS ESTATES CDD  
c/o Patti Powers-GMS-SF, LLC  
5385 N Nob Hill Rd  
Sunrise FL 33351

Ship To: 295740  
ROLLING HILLS ESTATES CDD  
3212 Bradley Creek Pkwy  
Green Cove Springs FL 32043

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#	P.O. Release	Sales Agent #			
5/21/20	Net 30	PPD Origin	HAWKINS			B74			
Line #	Item Number Cust Item #	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	43967	Ultra-Chlor (Sod. Hypo 12.5%)	N	275.0000	GA	\$1.5000	GA	2,774.8 LB	\$412.50
		1 GA BLK (Mini-Bulk)		275.0000	GA			3,003.9 GW	
1.010	Fuel Surcharge	Freight	N	1.0000	EA	\$12.0000			\$12.00

\*\*\*\*\* Electronic Billing Now Available. \*\*\*\*\*

Please contact our Accounts Receivable Department via email at [CreditDept@HawkinsInc.com](mailto:CreditDept@HawkinsInc.com)  
or call 612-331-6910 to get it setup on your account.

C. Hall 5/1/20  
Pool Chemicals  
001. 330.57200.52100

96

Page 1 of 1

Tax Rate  
0 %

Sales Tax  
\$0.00

Invoice Total

\$424.50

**No Discounts on Freight or Containers**  
IMPORTANT: All products are sold without warranty of any kind and purchasers will, by their own acts, determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Containers are to be paid for in full, as invoiced, and this refund will be made promptly, provided containers are returned to original point of shipment. Return freight charges to be prepaid. The containers returned must to the same originally shipped, and show no evidence of abuse, or use for purposes other than the storage of original containers. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose. NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.

Please  
Remit To:

Hawkins, Inc.  
P.O. Box 860263  
Minneapolis, MN 55486-0263

This contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

[www.hawkinsinc.com](http://www.hawkinsinc.com)

Job# 500434961

# Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

April 30, 2020

Rolling Hills Community Development District  
c/o Jim Oliver, District Manager  
GOVERNMENTAL MANAGEMENT SERVICES  
475 West Town Place, Suite 114  
St. Augustine, FL 32092

Bill Number 114513  
Billed through 03/31/2020

## General Counsel/Monthly Meeting

RHCDD 00001 KSB

### FOR PROFESSIONAL SERVICES RENDERED

03/19/20	JJ	Work session regarding sunshine law requirements in light of Governor's emergency order; follow up on research regarding sunshine law procedures in light of COVID-19 emergency; review draft memo to district managers regarding CMT and sunshine law issues; review declarations of emergency from Governor's office; revise memo.	0.20 hrs
03/19/20	SSW	Research questions regarding public meeting, sunshine law, and notice requirements and exemptions related to COVID-19 public health emergency.	0.20 hrs
03/27/20	KSB	Prepare correspondence and confer with district managers regarding district facility closures relating to COVID-19.	0.50 hrs
03/30/20	KSB	Confer with district manager.	0.20 hrs
03/31/20	MCE	Review proposed legislation; monitor committee activity and agendas; monitor Amendment 12 implementation.	1.00 hrs
03/31/20	JLK	Research, draft and multiple conference calls on memorandum to district managers and amenity managers and e-blast to residents on COVID-19 notices/best practices/closures; multiple calls with staff and legal team on same; call with FIA on same; research DOH, EOG and other regulatory agencies best practices and recommendations; multiple calls with project team on same; conference call with staff and insurance company regarding closures and research related to staffing, federal bill impacts, etc; conference call regarding security options for communities via executive order, tax considerations and assessment considerations; continue research on laws affecting on site staffing requirements, options and new federal law for coronavirus affecting local governments, including families first bill; transmit information on same; confer with employment team on same; continue researching employment related matters, including impact of federal pay bill signed on March 19, 2020, contractual provisions and the like; research sensitive employment matters; confer with insurance carrier on closures and violations thereof; finalize shelter in place EO provisions and impact on district on same.	0.40 hrs

Total fees for this matter \$811.50

### MATTER SUMMARY

Johnson, Jonathan T.	0.20 hrs	375 /hr	\$75.00
----------------------	----------	---------	---------

Kilinski, Jennifer L.	0.40 hrs	295 /hr	\$118.00
Buchanan, Katie S.	0.70 hrs	305 /hr	\$213.50
Eckert, Michael C.	1.00 hrs	350 /hr	\$350.00
Warren, Sarah S.	0.20 hrs	275 /hr	\$55.00

TOTAL FEES	\$811.50
------------	----------

TOTAL CHARGES FOR THIS MATTER	\$811.50
-------------------------------	----------

**BILLING SUMMARY**

Johnson, Jonathan T.	0.20 hrs	375 /hr	\$75.00
Kilinski, Jennifer L.	0.40 hrs	295 /hr	\$118.00
Buchanan, Katie S.	0.70 hrs	305 /hr	\$213.50
Eckert, Michael C.	1.00 hrs	350 /hr	\$350.00
Warren, Sarah S.	0.20 hrs	275 /hr	\$55.00

TOTAL FEES	\$811.50
------------	----------

TOTAL CHARGES FOR THIS BILL	\$811.50
-----------------------------	----------

**Please include the bill number with your payment.**

Riverside Management Services, Inc

9655 Florida Mining Blvd. W.  
Building 300, Suite 305  
Jacksonville, FL 32257

# Invoice

Date	Invoice #
5/1/2020	321

Bill To
Rolling Hills CDD 475 West Town Place Suite 114 St. Augustine, FL 32092

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Janitorial Services - May 2020 330,572,4610	1,070.00	1,070.00
	Pool Maintenance Services - May 2020 330,572,4670	1,137.50	1,137.50
	Contract Administration - May 2020 320,538,8400	1,708.33	1,708.33
	Facility Management - Rolling Hills - May 2020 330,572,3900	4,461.08	4,461.08
	60		
Total			\$8,376.91

22mm  
5,6.20



# INVOICE

Page 1 of 2

Customer ID:

12-16050-13008

Customer Name:

ROLLING HILLS CDD

Service Period:

05/01/20-05/31/20

Invoice Date:

04/27/2020

Invoice Number:

9431481-2224-6

## How To Contact Us

Visit **wm.com**

To setup your online profile, sign up for paperless statements, manage your account, view holiday schedules, pay your invoice or schedule a pickup



Customer Service:  
(904) 260-1592

## Your Payment Is Due

**May 27, 2020**

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

## Your Total Due

**\$1,008.63**

If payment is received after  
05/27/2020: \$ **1,033.85**

See Reverse for Important Messages

### Previous Balance

1,019.84

+

### Payments

(1,019.84)

+

### Adjustments

0.00

+

### Current Charges

1,008.63

=

### Total Due

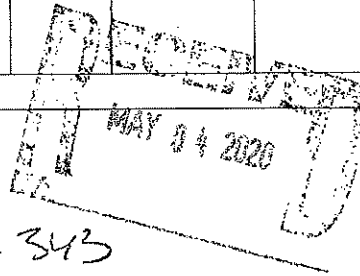
**1,008.63**

### Details for Service Location:

Rolling Hills Cdd, 3212 Bradley Creek Pkwy, Green Cove Springs FL  
32043-7060

Customer ID: 12-16050-13008

Description	Date	Ticket	Quantity	Amount
8 Yard dumpster 1x week	05/01/20		1.00	652.57
Fuel / environmental charge				195.17
Regulatory cost recovery charge				30.52
Administrative charge				6.50
Clay county franchise fee				123.87
<b>Total Current Charges</b>				<b>1,008.63</b>



85.33.343



REFUSE SERVICES, INC.

PO BOX 42930  
PHOENIX, AZ 85080  
(904) 260-1592  
(866) 381-9369  
(904) 260-1449 FAX



Invoice Date	Invoice Number	Customer ID (Include with your payment)
04/27/2020	9431481-2224-6	12-16050-13008
Payment Terms	Total Due	Amount
Total Due by 05/27/2020	\$1,008.63	
If Received after 05/27/2020	\$1,033.85	

2224000121605013008074314810000010086300000100863 0

0082443 01 SP 0.500 \*\*SNGLP H 7118 33351 -C01-P82525-11 I0290C42

ROLLING HILLS CDD  
5385 N KNOB HILL RD  
ROLLING HILLS  
SUNRISE FL 33351



Remit To:

WM CORPORATE SERVICES, INC.  
AS PAYMENT AGENT  
PO BOX 4648  
CAROL STREAM, IL 60197-4648

THINK GREEN®



224-0046983-2224-7

0082443-0000001-0086505



**WILFORD PROPANE GAS CO., INC**

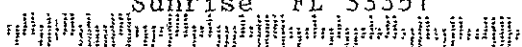
706 KINGSLEY AVENUE  
ORANGE PARK, FLORIDA 32073  
(904) 264-2311



DATE	REFERENCE	QUANTITY	DESCRIPTION	AMOUNT
4/30/20	283		Balance Forward	\$102.72
			FINANCE CHARGE	1.54
38.33, 460				
STATEMENT DATE	REFERENCE	ACCOUNT	PLEASE PAY TOTAL AMOUNT DUE (RETURN THIS STUB WITH PAYMENT)	\$104.26
4/30/20	00437	111617		

Rolling Hills Resi Club 111617  
5385 N Nob Hill Rd  
Sunrise FL 33351

33351-475185





EXTERMINATING CO., INC.

215 OSCEOLA STREET • JACKSONVILLE, FL 32204  
(904) 389-3323 • (866) 829-1913 • FAX (904) 389-9606



ROLLING HILLS CDD  
C/O FREDDIE  
475 W TOWN PL STE 114  
ST. AUGUSTINE, FL 32092-3649

ROLLING HILLS RESIDENT'S CL  
& POOL HOUSE  
3212 BRADLEY CREEK PKWY  
GREEN COVE SPRINGS, FL 320

## RENEWAL NOTICE

Account #: 146679

RENEWAL DATE 6/1/2020

RENEWAL AMOUNT \$478.00

### IMPORTANT RENEWAL NOTICE

THIS WARRANTY PROVIDES GUARANTEED PROTECTION AGAINST THE DREADED E. SUBTERRANEAN TERMITE! WE REQUIRE A THOROUGH INSPECTION, EVALUATION AND/OR TREATMENT EACH YEAR TO CONTINUE THIS SUPERIOR SERVICE. PLEASE CALL OUR FRIENDLY PEST MANAGEMENT PROFESSIONALS WITHIN 14 DAYS TO SCHEDULE YOUR NEXT APPOINTMENT. WE WILL ACCOMMODATE ALL UNSCHEDULED ACCOUNT HOLDERS WITH OUR "AUTOMATIC" SERVICE FOR YOUR CONVENIENCE. PLEASE ASK ABOUT OUR COMPLETE LINE OF SERVICES FOR YOUR SPECIAL PRICING.

TO PAY ONLINE VISIT US AT <http://bandb.myserviceaccount.com>

40.32.48 63

### Payment Receipt: Please Return with Payment Remittance

Bill-To: ROLLING HILLS CDD  
C/O FREDDIE  
475 W TOWN PL STE 114  
ST. AUGUSTINE, FL 32092-3649

Account #: 146679

Date: 6/1/2020

SERVICE: DR

**Renewal  
Acceptance**

\$478.00

Amount Paid: \_\_\_\_\_

Check No. \_\_\_\_\_

Remit To: B & B Exterminating Co., Inc.  
215 Osceola St  
Jacksonville, FL 32204-2623  
904-389-3323



3176 Old Jennings Road, Middleburg, Florida 32068  
Please visit us on the web at [www.clayutility.org](http://www.clayutility.org)  
Hours: Monday - Friday, 8am-5pm Phone: 904-272-5955

Customer Name: ROLLING HILLS CDD

Bill Date: 05/06/2020

Customer #: 00260347

Service Address: 3212-4 Bradley Creek Pkwy Resident's Club

Route #: MC13020738

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
70003704	2	05/04/20	33	12	13	1
Base Charges (Prepaid)				05/06/20 to 06/04/20		\$85.30
Consumption Charges				Tier 1	1.0 x 1.97	\$1.97
Proration Factor: 1.1000				Tier 2	0.0 x 0.00	\$0.00
				Tier 3	0.0 x 0.00	\$0.00
				Tier 4	0.0 x 0.00	\$0.00
Alternative Water Supply Surcharge						\$1.06

Record numbers of people are unemployed, businesses are closed, and budgets are tight. We are growing our Lend a Helping Hand fund to help customers in need.

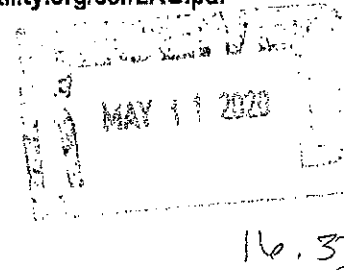
If you are interested in rounding up your bill, simply round up your payment and note on your bill stub that you are applying the change to Lend a Helping Hand.

If you would like to do more, you can donate to Lend a Helping Hand for any amount or even pay a friend or family member's bill. All donations are greatly appreciated and will help our customers in need.

Please pay \$285.90 by 5/27/2020 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$272.86 was posted to your account on 04/13/2020.

Consumer Confidence and UCMR4 Reports are available at our office and online at:  
[www.clayutility.org/ccr/LAG.pdf](http://www.clayutility.org/ccr/LAG.pdf)



Base Charges (Prepaid)							\$193.18
Consumption Charges				1.0	x	4.39	\$4.39

Reuse						
Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid)						\$0.00
Consumption Charges			Tier 1	0.0	x	0.00
Proration Factor: 0.0000			Tier 2	0.0	x	0.00
			Tier 3	0.0	x	0.00

### Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$285.90
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$285.90</b>

Please return this portion with payment

### Bill Summary

Bill Date	05/06/20
Current Charges	\$285.90
Current Charges Past Due After	05/27/20
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$285.90



Clay County Utility Authority  
3176 Old Jennings Road  
Middleburg, Florida 32068

ROLLING HILLS CDD

Customer #:00260347

3212-4 Bradley Creek Pkwy Resident's Club

Route #:MC13020738

Route Group:20

6304 1 MB 0.436 18-18



ROLLING HILLS CDD  
5385 N NOB HILL RD  
SUNRISE, FL 33351-4761



CLAY COUNTY UTILITY AUTHORITY  
3176 OLD JENNINGS ROAD  
MIDDLEBURG, FL 32068

CCUA-1170-4

1170-56/202006304

00260347 2 MC13020738 0000028590 0000000 05272020 0 0

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**COLLECTIONS:**

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**SERVICE CHARGES:**

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3176 Old Jennings Road, Middleburg, Florida 32068  
 Please visit us on the web at [www.clayutility.org](http://www.clayutility.org)  
 Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: ROLLING HILLS CDD

Bill Date: 05/06/2020

Customer #: 00256584  
 Route #: MC13020730

Service Address: 3215-2 Bradley Creek Pkwy Reclaimed Irrigation

### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid)				05/06/20 to 06/04/20		\$0.00
Consumption Charges				Tier 1	0.0 x	0.00
Proration Factor: 0.0000				Tier 2	0.0 x	0.00
				Tier 3	0.0 x	0.00
				Tier 4	0.0 x	0.00

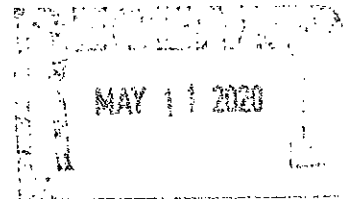
Record numbers of people are unemployed, businesses are closed, and budgets are tight. We are growing our Lend a Helping Hand fund to help customers in need.

If you are interested in rounding up your bill, simply round up your payment and note on your bill stub that you are applying the change to Lend a Helping Hand.

If you would like to do more, you can donate to Lend a Helping Hand for any amount or even pay a friend or family member's bill. All donations are greatly appreciated and will help our customers in need.

Please pay \$131.18 by 5/27/2020 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$128.95 was posted to your account on 04/13/2020.



16.32

### Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
58730024	2	05/04/20	33	19366	19369	3
Base Charges (Prepaid)						\$128.81
Consumption Charges				Tier 1	3.0 x	0.79
Proration Factor: 1.1000				Tier 2	0.0 x	1.56
				Tier 3	0.0 x	2.35

### Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$131.18
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$131.18</b>

Please return this portion with payment

### Bill Summary

Bill Date	05/06/20
Current Charges	\$131.18
Current Charges Past Due After	05/27/20
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$131.18



Clay County Utility Authority  
 3176 Old Jennings Road  
 Middleburg, Florida 32068

ROLLING HILLS CDD

Customer #:00256584

3215-2 Bradley Creek Pkwy Reclaimed Irrigation

Route #:MC13020730

Route Group:20

### ADDRESS

6303 1 MB 0.436 18-18

ROLLING HILLS CDD  
 5385 N NOB HILL RD  
 SUNRISE, FL 33351-4761



### MAIL PAYMENT TO

CLAY COUNTY UTILITY AUTHORITY  
 3176 OLD JENNINGS ROAD  
 MIDDLEBURG, FL 32068

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Please visit us on the web at [www.clayutility.org](http://www.clayutility.org)  
Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: ROLLING HILLS CDD

Bill Date: 05/06/2020

Customer #: 00253042

Service Address: 3212-3 Bradley Creek Pkwy Irrigation

Route #: MC13020736

#### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
69667781	2	05/04/20	33	27257	27553	296

Base Charges (Prepaid)	05/06/20 to 06/04/20					\$85.30
Consumption Charges	Tier 1	88.0	x	1.47	\$129.36	
Proration Factor: 1.1000	Tier 2	132.0	x	3.04	\$401.28	
	Tier 3	76.0	x	3.94	\$299.44	
	Tier 4	0.0	x	5.06	\$0.00	

Alternative Water Supply Surcharge \$1.06

Base Charges (Prepaid)						\$0.00
Consumption Charges		0.0	x	0.00		\$0.00

#### Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
--------------	------------	-----------	-------------	------------------	-----------------	---------------

Base Charges (Prepaid)						\$0.00
Consumption Charges	Tier 1	0.0	x	0.00	\$0.00	
Proration Factor: 0.0000	Tier 2	0.0	x	0.00	\$0.00	
	Tier 3	0.0	x	0.00	\$0.00	

#### Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00

Current Charges	\$916.44
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$916.44</b>

Record numbers of people are unemployed, businesses are closed, and budgets are tight. We are growing our Lend a Helping Hand fund to help customers in need.

If you are interested in rounding up your bill, simply round up your payment and note on your bill stub that you are applying the change to Lend a Helping Hand.

If you would like to do more, you can donate to Lend a Helping Hand for any amount or even pay a friend or family member's bill. All donations are greatly appreciated and will help our customers in need.

Please pay \$916.44 by 5/27/2020 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$789.56 was posted to your account on 04/13/2020.

Consumer Confidence and UCMR4 Reports are available at our office and online at: [www.clayutility.org/ccr/LAG.pdf](http://www.clayutility.org/ccr/LAG.pdf)

16,32

Please return this portion with payment

#### Bill Summary

Bill Date	05/06/20
Current Charges	\$916.44
Current Charges Past Due After	05/27/20
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$916.44



Clay County Utility Authority  
3176 Old Jennings Road  
Middleburg, Florida 32068

ROLLING HILLS CDD

Customer #:00253042

3212-3 Bradley Creek Pkwy Irrigation

Route #:MC13020736

Route Group:20

#### ADDRESSEE

6302 1 MB 0.436 18-18

ROLLING HILLS CDD  
5385 N NOB HILL RD  
SUNRISE, FL 33351-4761



CLAY COUNTY UTILITY AUTHORITY  
3176 OLD JENNINGS ROAD  
MIDDLEBURG, FL 32068

CCUA-1170-4

1170-5/6/2020005302

00253042 9 MC13020736 0000091644 0000000 05272020 0 0

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3175 Old Jennings Road, Middleburg, Florida 32068  
Please visit us on the web at [www.clayutility.org](http://www.clayutility.org)  
Hours: Monday - Friday 8am-5pm Phone: 904-272-5999

Customer Name: ROLLING HILLS CDD

Bill Date: 05/06/2020

Customer #: 00244869

Service Address: 3212 -2 Bradley Creek Pkwy Reclaimed Irrigation

Route #: MC13020734

#### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
--------------	------------	-----------	-------------	------------------	-----------------	---------------

Base Charges (Prepaid)	05/06/20 to 06/04/20					\$0.00
Consumption Charges	Tier 1	0.0	x	0.00	\$0.00	
Proration Factor: 0.0000	Tier 2	0.0	x	0.00	\$0.00	
	Tier 3	0.0	x	0.00	\$0.00	
	Tier 4	0.0	x	0.00	\$0.00	

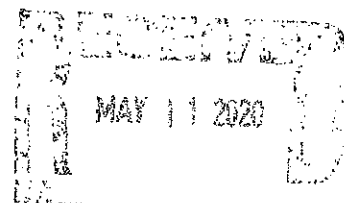
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If you would like to do more, you can donate to Lend a Helping Hand for any amount or even pay a friend or family member's bill. All donations are greatly appreciated and will help our customers in need.

Please pay \$759.98 by 5/27/2020 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$714.05 was posted to your account on 04/13/2020.



16.32

#### Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$759.98
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$759.98</b>

Please return this portion with payment

#### Bill Summary

Bill Date	05/06/20
Current Charges	\$759.98
Current Charges Past Due After	05/27/20
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$759.98



Clay County Utility Authority  
3175 Old Jennings Road  
Middleburg, Florida 32068

ROLLING HILLS CDD

Customer #:00244869

3212 -2 Bradley Creek Pkwy Reclaimed Irrigation

Route #:MC13020734

Route Group:20

#### ADDRESSEE

6301 1 MB 0.436 18-18



ROLLING HILLS CDD  
5385 N NOB HILL RD  
SUNRISE, FL 33351-4761



CLAY COUNTY UTILITY AUTHORITY  
3175 OLD JENNINGS ROAD  
MIDDLEBURG, FL 32068

CCUA-1170-4

1170-05/06/202006301

00244869 & MC13020734 0000075998 0000000 05272020 0 0

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Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: ROLLING HILLS CDD

Bill Date: 05/06/2020

Customer #: 00244868

Service Address: 3212 -1 Bradley Creek Pkwy Reclaimed Irrigation

Route #: MC13020732

### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid)				05/06/20 to 06/04/20		\$0.00
Consumption Charges				Tier 1 0.0 x	0.00	\$0.00
Proration Factor: 0.0000				Tier 2 0.0 x	0.00	\$0.00
				Tier 3 0.0 x	0.00	\$0.00
				Tier 4 0.0 x	0.00	\$0.00

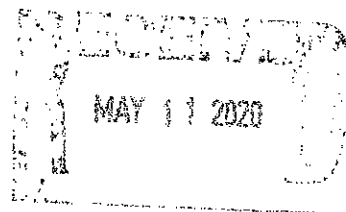
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Please pay \$128.81 by 5/27/2020 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$126.58 was posted to your account on 04/13/2020.



16.32

### Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
68272411	2	05/04/20	33	73914	73914	0
Base Charges (Prepaid)						\$128.81
Consumption Charges				Tier 1 0.0 x	0.79	\$0.00
Proration Factor: 1.1000				Tier 2 0.0 x	1.56	\$0.00
				Tier 3 0.0 x	2.35	\$0.00

### Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$128.81
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$128.81</b>

Please return this portion with payment

### Bill Summary

Bill Date	05/06/20
Current Charges	\$128.81
Current Charges Past Due After	05/27/20
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$128.81



Clay County Utility Authority  
3176 Old Jennings Road  
Middleburg, Florida 32068

ROLLING HILLS CDD

Customer #:00244868

3212 -1 Bradley Creek Pkwy Reclaimed Irrigation

Route #:MC13020732

Route Group:20

### ADDRESSEE

6300 1 MB 0.436 18-18



ROLLING HILLS CDD  
5385 N NOB HILL RD  
SUNRISE, FL 33351-4761



### MAIL PAYMENT TO



CLAY COUNTY UTILITY AUTHORITY  
3176 OLD JENNINGS ROAD  
MIDDLEBURG, FL 32068

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**CLAY  
TODAY**

3513 U.S. Hwy. 17 • Fleming Island, FL 32003  
Phone: (904) 264-3200

**Recorder**  
Not your average newspaper, we put an average reader

1102 A1A North, Unit 108 • Ponte Vedra Beach, FL 32082  
Phone: (904) 285-8831

## Advertising Invoice

ROLLING HILLS CDD C/O GMS LLC  
475 W TOWN PL SUITE 114  
C/O GMS, LLC  
SAINT AUGUSTINE, FL 32092

Cust#:503071  
Ad#:311368  
Phone#:904-940-5850  
Date:04/27/2020

Salesperson: Clay Legals

Classification: Legal Notice

Ad Size: 1.0 x 6.50

### Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
Clay Today	04/30/2020	04/30/2020	1	65.00	65.00

### Payment Information:

Date: 04/27/2020      Order# 311368      Type BILLED ACCOUNT

53

Total Amount: 65.00

Tax: 0.00

Amount Due: 65.00

Attention: Requests for credits or refunds for early cancellations must be made within 90 days.

### Ad Copy

**NOTICE OF RULE  
DEVELOPMENT  
BY THE ROLLING HILLS  
COMMUNITY DEVELOPMENT  
DISTRICT**

In accord with Chapters 120 and 190, Florida Statutes, the Rolling Hills Community Development District ("District") hereby gives notice of its intention to develop Rules of Procedure to govern the operations of the District.

The Rules of Procedure will address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

The purpose and effect of the Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. The legal authority for the adoption of the proposed Rules of Procedure includes sections 190.011(5), 190.011(15) and 190.035, Florida Statutes (2019). The specific laws

**PUBLISHER AFFIDAVIT  
CLAY TODAY**  
Published Weekly  
Orange Park, Florida

**STATE OF FLORIDA  
COUNTY OF CLAY:**

Before the undersigned authority personally appeared  
Jon Cantrell, who on oath says that he is the publisher of the  
"Clay Today" a newspaper published weekly at Orange Park in  
Clay County, Florida; that the attached copy of advertisement  
being a

**NOTICE OF RULE DEVELOPMENT**

in the matter of


**ROLLING HILLS**

**LEGAL: 46033 ORDER: 34368**

was published in said newspaper in the issues:

**04/30/2020**

Affiant further says that said "Clay Today" is a newspaper published  
at Orange Park, in said Clay County, Florida, and that the said newspaper  
has heretofore been continuously published in said Clay County, Florida,  
weekly, and has been entered as Periodical material matter at the post  
office in Orange Park, in said Clay County, Florida, for period of one  
year next proceeding the first publication of the attached copy of  
advertisement; and affiant further says that he has neither paid nor promised  
any person, firm or corporation any discount, rebate, commission or  
refund for the purpose of securing this advertisement for publication in  
the said newspaper.



**NOTICE OF RULE  
DEVELOPMENT  
BY THE ROLLING HILLS  
COMMUNITY DEVELOPMENT  
DISTRICT**

In accord with Chapters 120 and 190,  
Florida Statutes, the Rolling Hills  
Community Development District  
("District") hereby gives notice of its  
intention to develop Rules of  
Procedure to govern the operations  
of the District.

The Rules of Procedure will address  
such areas as the Board of  
Supervisors, officers and voting,  
district offices, public information  
and inspection of records, policies,  
public meetings, hearings and  
workshops, rulemaking proceedings  
and competitive purchase including  
procedure under the Consultants  
Competitive Negotiation Act,  
procedure regarding auditor  
selection, purchase of insurance,  
pre-qualification, construction  
contracts, goods, supplies and  
materials, maintenance services,  
contractual services and protests  
with respect to proceedings, as well  
as any other area of the general  
operation of the District.

The purpose and effect of the Rules  
of Procedure is to provide for  
efficient and effective District  
operations and to ensure compliance  
with recent changes to Florida law.  
The legal authority for the adoption  
of the proposed Rules of Procedure  
includes sections 190.011(5),  
190.011(15) and 190.035, Florida  
Statutes (2019). The specific laws  
implemented in the Rules of  
Procedure include, but are not  
limited to, sections 112.08, 112.3143,  
112.31446, 112.3145, 119.07, 119.0701,  
189.053, 189.069(2)(a)16, 190.006,  
190.007, 190.008, 190.011(3),  
190.011(5), 190.011(15), 190.033,  
190.035, 218.33, 218.331, 255.05,  
255.0518, 255.0525, 255.20, 286.0105,  
286.011, 286.0113, 286.0114, 287.017,  
287.055 and 287.084, Florida Statutes  
(2019).

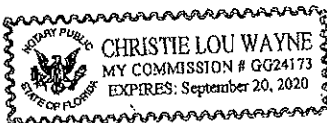
A copy of the proposed Rules of  
Procedure may be obtained by  
contacting the District Manager, c/o  
Governmental Management Services,  
475 West Town Place, Suite 114,  
World Golf Village, St. Augustine,  
Florida 32092, (904) 940-5850.

Jim Oliver, District Manager  
Rolling Hills Community  
Development District

Legal 46033 published April 30, 2020  
in Clay County's Clay Today  
newspaper.

Sworn to me and subscribed before me 04/30/2020.

  
NOTARY PUBLIC, STATE OF FLORIDA



3515 US HWY 17 Suite A, Fleming Island FL 32003  
Telephone (904) 264-3200 - FAX (904) 264-3285  
E-Mail: [Christic@opcfia.com](mailto:Christic@opcfia.com)

**CLAY  
TODAY**

3513 U.S. Hwy. 17 • Fleming Island, FL 32003  
Phone: (904) 284-3200

**Recorder**  
Not your average newspaper, not your average reader.

1102 A1A North, Unit 108 • Ponte Vedra Beach, FL 32082  
Phone: (904) 285-8831

## Advertising Invoice

ROLLING HILLS CDD C/O GMS LLC  
475 W TOWN PL # 114  
C/O GMS, LLC  
SAINT AUGUSTINE, FL 32092

Cust#:503071  
Ad#:311369  
Phone#:904-940-5850  
Date:04/27/2020

Salesperson: Clay Legals

Classification: Legal Notice

Ad Size: 1.0 x 13.90

### Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
Clay Today	05/07/2020	05/07/2020	1	139.00	139.00

### Payment Information:

Date:	Order#	Type
04/27/2020	311369	BILLED ACCOUNT

Total Amount: 139.00

Tax: 0.00

Amount Due: 139.00

Attention: Requests for credits or refunds for early cancellations must be made within 90 days.

Ad Copy

53

**PUBLISHER AFFIDAVIT  
CLAY TODAY**  
Published Weekly  
Orange Park, Florida

**STATE OF FLORIDA  
COUNTY OF CLAY:**

Before the undersigned authority personally appeared  
Jon Cantrell, who on oath says that he is the publisher of the  
"Clay Today" a newspaper published weekly at Orange Park in  
Clay County, Florida; that the attached copy of advertisement  
being a

**NOTICE OF RULEMAKING**

in the matter of

**ROLLING HILLS**

**LEGAL: 46034 ORDER: 311369**

was published in said newspaper in the issues:

**05/07/2020**

Affiant further says that said "Clay Today" is a newspaper published  
at Orange Park, in said Clay County, Florida, and that the said newspaper  
has heretofore been continuously published in said Clay County, Florida,  
weekly, and has been entered as Periodical material matter at the post  
office in Orange Park, in said Clay County, Florida, for period of one  
year next proceeding the first publication of the attached copy of  
advertisement; and affiant further says that he has neither paid nor promised  
any person, firm or corporation any discount, rebate, commission or  
refund for the purpose of securing this advertisement for publication in  
the said newspaper.



Sworn to me and subscribed before me 05/07/2020.

*Christie Lou Wayne*  
NOTARY PUBLIC, STATE OF FLORIDA



3515 US HWY 17 Suite A, Fleming Island FL 32003  
Telephone (904) 264-3200 - FAX (904) 264-3285  
E-Mail: Christie@opcfla.com

**NOTICE OF  
RULEMAKING  
REGARDING THE RULES  
OF PROCEDURE OF  
THE ROLLING HILLS  
COMMUNITY**

**DEVELOPMENT DISTRICT**

A public hearing will be conducted by the Board of Supervisors of the Rolling Hills Community Development District ("District") on June 9, 2020 at 6:00 p.m. It is anticipated that the public hearing will take place at the Rolling Hills Amenity Center, 3212 Bradley Creek Parkway, Green Cove Springs, Florida 32043. In the event that the COVID-19 public health emergency prevents the public hearing from occurring in-person, the District may conduct the public hearing by telephone or video conferencing communications media technology pursuant to governmental orders, including but not limited to Executive Orders 20-52 and 20-69 issued by Governor DeSantis on March 9, 2020, and March 20, 2020, respectively, and any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2, Florida Statutes. Information about how the hearing will occur, assistance connecting to the hearing or arranging further accommodations for participation, may be obtained by accessing the District's website at [www.rollinghillsdcd.com](http://www.rollinghillsdcd.com) or by contacting the office of the District Manager c/o Governmental Management Services LLC North Florida, at (904) 940-5850 or [johiver@gmsnf.com](mailto:johiver@gmsnf.com) ("District Manager's Office").

In accord with Chapters 120 and 190, Florida Statutes, the District hereby gives the public notice of its intent to adopt its proposed Rules of Procedure. The purpose and effect of the proposed Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. Prior notice of rule development was published in the Clay Today on April 30, 2020. The Rules of Procedure may address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services,

contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

Specific legal authority for the adoption of the proposed Rules of Procedure includes Sections 190.011(5), 190.011(15) and 190.035, Florida Statutes (2019). The specific laws implemented in the Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 112.31446, 112.3145, 119.07, 119.0701, 189.053, 189.069(2)(a)16, 190.006, 190.007, 190.008, 190.011(3), 190.011(5), 190.011(15), 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.0113, 286.0114, 287.017, 287.055 and 287.084, Florida Statutes (2019).

A copy of the proposed Rules of Procedure may be obtained by contacting the District Manager c/o Governmental Management Services, 475 West Town Place, Suite 114, World Golf Village, St. Augustine, Florida 32092, (904) 940-5850 ("District Manager's Office").

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.54(1), Florida Statutes, must do so in writing within twentyone (21) days after publication of this notice to the District Manager's Office.

This public hearing may be continued to a date, time, and place to be specified on the record at the hearing without additional notice. If anyone chooses to appeal any decision of the Board with respect to any matter considered at a public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearing, staff or Supervisors may participate in the public hearing by speaker telephone. Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 or 1800-955-8770 for aid in contacting the District Manager's Office.

Jim Oliver, District Manager  
Rolling Hills Community  
Development District  
Legal 46034 published May 7, 2020 in  
Clay County's Clay Today newspaper.

**CLAY  
TODAY**

3513 U.S. Hwy. 17 • Fleming Island, FL 32003  
Phone: (904) 264-3200

**Recorder**

1102 A1A North, Unit 108 • Ponte Vedra Beach, FL 32082  
Phone: (904) 285-8831

## Advertising Invoice

ROLLING HILLS CDD C/O GMS LLC  
475 W TOWN PL # 114  
C/O GMS, LLC  
SAINT AUGUSTINE, FL 32092

Cust#:503071  
Ad#:311621  
Phone#:904-940-5850  
Date:05/04/2020

Salesperson: Clay Legals

Classification: Legal Notice

Ad Size: 1.0 x 10.80

### Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
Clay Today	05/07/2020	05/07/2020	1	108.00	108.00

### Payment Information:

Date:	Order#	Type
05/04/2020	311621	BILLED ACCOUNT

Total Amount: 108.00

Tax: 0.00

Amount Due: 108.00

Attention: Requests for credits or refunds for early cancellations must be made within 90 days.

Ad Copy

53

**PUBLISHER AFFIDAVIT  
CLAY TODAY  
Published Weekly  
Orange Park, Florida**

**STATE OF FLORIDA  
COUNTY OF CLAY:**

Before the undersigned authority personally appeared Jon Cantrell, who on oath says that he is the publisher of the "Clay Today" a newspaper published weekly at Orange Park in Clay County, Florida; that the attached copy of advertisement being a

**NOTICE OF MEETING**

in the matter of


**MAY MEETING**

**LEGAL: 46067 ORDER: 311621**

was published in said newspaper in the issues:

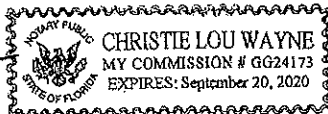
**05/07/2020**

Affiant further says that said "Clay Today" is a newspaper published at Orange Park, in said Clay County, Florida, and that the said newspaper has heretofore been continuously published in said Clay County, Florida, weekly, and has been entered as Periodical material matter at the post office in Orange Park, in said Clay County, Florida, for period of one year next proceeding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



Sworn to me and subscribed before me **05/07/2020**.

**Christie Lou Wayne**  
NOTARY PUBLIC, STATE OF FLORIDA



3515 US HWY 17 Suite A, Fleming Island FL 32003  
Telephone (904) 264-3200 - FAX (904) 264-3285  
E-Mail: Christie@opcfla.com

**NOTICE OF  
REGULAR MEETING  
OF THE BOARD OF SUPERVISORS  
ROLLING HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

Notice is hereby given that the Rolling Hills Community Development District ("District") will meet on Thursday, May 14, 2020 at 6:00 p.m. at the Rolling Hills Amenity Center, 3212 Bradley Creek Parkway, Green Cove Springs, Florida 32043 to hold a regular meeting of the Board of Supervisors ("Board") where the Board may consider any business that may properly come before it.

In light of the COVID-19 public health emergency, it is anticipated that the meeting may be conducted remotely, pursuant to Zoom communications media technology and/or by telephone pursuant to Executive Orders 20-52, 20-69 and 20-112 issued by Governor DeSantis on March 9, 2020, March 20, 2020 and April 29, 2020 ("Executive Orders") respectively, including any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2, Florida Statutes. If such Executive Orders are not extended and the Board is required to meet in person, or otherwise conditions allow the meeting to occur in person, the meeting may be held at the location stated above. Anyone wishing to participate in the meeting and obtain information about how the meeting will occur should refer to the District's website, [www.RollingHillsCDD.com](http://www.RollingHillsCDD.com) or contact the office of the District Manager, c/o Governmental Management Services, LLC, at (904) 940-5850 x 406 or [Joliver@gmsnf.com](mailto:Joliver@gmsnf.com) to obtain access information.

The District fully encourages public participation in a safe and efficient manner. Toward that end, participants are strongly encouraged to submit questions and comments to the District Manager by calling (904) 940-5850 x 406 or emailing [Joliver@gmsnf.com](mailto:Joliver@gmsnf.com) by 5:00 p.m. on Wednesday, May 13, 2020 in advance of the meeting to facilitate the Board's consideration of such questions and comments during the meeting.

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 the meeting may be obtained from the District Manager, at 475 West Town Place, Suite 114, St. Augustine, Florida 32092 or by calling (904) 940-5850 x 406, and is expected to also be available on the District's website at [www.RollingHillsCDD.com](http://www.RollingHillsCDD.com). The meeting may be continued to a date, time, and place to be specified on the record at such meeting. There may be occasions when one or more Supervisors will participate by telephone.

Any person requiring special accommodations at the meeting because of a disability or physical impairment should contact the District Manager at least forty-eight (48) hours prior to the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the 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.

If you are unable to participate by telephone or by ZOOM, please contact the District Manager's office at (904) 940-5850 x 406 or [Joliver@gmsnf.com](mailto:Joliver@gmsnf.com) for further accommodations.

James Oliver  
District Manager

Legal 46067 published May 7, 2020 in Clay County's Clay Today newspaper.

20, 12:48 PM

# COMCAST BUSINESS

Account Number  
8495 74 123 1221031

Billing Date  
May 04, 2020

Services From  
May 14, 2020 to Jun 13, 2020

Page  
1 of 5

## Hello,

Thanks for choosing Comcast Business.

### Your bill at a glance

For 3212 BRADLEY CREEK PKWY, CONSTRUCTION TRAILER,  
GREEN COVE SPRINGS, FL 32043-7060

Previous balance \$281.28

Payments \$0.00

**Balance forward due now \$281.28**

Regular monthly charges Page 3 \$279.15

One-time charges Page 3 \$10.00

Taxes, fees and other charges Page 3 \$2.19

**New charges due May 25, 2020 \$291.34**

**Amount due \$572.62**

### 1 Your account is past due

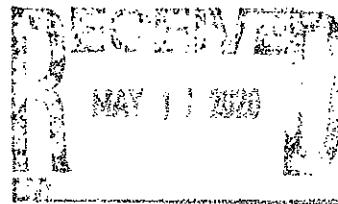
Your account is past due, so you may have been charged a late fee of \$10.00. To keep your account current, please pay the balance forward immediately.

Need help?

Visit [xfinity.com/customersupport](http://xfinity.com/customersupport) or see page 2 for other ways to contact us.

### Your bill explained

- This page gives you a quick summary of your monthly bill. A detailed breakdown of your charges begins on page 3.
- The charge on your bill is different this month because you have some one-time charges on your account. See One-time charges for more details.
- Any payments received or account activity after May 04, 2020 will show up on your next bill. View your most up-to-date account balance at [business.comcast.com/myaccount](http://business.comcast.com/myaccount).



61.33.44

Detach the bottom portion of this bill and enclose with your payment

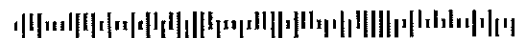
Please write your account number on your check or money order

Do not include correspondence with payment

## COMCAST BUSINESS

141 NW 16TH ST  
POMPANO BEACH FL 33060-5250  
96330310 NO RP 04 20200504 NNNNNNNY 0000748 0004

ROLLING HILLS AMENI CENTER  
5385 N NOB HILL RD  
SUNRISE, FL 33351-4761



Account number **8495 74 123 1221031**

Balance forward due now **\$281.28**

New charges due May 25, 2020 **\$291.34**

**Total amount due \$572.62**

Amount enclosed \$

Make checks payable to Comcast  
Do not send cash

Send payment to

COMCAST  
PO BOX 71211  
CHARLOTTE NC 28272-1211

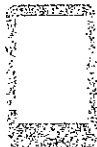


849574123122103100572628

### Download the Comcast Business App

Manage your account anytime, anywhere with the Comcast Business App – an innovative all-in-one tool designed with your business in mind.

- Manage your account details
- Pay your bill and customize billing options
- View upcoming appointments



### Did you know?

No more mailing monthly checks!  
With Auto Pay, it's easy to save time, energy and stamps. Enroll today at [business.comcast.com/myaccount](https://business.comcast.com/myaccount)



### Need help? We're here for you



#### Visit us online

Get help and support at  
[business.comcast.com/help](https://business.comcast.com/help)



#### Call us anytime

800-391-3000  
Open 24 hours, 7 days a week for billing and technical support

### Useful information

#### Moving?

We can help ensure it's a smooth transition.  
Visit [business.comcast.com/learn/moving](https://business.comcast.com/learn/moving) to learn more.

#### Accessibility:

If you are hearing impaired, call 711. For issues affecting customers with disabilities, call **1-855-270-0379**, chat live at [support.xfinity.com/accessibility](https://support.xfinity.com/accessibility), email [accessibility@comcast.com](mailto:accessibility@comcast.com), fax **1-866-599-4268** or write to Comcast at 1701 JFK Blvd., Philadelphia, PA 19103-2838  
Attn: M. Gifford.



### Ways to pay



#### No more mailing monthly checks

Set up Auto Pay to save time, energy and stamps. It's easy to enroll, just visit [business.comcast.com/myaccount](https://business.comcast.com/myaccount)



#### Go paperless and say goodbye to clutter

Sign up for Paperless Billing to view and pay your bill online. It's faster, easier and helps cut down on clutter. Visit [business.comcast.com/myaccount](https://business.comcast.com/myaccount) to get started.

### Additional billing information

#### More ways to pay:



#### Online

Visit My Account at [business.comcast.com/myaccount](https://business.comcast.com/myaccount)



#### By App

Download the Comcast Business App



#### In-Store

Visit [business.comcast.com/servicecenter](https://business.comcast.com/servicecenter) to find a store near you



## Regular monthly charges \$279.15

Comcast Business services	\$194.80
TV Standard	\$59.95
Business Video	
Starter	\$69.95
Business Internet	
Static IP - 1	\$19.95
Voice Line	\$39.95
Business Voice	
Voice Mail Service	\$5.00

## Equipment & services \$56.20

TV Adapter	\$0.50
Service To Additional TV	\$38.75
With TV Adapter	
Qty 5 @ \$7.75 each	
Equipment Fee	\$16.95
Voice	

## Service fees \$28.15

Broadcast TV Fee	\$14.95
Directory Listing Management Fee	\$2.00
Regional Sports Fee	\$8.20
Voice Network Investment	\$3.00

## One-time charges \$10.00

### Other charges \$10.00

Late Fee	May 04	\$10.00
----------	--------	---------

## Taxes, fees and other charges \$2.19

### Other charges \$2.19

Federal Universal Service Fund	\$1.63
Regulatory Cost Recovery	\$0.56

## What's included?



**Internet:** Fast, reliable Internet on our Gig-speed network



**TV:** Keep your employees informed and customers entertained



**Voice Numbers:** (904)531-9238

Visit [business.comcast.com/myaccount](https://business.comcast.com/myaccount) for more details



## Additional information

Effective April 21, 2020, Cleo will be available as part of Standard and Digital Standard. It will no longer be available as part of Preferred or Digital Deluxe.

Effective June 30, 2020, ESPN will discontinue its Goal Line and Bases Loaded services.

The Regulatory Cost Recovery fee is neither government mandated nor a tax, but is assessed by Comcast to recover certain federal, state, and local regulatory costs.

Information on programmer contract expirations, which could affect our carriage of the programmer's channels, can be found at <https://my.xfinity.com/contractrenewals/> or by calling 866.216.8634

COMCAST  
BUSINESS

## Important Notice for Voice Customers:

### Comcast Notice of Toll-Free Dialing to Reach 711

For access to Telecommunications Relay Services for people who are deaf or hard-of-hearing

The FCC requires that all voice service providers nationwide provide toll-free, three-digit 711 dialing for access to all Telecommunications Relay Services (TRS). TRS facilitates telephone conversations between people with hearing or speech disabilities and people with or without such disabilities.



TRS uses operators, called communications assistants (CAs), to facilitate telephone calls between people with hearing and speech disabilities and other individuals. A TRS call may be initiated by either a person with a hearing or speech disability, or a person without such disability. When a person with a hearing or speech disability initiates a TRS call, the person uses a teletypewriter (TTY), another text input device such as a smartphone or a video phone to call the TRS relay center, and gives a CA the number of the party that he or she wants to call. The CA in turn places an outbound traditional voice call to that person. The CA then serves as a link for the call, relaying the text of the calling party in voice to the called party, and converting to text what the called party voices back to the calling party.

Dialing 711 to reach TRS makes relay access convenient, fast, and uncomplicated.

TRS is available 24 hours a day, seven days a week and all calls are confidential.

For more information about the various types of TRS, see the FCC's consumer fact sheet at <https://www.fcc.gov/general/telecommunications-relay-services-trs>, or visit the Web site of the Disability Rights Office (DRO) at <https://www.fcc.gov/general/disability-rights-office>.

## When every connection counts, you can count on us.



It's our goal to support you and your business through the uncertainty caused by recent events. We recognize there are times when your need to connect really matters, so we want to remind you of several digital solutions that will help keep you and your team members connected to your business from any device — anytime, anywhere.



- Use My Account and the Comcast Business App to manage your service features and to sign up for alerts. Visit [comcastbusiness.com/myaccount](https://comcastbusiness.com/myaccount) to learn more
- Enable Call Forwarding to receive business calls on mobile devices. You can also make or take calls through the Comcast Business App on your mobile device to display your business line's Caller ID
- Visit the Service Status Center to monitor your services at your business location from anywhere. Go to [comcastbusiness.com/status/](https://comcastbusiness.com/status/) to learn more

### Contact Us

We also understand you may need to rethink your business's needs and how you are serving your customers and employees. We have a portfolio of business solutions that can help keep you covered, so please call us at 855-862-4456 if you'd like to discuss whether you have the right Internet options and tools for your current needs.

Thank you again for choosing Comcast Business.

Visit [comcastbusiness.com](https://comcastbusiness.com)

COMCAST  
BUSINESS  
BEYOND FAST

CSO OFF-DUTY REVIEW

FOR:  
Property Manager

97.33.345

CCSO OFF-DUTY INVOICE

FOR:  
Property Manager

Thank you for your business!



Florida Department of Health  
in Clay County  
Notification of Fees Due

**\*1/4645095\***  
10-BID-4645095

Permit Number  
**10-60-00148**

**For: Swimming Pools - Public Pool > 25000 Gallons**

**Notice:** This bill is due and payable in full upon receipt and must be received by the local office by the payment due date (06/30/2020).

Fee Amount: \$250.00

Previous Balance: \$0.00

**Total Amount Due: \$250.00**

Payment Due Date: 06/30/2020 or Upon Receipt

Mail To: Rolling Hill CDD  
475 W Town Place, Suite 114  
Saint Augustine, FL 32092

Please verify all information below at [www.myfloridaehpermit.com](http://www.myfloridaehpermit.com) and make changes as necessary.

**Account Information:**

Name: Rolling Hills - Pool  
Location: 3212 Bradley Creek Parkway  
Green Cove Springs, FL 32043

Pool Volume: 223,513 gallons  
Bathing Load: 248  
Flow Rate: 60

**Owner Information:**

Name: Rolling Hill CDD  
Address: 475 W Town Place, Suite 114  
(Mailing) Saint Augustine, FL 32092  
Home Phone: (904) 531-9238 Work Phone: ()

Circle One: MC

Name on Card: \_\_\_\_\_

Account #: \_\_\_\_\_

Exp Date: \_\_\_\_/\_\_\_\_ Security Code (CVV): \_\_\_\_

Card's Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_

I Authorize Florida Department of Health in Clay County to charge my credit card account for the following:

Payment Amount: \$ \_\_\_\_ For: \_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Please go online to pay fee at:**  
**[www.MyFloridaEHPermit.com](http://www.MyFloridaEHPermit.com)**

Permit Number: 10-60-00148 Bill ID: 10-BID-4645095

Billing Questions call DOH-Clay at: (904) 278-3784

If you do not pay online, make checks payable to and mail invoice WITH payment to:  
Florida Department of Health in Clay County  
P.O. Box 578  
Green Cove Springs, FL 32043

[Please RETURN invoice with your payment]

Batch Billing ID: 20708



**PERMIT HOLDERS CAN NOW**

**pay invoices online!**

The Florida Department of Health now offers a secure system for permit holders to pay invoices and print permits online!

- ☒ No sign-up cost.
- ☒ Save time. Paying a bill online is faster than mailing a check or hand delivering payment.
- ☒ Our safe and secure system will keep your information protected.
- ☒ Pay at your convenience. With our online system, you can pay with your credit card or e-check and don't have to worry about envelopes or stamps.

**Pay this invoice online at [www.myfloridaehpermit.com](http://www.myfloridaehpermit.com)**

NOTE: Payments made online will be assessed a small convenience fee. Visit the site for more information



HEALTH



Florida Department of Health  
in Clay County  
Notification of Fees Due

Permit Number

**10-60-00147**

**For: Swimming Pools - Water Activity**

**Notice:** This bill is due and payable in full upon receipt and must be received by the local office by the payment due date (06/30/2020).

**\*1/4645133\***  
10-BID-4645133

Fee Amount: \$125.00

Previous Balance: \$0.00

**Total Amount Due: \$125.00**

Payment Due Date: 06/30/2020 or Upon Receipt

Mail To: Rolling Hills CDD  
475 W Town Place, Suite 114  
Saint Augustine, FL 32092

Please verify all information below at [www.myfloridaehpermit.com](http://www.myfloridaehpermit.com) and make changes as necessary.

**Account Information:**

Name: Rolling Hills - Water Activity Pool  
Location: 3212 Bradley Creek Parkway  
Green Cove Springs, FL 32043

Pool Volume: 3,007 gallons  
Bathing Load: 50  
Flow Rate: 60

**Owner Information:**

Name: Rolling Hills CDD  
Address: 475 W Town Place, Suite 114  
(Mailing) Saint Augustine, FL 32092  
Home Phone: (904) 531-9238 Work Phone: ()

Circle One: MC

Name on Card: \_\_\_\_\_

Account #: \_\_\_\_\_

Exp Date: \_\_\_\_/\_\_\_\_ Security Code (CVV): \_\_\_\_\_

Card's Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_

I Authorize Florida Department of Health in Clay County to charge my credit card account for the following:

Payment Amount: \$ \_\_\_\_\_ For: \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Please go online to pay fee at:**  
**[www.MyFloridaEHPermit.com](http://www.MyFloridaEHPermit.com)**

Permit Number: 10-60-00147 Bill ID: 10-BID-4645133

Billing Questions call DQH-Clay at (904) 278-3784

If you do not pay online, make checks payable to and mail invoice WITH payment to:

Florida Department of Health in Clay County  
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Batch Billing ID: 20708



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Original



Hawkins, Inc.  
2381 Rosegate  
Roseville, MN 55113  
Phone: (612) 331-6910

## INVOICE

Total Invoice \$342.00  
Invoice Number 4685738  
Invoice Date 3/24/20  
Sales Order Number/Type 3146308 SO  
Branch Plant 74  
Shipment Number 3498228

Sold To: 293306  
ACCOUNTS PAYABLE  
ROLLING HILLS ESTATES CDD  
c/o Patti Powers-GMS-SF, LLC  
5385 N Nob Hill Rd  
Sunrise FL 33351

Ship To: 295740  
ROLLING HILLS ESTATES CDD  
3212 Bradley Creek Pkwy  
Green Cove Springs FL 32043

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#			P.O. Release	Sales Agent #	
4/23/20	Net 30	PPD Origin	HAWKINS					574	
Line #	Item Number Cust Item #	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	43967	Ultra-Chlor (Sod. Hypo 12.5%)	N	220.0000	GA	\$1.5000	GA	2,219.8 LB	\$330.00
		1 GA BLK (Mini-Bulk)		220.0000	GA			2,403.1 GW	
1.010	Fuel Surcharge	Freight	N	1.0000	EA	\$12.0000			\$12.00

\*\*\*\*\* Electronic Billing Now Available.\*\*\*\*\*

Please contact our Accounts Receivable Department via email at Credit.Dept@HawkinsInc.com  
or call 612-331-6910 to get it setup on your account.

C. Hall 3/27/20  
Pool Chemicals  
1.330.57200.52100 96

Page 1 of 1

Tax Rate  
0 %

Sales Tax  
\$0.00

Invoice Total

\$342.00

## No Discounts on Freight or Containers

IMPORTANT: All products are sold without warranty of any kind and purchased with, by their own risk, determining suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Containers are to be paid for in full, as invoiced, and full refund will be made promptly, provided containers are returned to original point of shipment. Return freight charges to be prepaid. The containers returned must be the same originally shipped, and show no evidence of abuse, or use for purposes other than the storage of original containers. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose. NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.

Please  
Remit To:

Hawkins, Inc.  
P.O. Box 860263  
Minneapolis, MN 55486-0263

This contractor and subcontractor shall abide by the requirements of 41 CFR §560-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

www.hawkinsinc.com

Job# 500416217

Original



Hawkins, Inc.  
2381 Rosegate  
Roseville, MN 55113  
Phone: (612) 331-6910

## INVOICE

Total Invoice **\$342.00**  
Invoice Number **4709911**  
Invoice Date **5/5/20**  
Sales Order Number/Type **3177284 SO**  
Branch Plant **74**  
Shipment Number **3546339**

Sold To: 293306  
ACCOUNTS PAYABLE  
ROLLING HILLS ESTATES CDD  
c/o Patti Powers-GMS-SF, LLC  
5385 N Nob Hill Rd  
Sunrise FL 33351

Ship To: 295740  
ROLLING HILLS ESTATES CDD  
3212 Bradley Creek Pkwy  
Green Cove Springs FL 32043

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#		P.O. Release	Sales Agent #		
6/4/20	Net 30	PPD Origin	HAWKINS				B74		
Line #	Item Number Cust Item #	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	43967	Ultra-Chlor (Sod. Hypo 12.5%)	N	220.0000	GA	\$1.5000	GA	2,219.8 LB	\$330.00
		1 GA BLK (Mini-Bulk)		220.0000	GA			2,403.1 GW	
1.010	Fuel Surcharge	Freight	N	1.0000	EA	\$12.0000			\$12.00

\*\*\*\*\* Electronic Billing Now Available.\*\*\*\*\*

Please contact our Accounts Receivable Department via email at [Credit.Dapt@HawkinsInc.com](mailto:Credit.Dapt@HawkinsInc.com)  
or call 612-331-6910 to get it setup on your account.

C. Han 5/12/20  
Pool Chemicals  
001. 330.57200.52100

96

Page 1 of 1

Tax Rate  
0 %

Sales Tax  
\$0.00

Invoice Total

\$342.00

**No Discounts on Freight or Containers**  
IMPORTANT: All products are sold without warranty of any kind and purchasers not, by their own acts, determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Containers are to be paid for in full, as invoiced, and full refund will be made promptly, provided containers are returned by original point of shipment. Return freight charges to be prepaid. The containers returned must be the same originally shipped, and show no evidence of abuse, or use for purposes other than the storage of original contents. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose. NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.

Please Remit To: **Hawkins, Inc.**  
**P.O. Box 860263**  
**Minneapolis, MN 55486-0263**

This contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

[www.hawkinsinc.com](http://www.hawkinsinc.com)

Job# 500444661

Thursday, May 14, 2020 at 11:41:20 AM Eastern Daylight Time

---

**Subject:** refund check to Aundrea Johnson

**Date:** Thursday, May 14, 2020 at 11:40:13 AM Eastern Daylight Time

**From:** Rolling Hills

**To:** Patti Powers

Please send a \$50 refund check back to Aundrea Johnson for a rental please.  
Here mailing address is 1921 Firefly Dr Green Cove Springs, FL 32043

---  
Freddie Oca  
Rolling Hills  
3212 Bradley Creek Parkway  
Green Cove Springs, FL 32043  
(904) 531-9238  
[RHmanager@riversidemgtsvc.com](mailto:RHmanager@riversidemgtsvc.com)

139

362.108



**The Lake Doctors, Inc.**  
Aquatic Management Services

3543 State Road 419, Winter Springs, FL 32708  
PH: 800-666-5253

# INVOICE

Invoice #	501581
Account #	718674
Invoice Date	5/1/2020
Due Date	5/11/2020
Rep	NAS

<b>Bill To</b> ROLLING HILLS CDD GOVERNMENTAL MANAGEMENT SERVICES, LLC 475 WEST TOWN PLACE SUITE 114 ST AUGUSTINE, FL 32092
--

Invoice Questions: <a href="mailto:Lakes@lakedoctors.com">Lakes@lakedoctors.com</a> Payment Questions: <a href="mailto:Payments@lakedoctors.com">Payments@lakedoctors.com</a>
--

Purchase Order Number	Terms	Invoice Date Reflects Month of Service Provided
	NET 10 DAYS	
Item	Description	Amount
	Monthly Water Management Service (R)  <i>C. Hall 5/1/20</i> <i>Lake Maint.</i> <i>001.320.53800.46400</i> <i>57</i>  <b>Customer Total Balance \$420.00</b>	\$20.00
Please confirm your bank bill payer amount matches your invoice amount if you use a bank bill payer service. Thank you!		<b>Total Invoice \$420.00</b>

To help ensure prompt and accurate credit to your account, please include your account number and invoice number on your check and always include your remittance stub with your payment.

Please visit [www.lakedoctors.com](http://www.lakedoctors.com) for your local office contact information.

PLEASE DETACH & RETURN THIS PORTION WITH PAYMENT

<b>Bill To</b> ROLLING HILLS CDD GOVERNMENTAL MANAGEMENT SERVICES, LLC 475 WEST TOWN PLACE SUITE 114 ST AUGUSTINE, FL 32092
--

Amount Enclosed
-----------------

Invoice #	501581
Account #	718674
Date	5/1/2020

Go Green! Contact us at [Payments@lakedoctors.com](mailto:Payments@lakedoctors.com) to have your invoices emailed.

For address and contact updates, please email us at [Frontdesk@lakedoctors.com](mailto:Frontdesk@lakedoctors.com).

The Lake Doctors, Inc.  
3543 State Road 419  
Winter Springs, FL 32708



IF PAYING BY CREDIT CARD, FILL OUT BELOW	
Mastercard	Visa American Express
Card #	
Card Verification #	
Exp. Date #	
Print Name	
Billing Address	Check box if same as above
Signature	

Thursday, May 14, 2020 at 11:40:59 AM Eastern Daylight Time

---

**Subject:** Refund check to April Thornton

**Date:** Thursday, May 14, 2020 at 11:31:34 AM Eastern Daylight Time

**From:** Rolling Hills

**To:** Patti Powers

Patti

Could you please send a refund check to April Thornton for \$50. I think I may have submitted the rental fee and deposit check as well. Thanks Her address is:

3316 Ridgeview Dr  
Green Cove Springs, FL 32043

--

Freddie Oca

Rolling Hills

3212 Bradley Creek Parkway

Green Cove Springs, FL 32043

(904) 531-9238

[RHmanager@riversidemgtsvc.com](mailto:RHmanager@riversidemgtsvc.com)

140  
362.100



**YELLOWSTONE**  
LANDSCAPE

# INVOICE

INVOICE #	INVOICE DATE
JAX 110458	5/5/2020
TERMS	PO NUMBER
Net 30	

## Bill To:

Rolling Hills CDD  
c/o Governmental Management Services, LLC  
5385 N. Nob Hill Rd  
Sunrise, FL 33351

**Property Name:** Rolling Hills CDD

## Remit To:

Yellowstone Landscape  
PO Box 101017  
Atlanta, GA 30392-1017

**Invoice Due Date:** June 4, 2020

**Invoice Amount:** \$1,719.48

Description	Current Amount
Juniper Removal & Plant Install To remove the Juniper and roses at the monuments located at Bradley Creek/ Spring Valley and Bradley Creek/ Paddle Creek. Also, to provide and install Jack Frost Ligustrum and Dwarf Oleander. Plant Installation	\$1,719.48

*Excellence*

**Invoice Total** \$1,719.48

IN COMMERCIAL LANDSCAPING

*C. Hall 5/12/20*  
*Landscape Contingency*  
*001.320.53800.49000*

*121*

Should you have any questions or inquiries please call (386) 437-6211.

Yellowstone Landscape | Post Office Box 849 | Bunnell FL 32110 | Tel 386.437.6211 | Fax 386.437.1286



Proposal #58676  
Date: 04/09/2020  
From: Garrett Cannady

Proposal For

Governmental Management  
Services, LLC

5385 N. Nob Hill Rd  
Sunrise, FL 33351

main: 904-940-5850  
mobile:

Location

475 W Town Pl

#114  
St. Augustine, FL 32092

Property Name: Rolling Hills CDD

Juniper Removal & Plant Install

Terms: Net 30

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Jack Frost Ligustrum (3 Gallon)	28.00	\$17.11	\$478.95
Dwarf Oleander (3 Gallon)	12.00	\$19.74	\$236.84
Brown Mulch (Per Bag)	20.00	\$6.18	\$123.69
General Labor	16.00	\$55.00	\$880.00

Client Notes

To remove the Juniper and roses at the monuments located at Bradley Creek/ Spring Valley and Bradley Creek/ Paddle Creek. Also, to provide and install Jack Frost Ligustrum and Dwarf Oleander.

Signature	SUBTOTAL	\$1,719.48
x 	SALES TAX	\$0.00
	TOTAL	\$1,719.48

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.

Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact

Print Name: Christopher Hall

Title: Operations Manager

Date: 4/10/20

Assigned To

Garrett Cannady

Office:

ccannady@yellowstonelandscape.com



**YELLOWSTONE**  
LANDSCAPE

## INVOICE

INVOICE #	INVOICE DATE
JAX 112298	5/11/2020
TERMS	PO NUMBER
Net 30	

**Bill To:**

Rolling Hills CDD  
c/o Governmental Management Services, LLC  
5385 N. Nob Hill Rd  
Sunrise, FL 33351

**Remit To:**

Yellowstone Landscape  
PO Box 101017  
Atlanta, GA 30392-1017

**Property Name:** Rolling Hills CDD

**Invoice Due Date:** June 10, 2020

**Invoice Amount:** \$2,144.00

Description	Current Amount
St. Augustine Sod Installation To prep and install 3 pallets of St. Augustine sod at the entrance to the community. Sod Installation	\$2,144.00

Invoice Total \$2,144.00

*Excellence*

IN COMMERCIAL LANDSCAPING

*C. Hall 5/12/20 124*  
*Landscape Contingency*  
*001.320.53800.49000*

Should you have any questions or inquiries please call (386) 437-6211.

Yellowstone Landscape | Post Office Box 849 | Bunnell FL 32110 | Tel 386.437.6211 | Fax 386.437.1286



Proposal #58675  
Date: 04/09/2020  
From: Garrett Cannady

Proposal For

Governmental Management  
Services, LLC

5385 N. Nob Hill Rd  
Sunrise, FL 33351

main: 904-940-5850  
mobile:

Location

475 W Town Pl

#114  
St. Augustine, FL 32092

Property Name: Rolling Hills CDD

St. Augustine Sod Installation

Terms: Net 30

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
St. Augustine Sod (JX)	3.00	\$473.69	\$1,421.06
General Labor	16.00	\$55.00	\$880.00

Client Notes

To prep and install 3 pallets of St. Augustine sod at the entrance to the community.

SUBTOTAL \$2,144.00

Signature

SALES TAX \$0.00

x

TOTAL \$2,144.00

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.

Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact

Print Name:

Christopher Hall

Title:

Operations Manager

Date:

4/10/20

Assigned To

Garrett Cannady

Office:

ccannady@yellowstonelandscape.com



Florida Department of Health  
in Clay County  
Notification of Fees Due

\*1/4645095\*  
10-BID-4645095

Permit Number

**10-60-00148**

**For: Swimming Pools - Public Pool > 25000 Gallons**

**Notice:** This bill is due and payable in full upon receipt and must be received by the local office by the payment due date (06/30/2020).

Fee Amount: \$250.00

Previous Balance: \$0.00

**Total Amount Due: \$250.00**

Payment Due Date: 06/30/2020 or Upon Receipt

Mail To: Rolling Hill CDD  
475 W Town Place, Suite 114  
Saint Augustine, FL 32092

Please verify all information below at [www.myfloridaehpermit.com](http://www.myfloridaehpermit.com) and make changes as necessary.

**Account Information:**

Name: Rolling Hills - Pool  
Location: 3212 Bradley Creek Parkway  
Green Cove Springs, FL 32043

Pool Volume: 223,513 gallons  
Bathing Load: 248  
Flow Rate: 60

**Owner Information:**

Name: Rolling Hill CDD  
Address: 475 W Town Place, Suite 114  
(Mailing) Saint Augustine, FL 32092  
Home Phone: (904) 531-9238 Work Phone: ()

Circle One: MC

Name on Card: \_\_\_\_\_

Account #: \_\_\_\_\_

Exp Date: \_\_\_\_/\_\_\_\_ Security Code (CVV): \_\_\_\_\_

Card's Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_

I Authorize Florida Department of Health in Clay County to charge my credit card account for the following:

Payment Amount: \$\_\_\_\_\_ For: \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Please go online to pay fee at:**  
**[www.MyFloridaEHPermit.com](http://www.MyFloridaEHPermit.com)**

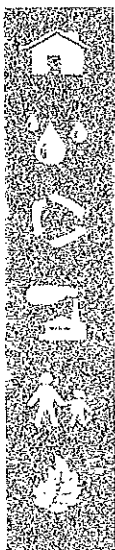
Permit Number: 10-60-00148 Bill ID: 10-BID-4645095

Billing Questions call DOH-Clay at: (904) 278-3784

If you do not pay online, make checks payable to and mail invoice WITH payment to:  
Florida Department of Health in Clay County  
P.O. Box 578  
Green Cove Springs, FL 32043

[Please RETURN invoice with your payment]

Batch Billing ID:20708



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- Save time. Paying a bill online is faster than mailing a check or hand delivering payment.
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NOTE: Payments made online will be assessed a small convenience fee. Visit the site for more information



HEALTH



Florida Department of Health  
in Clay County  
Notification of Fees Due

\*1/4645133\*  
10-BID-4645133

Permit Number

**10-60-00147**

**For: Swimming Pools - Water Activity**

Fee Amount: \$125.00

Previous Balance: \$0.00

**Total Amount Due: \$125.00**

Payment Due Date: 06/30/2020 or Upon Receipt

**Notice:** This bill is due and payable in full upon receipt and must be received by the local office by the payment due date (06/30/2020).

Mail To: Rolling Hills CDD  
475 W Town Place, Suite 114  
Saint Augustine, FL 32092

Please verify all information below at [www.myfloridaehpermit.com](http://www.myfloridaehpermit.com) and make changes as necessary.

**Account Information:**

Name: Rolling Hills - Water Activity Pool  
Location: 3212 Bradley Creek Parkway  
Green Cove Springs, FL 32043

Pool Volume: 3,007 gallons  
Bathing Load: 50  
Flow Rate: 60

**Owner Information:**

Name: Rolling Hills CDD  
Address: 475 W Town Place, Suite 114  
(Mailing) Saint Augustine, FL 32092  
Home Phone: (904) 531-9238 Work Phone: ()

Circle One: MC

Name on Card: \_\_\_\_\_

Account #: \_\_\_\_\_

Exp Date: \_\_\_\_/\_\_\_\_ Security Code (CVV): \_\_\_\_

Card's Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

I Authorize Florida Department of Health in Clay County to charge my credit card account for the following:

Payment Amount: \$\_\_\_\_\_ For: \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Please go online to pay fee at:**  
**[www.MyFloridaEHPermit.com](http://www.MyFloridaEHPermit.com)**

Permit Number: 10-60-00147 Bill ID: 10-BID-4645133

Billing Questions call DOH-Clay at: (904) 278-3784

If you do not pay online, make checks payable to and mail invoice WITH payment to:  
Florida Department of Health in Clay County  
P.O. Box 578  
Green Cove Springs, FL 32043

[Please RETURN invoice with your payment]

Batch Billing ID:20708

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**Pay this invoice online at [www.myfloridaehpermit.com](http://www.myfloridaehpermit.com)**

NOTE: Payments made online will be assessed a small convenience fee. Visit the site for more information

HEALTH



# CCSO OFF-DUTY INVOICE

FOR:  
Property Manager

92.33.345

# CCSO OFF-DUTY INVOICE

FOR:  
Property Manager

97.33.345

Orange Environmental Services  
P. O. Box 187  
Orange Park, FL 32067-0187  
904-272-3284

Page 1 of 1

Page 1 of 1

111484

111484

5/27/2020

5/27/2020

RIVERSIDE MGMT SERVICE INC  
ROLLING HILLS  
3212 BRADLEY CREEK PKWY  
GREEN COVE SPRINGS, FL 32043

OFFICE THIS SERVICE INC. 32043

Service Address: RIVERSIDE MGMT SERVICE INC 3212 BRADLEY CREEK PKWY, GREEN COVE SPRINGS, FL 32043

5/11/2020	476919	476919	Qty Pest Control	350.00	350.00	476919	350.00
-----------	--------	--------	------------------	--------	--------	--------	--------

81

350.00

0.00

0.00

0.00

350.00

TOTAL  
AMOUNT  
DUE

350.00

\*BALANCE IS DUE BY JUNE 10, 2020.\*FROM OUR OFFICE TO YOUR HOME...WE WISH OUR CUSTOMERS  
GOOD HEALTH - AMERICA STRONG \*

CHECK ITEMS BEING PAID

AMOUNT  
REMITTED

Wednesday, May 27, 2020 at 1:46:34 PM Eastern Daylight Time

---

**Subject:** Fwd: STATEMENT FROM ORANGE ENVIRONMENTAL  
**Date:** Wednesday, May 27, 2020 at 12:23:25 PM Eastern Daylight Time  
**From:** Rolling Hills  
**To:** Patti Powers  
**Attachments:** Statement 111484.pdf

Patti

Please process. GL# 1-57200-330-46000 Thanks

----- Forwarded message -----

From: <LaDonna@oesfl.net>  
Date: Wed, May 27, 2020 at 11:03 AM  
Subject: STATEMENT FROM ORANGE ENVIRONMENTAL  
To: <RHMANAGER@riversidemgtsvc.com>

Your Statement from Orange Environmental Services is attached.

If you have any questions please call Office /Accounting Department  
at (904) 272-3284 Ext# 302

We appreciate your Business

--

Freddie Oca  
Rolling Hills  
3212 Bradley Creek Parkway  
Green Cove Springs, Fl. 32043  
(904) 531-9238  
[RHmanager@riversidemgtsvc.com](mailto:RHmanager@riversidemgtsvc.com)

Riverside Management Services, Inc  
9655 Florida Mining Blvd. W.  
Building 300, Suite 305  
Jacksonville, FL 32257

# Invoice

Invoice #: 323  
Invoice Date: 5/18/2020  
Due Date: 5/18/2020  
Case:  
P.O. Number:

Bill To:  
Rolling Hills CDD  
475 West Town Place  
Suite 114  
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Facility Maintenance April 1 - April 30, 2020		4,479.14	4,479.14
Maintenance Supplies		1,380.70	1,380.70
Facility Maint. - \$ 2585.56 001.330.57200.46000			
Repairs & Maint - \$ 2585.55 001.320.53800.46000			
Janitorial Supplies - \$ 373.90 001.330.57200.52000			
Office Supplies - \$ 314.83 001.330.57200.52000			
C. Allen 5/26 60			
Total			\$5,859.84
Payments/Credits			\$0.00
Balance Due			\$5,859.84

MAINTENANCE BILLABLE PURCHASES

Period Ending 05/05/20

<u>DISTRICT</u>	<u>DATE</u>	<u>SUPPLIES</u>	<u>PRICE</u>	<u>EMPLOYEE</u>
RH				
ROLLING HILLS	3/30/20	Disinfectant Wipes 4 Rolls	143.75	F.O.
	4/1/20	Sirius Radio	57.39	F.O.
	4/1/20	Computer Mouse	7.91	F.O.
	4/1/20	Sticky Notes (2)	5.68	F.O.
	4/1/20	Bandannas (3)	6.80	F.O.
	4/1/20	Tacks	1.66	F.O.
	4/1/20	Copy Paper (2)	70.00	F.O.
	4/1/20	Paper	5.72	F.O.
	4/2/20	John Deere Gator/Trailer Rental	80.50	R.W.
	4/2/20	Contractor Trash Bags	22.94	R.W.
	4/2/20	Gas for John Deere Gator	7.50	R.W.
	4/3/20	D Batteries	24.01	F.O.
	4/5/20	Microsoft Subscription	125.91	F.O.
	4/8/20	24" Life Rings (2)	123.03	C.H.
	4/9/20	Behr Flat Paint	37.93	C.P.
	4/9/20	Terry Towels 20pk	11.47	C.P.
	4/9/20	White Foam 4x11"	6.06	C.P.
	4/9/20	White Foam 4" Mini 5pk	10.32	C.P.
	4/9/20	Pat	11.47	C.P.
	4/9/20	Pelican LIner 3pk	4.91	C.P.
	4/13/20	Tri Fold Paper Towels	31.26	F.O.
	4/13/20	Trash Bags	20.10	F.O.
	4/13/20	Manila Folders	9.75	F.O.
	4/13/20	Wrap for motor	14.93	F.O.
	4/13/20	Gloves	14.12	F.O.
	4/15/20	Windex 2L	6.76	C.P.
	4/15/20	Windex 32oz	4.35	C.P.
	4/21/20	Lysol Toilet Bowl Cleaner (2)	8.85	C.P.
	4/21/20	Behr Flat Paint	37.93	C.P.
	4/23/20	Short Brush	6.75	T.C.
	4/23/20	Pelican LIner 3pk	4.91	T.C.
	4/23/20	Behr Paint (2)	75.85	T.C.
	4/28/20	9" Roller Frame (2)	9.61	C.P.
	4/28/20	3M Sand Blocks (2)	9.82	C.P.
	4/28/20	3pk Plastic Drop Cloth	5.72	C.P.
	4/28/20	9"x1/2 Rolls (4)	20.56	C.P.
	4/28/20	4" Plastic Roller Tray	2.27	C.P.
	4/28/20	White Foam 4x11"	6.06	C.P.
	4/28/20	White Foam 4" Mini 5pk	10.32	C.P.
	4/28/20	Short Cut Brush (6)	40.50	C.P.
	4/29/20	Clorox Bleach 320oz (2)	8.90	C.P.
	4/29/20	Disposable Gloves 50ct (2)	11.43	C.P.
	5/1/20	Stop the Spread Signs (2)	20.29	C.H.
	5/1/20	Please Wash Your Hands Signs (8)	57.41	C.H.
	5/5/20	36" Nifty Nabber	22.97	C.P.
	5/5/20	1gallon Behr Paint (2)	75.85	C.P.
	5/5/20	1 gallon Hand Sanitizers (2)	80.50	C.H.
			0.00	

TOTAL \$1,380.70

RMS

ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT  
MAINTENANCE BILLABLE HOURS  
FOR THE MONTH OF APRIL 2020

Date	Hours	Employee	Description
4/2/20	4	R.W.	Inspected and cleaned lakes and outfall structures (Used Gator and Large Trailer)
4/2/20	4	S.A.	Inspected and cleaned lakes and outfall structures (Used Gator and Large Trailer)
4/3/20	2	E.T.	Met with Clay County Health Inspector for Walk through regarding pool
4/6/20	6	T.C.	Checked and replaced trash receptacle liners on main road, removed mulch from tree base at pool deck, blew leaves and debris off pool deck and boardwalk, organized janitorial closet
4/8/20	8	T.C.	Painted trim on exterior around doors
4/8/20	8	C.P.	Repaired pavers at zero entry for pool, lowered pavers to be flush with zero entry
4/9/20	8	T.C.	Painted columns
4/10/20	7	T.C.	Painted columns
4/16/20	5	C.P.	Removed debris around amenity center, parking lot, main road and common areas, checked and changed all trash receptacles
4/16/20	2	T.C.	Pick up and installed new life rings
4/21/20	6	C.P.	Removed debris around amenity center, parking lot, along main road and common areas, checked and changed all trash receptacles
4/21/20	8	T.C.	Paint columns on pool deck
4/22/20	8.6	C.P.	Painted columns and cleaned fans at pavilion, finished painting columns under cabana
4/23/20	8	T.C.	Picked up supplies, painted columns
4/24/20	3	C.P.	Started to prep the back wall of pavilion for new paint and cleaned fans in pavilion bathrooms
4/26/20	8	C.P.	Finished prepping pavilion walls for painting, paint mantles on fireplace in pavilion, painted post along zero entry to 3 <sup>rd</sup> section
4/28/20	8	T.C.	Paint columns and window frame
4/28/20	8	R.W.	Painted wooden posts around pool, prepped wall for painting on outside of gazebo, prepped TV ledge and painted on outside gazebo
4/29/20	6	C.P.	Reorganized pool deck furniture, removed debris around amenity center, parking lot, along main roads and common areas, checked and changed all trash receptacles
4/30/20	8	T.C.	Paint columns at lifeguard station, removed debris from common areas, replaced trash receptacle liners as needed

TOTAL 123.5

MILES 352

\*Mileage is reimbursable per section 112.061 Florida Statutes Mileage Rate 2009-0.445



**YELLOWSTONE**

**INVOICE**

INVOICE #	INVOICE DATE
JAX 115594	5/27/2020
TERMS	PO NUMBER
Net 30	

**Bill To:**

Rolling Hills CDD  
c/o Governmental Management Services, LLC  
5385 N. Nob Hill Rd  
Sunrise, FL 33351

**Property Name:** Rolling Hills CDD

**Remit To:**

Yellowstone Landscape  
PO Box 101017  
Atlanta, GA 30392-1017

**Invoice Due Date:** June 26, 2020

**Invoice Amount:** \$1,851.00

Description	Current Amount
-------------	----------------

Master Valve Installation

Irrigation Repairs

\$1,851.00

**Invoice Total**

**\$1,851.00**

124.32.465

4

**Should you have any questions or inquiries please call (386) 437-6211.**

Yellowstone Landscape | Post Office Box 849 | Bunnell FL 32110 | Tel 386.437.6211 | Fax 386.437.1286



**SMARTHOME.BIZ**  
SMART HOME SPECIALISTS

Tel. 904-743-8444  
www.smarthome.biz  
sales@smarthome.biz

Riverside Management Services  
16529 Tisons Bluff Rd  
Jacksonville FL 32218

PLEASE PAY BY

04/01/2020

INVOICE DATE

03/11/2020

**INVOICE NO. 150214**

Site: Rolling Hills at Lake Asbury  
Site Address: 3212 Bradley Creek Pkwy  
Green Cove Springs FL 32043  
Job No.: 58710  
Job Name:  
Order No.:

**Description**

install software on new laptop 904-338-5723  
03/11/2020 - Brent Touchet:  
The job is complete.

69. 33.400

Install software and firmware and up to date and test if you have any further problems with your system please contact us.

**Service - Security**

Sub-Total ex Tax	\$185.00
Tax	\$0.00
Total	\$185.00

*\*Thank you—we really appreciate your business! Please send payment within 21 days of receiving this invoice.*

**IMPORTANT:** Please remember to test your system monthly.

Need automation for your home? Visit us online at [www.smarthome.biz](http://www.smarthome.biz)

*There will be a 1.5% interest charge per month on late invoices.*

Sub-Total ex Tax	\$185.00
Tax	\$0.00
Total inc Tax	\$185.00
Amount Applied	\$0.00
Balance Due	\$185.00



**SMARTHOME.BIZ**  
EVERY DAY HOME SPECIALISTS

Tel. 904-743-8444  
www.smarthome.biz  
sales@smarthome.biz

PLEASE PAY BY

04/01/2020

AMOUNT DUE

\$185.00

INVOICE DATE

03/11/2020

**INVOICE NO. 150214**

## How To Pay

☐

Credit Card (MasterCard, Visa, Amex)

Credit Card No.

Card Holder's Name: \_\_\_\_\_ CCV: \_\_\_\_\_

Expiry Date:  /  Signature: \_\_\_\_\_

NAME: **Riverside Management Services**

DUE DATE:

04/01/2020

AMOUNT DUE:

\$185.00

Please Reference: **150214**

### Mail

Detach this section and mail check to:

Atlantic Security  
1714 Cesery Blvd  
Jacksonville, FL 32211

Friday, May 29, 2020 at 10:57:53 AM Eastern Daylight Time

**Subject:** Fwd: Invoice  
**Date:** Friday, May 29, 2020 at 10:51:54 AM Eastern Daylight Time  
**From:** Rolling Hills  
**To:** Patti Powers  
**Attachments:** companyLogoSmall.png, Invoice\_No\_150214.pdf

Patti

Could you please process to GL# 1-57200-330-46000? Thanks

----- Forwarded message -----

**From:** Atlantic Security A/R Department <[ardept@atlanticcompanies.net](mailto:ardept@atlanticcompanies.net)>  
**Date:** Thu, May 21, 2020 at 2:21 PM  
**Subject:** Invoice  
**To:** Riverside Management Services <[rhmanager@riversidemgtsvc.com](mailto:rhmanager@riversidemgtsvc.com)>



**SMARTHOME.BIZ**  
SMART HOME SPECIALISTS

Dear Riverside Management Services,

Please find attached invoice no. 150214.

You can pay this via the following link: - [click here](#)

How did we do?

[Click to rate your experience with Atlantic Companies](#)

Thank you,

Atlantic Security

Freddie Oca  
Rolling Hills  
3212 Bradley Creek Parkway  
Green Cove Springs, Fl. 32043  
(904) 531-9238  
[RHmanager@riversidemgtsvc.com](mailto:RHmanager@riversidemgtsvc.com)

# Rolling Hills

## Utility Schedule

### Clay County Utility Authority

Account #	Service Address	May-20
00244868	3212-1 Bradley Creek Pkwy - Rclm	\$ 128.81
00244869	3212-2 Bradley Creek Pkwy - Rclm	\$ 610.53
00253042	3212-3 Bradley Creek Pkwy - Irr	\$ 1,150.33
00256584	3215-2 Bradley Creek Pkwy - Irr	\$ 128.81
00260347	3212-4 Bradley Creek Pkwy -Residents Club	\$ 330.42
		<u>\$ 2,348.90</u>

### Vendor #16

001.320.53800.43100	\$ 2,018.48
001.330.57200.43100	\$ 330.42
	<u>\$ 2,348.90</u>

# Rolling Hills

## Utility Schedule

### Clay County Utility Authority

Account #	Service Address	May-20
00244868	3212-1 Bradley Creek Pkwy - Rclm	\$ 128.81
00244869	3212-2 Bradley Creek Pkwy - Rclm	\$ 610.53
00253042	3212-3 Bradley Creek Pkwy - Irr	\$ 1,150.33
00256584	3215-2 Bradley Creek Pkwy - Irr	\$ 128.81
00260347	3212-4 Bradley Creek Pkwy -Residents Club	\$ 330.42
		<u>\$ 2,348.90</u>

### Vendor #16

001.320.53800.43100	\$ 2,018.48
001.330.57200.43100	<u>\$ 330.42</u>
	<u>\$ 2,348.90</u>



3176 Old Jennings Road, Middleburg, Florida 32068  
 Please visit us on the web at [www.clayutility.org](http://www.clayutility.org)  
 Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: ROLLING HILLS CDD

Bill Date: 06/04/2020

Customer #: 00244868

Service Address: 3212 -1 Bradley Creek Pkwy Reclaimed Irrigation

Route #: MC13020732

**Water**

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid)		06/04/20 to 07/08/20				\$0.00
Consumption Charges		Tier 1	0.0	X	0.00	\$0.00
Proration Factor: 0.0000		Tier 2	0.0	X	0.00	\$0.00
		Tier 3	0.0	X	0.00	\$0.00
		Tier 4	0.0	X	0.00	\$0.00

Alternative Water Supply Surcharge \$0.00

**Reuse**

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
68272411	2	06/02/20	29	73914	73914	0
Base Charges (Prepaid)						\$128.81
Consumption Charges		Tier 1	0.0	X	0.79	\$0.00
Proration Factor: 0.9667		Tier 2	0.0	X	1.56	\$0.00
		Tier 3	0.0	X	2.35	\$0.00

**Other Charges**

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$128.81
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$128.81</b>

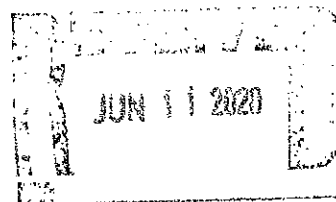
**IMPORTANT NOTICE:** Service disruptions for nonpayment will resume Tuesday, July 28, 2020. Delinquent balances must be paid or have an active extension to avoid service disconnection and additional fees.

Please call our Customer Service Department at 904-272-5999 to make a payment or payment arrangements before Friday, July 24, 2020.

Need assistance with your bill? Visit our website for a list of agencies who may be able to help. [https://www.clayutility.org/myservice/customer\\_assistance\\_program.aspx](https://www.clayutility.org/myservice/customer_assistance_program.aspx)

Please pay \$128.81 by 6/25/2020 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$128.81 was posted to your account on 05/26/2020.



Please return this portion with payment

**Bill Summary**

Clay County Utility Authority  
 3176 Old Jennings Road  
 Middleburg, Florida 32068

Bill Date	06/04/20
Current Charges	\$128.81
Current Charges Past Due After	06/25/20
Lend A Helping Hand ( If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$128.81

ROLLING HILLS CDD

Customer #:00244868

3212 -1 Bradley Creek Pkwy Reclaimed Irrigation

Route #:MC13020732

Route Group:20

AYC0603F  
 2000000851 47/1



ROLLING HILLS CDD  
 5385N NOB HILL ROAD  
 SUNRISE FL 33351-4761



CLAY COUNTY UTILITY AUTHORITY  
 3176 OLD JENNINGS ROAD  
 MIDDLEBURG, FL 32068

#### ***About This Bill:***

When returning your payment by mail, please return the lower portion with your remittance. Include your customer number on your check or other correspondence. Do not mail cash. When paying your bill in person, please bring the entire bill with you. The upper portion will be stamped "paid" to serve as your receipt.

#### ***About Deposits:***

Deposits are necessary to protect paying customers from losses caused by those who do not pay. Deposits earn interest annually. Customers with deposits on file will receive interest credits on the bill received after their 12 month anniversary date and each year thereafter during that same period.

#### ***Collection:***

Payments are due upon receipt. Any previous balance beyond the due date for that billing period is past due and subject to disconnection. Customers may be charged a late charge for past due payments.

#### ***Service Charges:***

A charge for additional services related to your account such as initial connection of service, reconnection after failure to pay, premise visit after hours, premise visit, return check charge, violation of reconnection, etc. may apply.

#### ***Tax:***

Some municipalities levy a tax on services you use. It is collected by your utility and remitted to the municipality.

#### ***About Employees:***

Company policy prohibits field personnel from collecting cash. All field employees are in company uniform and carry identification cards.

If your service is interrupted, please call the telephone number listed on the front of your bill. Please remember that during severe weather service interruption may be widespread, thus delaying the repair of service.

#### ***Account Information Changes:***

Please note we cannot change the name or mailing address on this account without proper documentation. If the actual name or mailing address on your account is incorrect, please visit us on the web at [www.clayutility.org](http://www.clayutility.org). If you do not have web access, you may call our toll free number at 1-877-476-CCUA. Having the correct billing (mailing) address on your account will help ensure proper delivery of your bill. CCUA will not be responsible for returned mail or disconnection of service due to non-payment of your account should you not receive a bill. If there is a discrepancy in your service address, CCUA billing staff will have to verify your correct address with the County before any change is made.

For more information, visit us on the web at [www.clayutility.org](http://www.clayutility.org) and [www.claycountyutilities.com](http://www.claycountyutilities.com)  
[www.clayutility.org/ccc](http://www.clayutility.org/ccc)

Please include any mailing address changes on a separate enclosure and return with your bill stub and payment or visit us at [www.clayutility.org](http://www.clayutility.org).

All payments are automatically processed.  
Noting changes on this bill stub will not ensure proper changes are made to your account.



3176 Old Jennings Road, Middleburg, Florida 32068  
 Please visit us on the web at [www.clayutility.org](http://www.clayutility.org)  
 Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: ROLLING HILLS CDD

Bill Date: 06/04/2020

Customer #: 00244869

Service Address: 3212 -2 Bradley Creek Pkwy Reclaimed Irrigation

Route #: MC13020734

**Water**

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid) 06/04/20 to 07/08/20						
Consumption Charges						
Proration Factor: 0.0000						
		Tier 1	0.0	X	0.00	\$0.00
		Tier 2	0.0	X	0.00	\$0.00
		Tier 3	0.0	X	0.00	\$0.00
		Tier 4	0.0	X	0.00	\$0.00

Alternative Water Supply Surcharge \$0.00

Base Charges (Prepaid)						\$0.00
Consumption Charges	0.0	X			0.00	\$0.00

**Reuse**

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
68272412	2	06/02/20	29	65028	65323	295
Base Charges (Prepaid)						
Consumption Charges						
Proration Factor: 0.9667						
		Tier 1	116.0	X	0.79	\$128.81
		Tier 2	38.7	X	1.56	\$91.64
		Tier 3	140.3	X	2.35	\$60.37
						\$329.71

**Other Charges**

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$610.53
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$610.53</b>

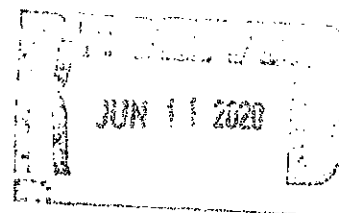
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Please pay \$610.53 by 6/25/2020 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$759.98 was posted to your account on 05/26/2020.



Please return this portion with payment



Clay County Utility Authority  
 3176 Old Jennings Road  
 Middleburg, Florida 32068

ROLLING HILLS CDD

Customer #:00244869

3212 -2 Bradley Creek Pkwy Reclaimed Irrigation

Route #:MC13020734

Route Group:20

**ADDRESSES**

AYC0603F  
 2000000852 47/2

ROLLING HILLS CDD  
 5385 N NOB HILL ROAD  
 SUNRISE FL 33351-4761

**Bill Summary**

Bill Date	06/04/20
Current Charges	\$610.53
Current Charges Past Due After	06/25/20
Lend A Helping Hand ( If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$610.53

**PAID PAYMENTS**

CLAY COUNTY UTILITY AUTHORITY  
 3176 OLD JENNINGS ROAD  
 MIDDLEBURG, FL 32068

#### **About Your Bill**

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#### **Disconnection**

Payments are due upon receipt. Any previous balance beyond the due date for that billing period is past due and subject to disconnection. Customers may be charged a late charge for past due payments.

#### **Service Charges**

A charge for additional services related to your account such as initial connection of service, reconnection after failure to pay, premise visit, after hours premise visit, return check charge, violation or reconnection, etc. may apply.

#### **Tax**

Some municipalities levy a tax on services you use. It is collected by your utility and remitted to the municipality.

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For online bill payment, please visit our website at [www.clayutility.org](http://www.clayutility.org).

<https://www.clayutility.org/cor>

**Please include any mailing address changes on a separate enclosure and return with your bill stub and payment or visit us at [www.clayutility.org](http://www.clayutility.org).**

**All payments are automatically processed.  
Noting changes on this bill stub will not ensure proper changes are made to your account.**



3176 Old Jennings Road, Middleburg, Florida 32068  
 Please visit us on the web at [www.clayutility.org](http://www.clayutility.org)  
 Hours: Monday - Friday, 8am - 5pm Phone: 904-272-5999

Customer Name: ROLLING HILLS CDD

Bill Date: 06/04/2020

Customer #: 00253042

Service Address: 3212-3 Bradley Creek Pkwy Irrigation

Route #: MC13020736

**Water**

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
69667781	2	06/02/20	29	27553	27898	345

Base Charges (Prepaid)	06/04/20 to 07/08/20					\$85.30
Consumption Charges	Tier 1	77.3	X	1.47		\$113.63
Proration Factor: 0.9667	Tier 2	116.0	X	3.04		\$352.64
	Tier 3	151.7	X	3.94		\$597.70
	Tier 4	0.0	X	5.06		\$0.00

Alternative Water Supply Surcharge \$1.06

**Reuse**

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid)						\$0.00
Consumption Charges			0.0	X	0.00	\$0.00
Proration Factor: 0.0000	Tier 1	0.0	X	0.00		\$0.00
	Tier 2	0.0	X	0.00		\$0.00
	Tier 3	0.0	X	0.00		\$0.00

**Other Charges**

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$1,150.33
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$1,150.33</b>

**IMPORTANT NOTICE:** Service disruptions for nonpayment will resume Tuesday, July 28, 2020. Delinquent balances must be paid or have an active extension to avoid service disconnection and additional fees.

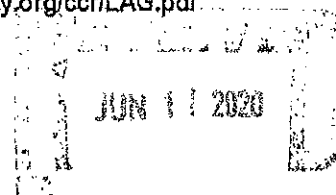
Please call our Customer Service Department at 904-272-5999 to make a payment or payment arrangements before Friday, July 24, 2020.

Need assistance with your bill? Visit our website for a list of agencies who may be able to help. [https://www.clayutility.org/myservice/customer\\_assistance\\_program.aspx](https://www.clayutility.org/myservice/customer_assistance_program.aspx)

Please pay \$1150.33 by 6/25/2020 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$916.44 was posted to your account on 05/26/2020.

Consumer Confidence and UCMR4 Reports are available at our office and online at: [www.clayutility.org/ccr/LAG.pdf](http://www.clayutility.org/ccr/LAG.pdf)



Please return this portion with payment



Clay County Utility Authority  
 3176 Old Jennings Road  
 Middleburg, Florida 32068

ROLLING HILLS CDD

Customer #:00253042

3212-3 Bradley Creek Pkwy Irrigation

Route #:MC13020736

Route Group:20

**ADDRESSEE**

AYC0603F  
 2000000853 47/3

ROLLING HILLS CDD  
 5385N NOB HILL ROAD  
 SUNRISE FL 33351-4761

**Bill Summary**

Bill Date	06/04/20
Current Charges	\$1,150.33
Current Charges Past Due After	06/25/20
Lend A Helping Hand ( If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$1,150.33

**PAID BY METHOD**

CLAY COUNTY UTILITY AUTHORITY  
 3176 OLD JENNINGS ROAD  
 MIDDLEBURG, FL 32068

#### ***About This Bill:***

When returning your payment by mail, please return the lower portion with your remittance. Include your customer number on your check or other correspondence. Do not mail cash. When paying your bill in person, please bring the entire bill with you. The upper portion will be stamped "paid" to serve as your receipt.

#### ***About Deposits:***

Deposits are necessary to protect paying customers from losses caused by those who do not pay. Deposits earn interest annually. Customers with deposits on file will receive interest credits on the bill received after their 12 month anniversary date and each year thereafter during that same period.

#### ***Collections:***

Payments are due upon receipt. Any previous balance beyond the due date for that billing period is past due and subject to disconnection. Customers may be charged a late charge for past due payments.

#### ***Service Charges:***

A charge for additional services related to your account such as initial connection of service, reconnection after failure to pay, premise visit, after hours premise visit, return check charge, violation of reconnection, are may apply.

#### ***Taxes:***

Some municipalities levy a tax on services you use. It is collected by your utility and remitted to the municipality.

#### ***About Employees:***

Company policy prohibits field personnel from collecting cash. All field employees are in company uniform and carry identification cards.

If your service is interrupted, please call the telephone number listed on the front of your bill. Please remember that during severe weather service interruption may be widespread, thus delaying the repair of service.

#### ***Account Information Changes:***

Please note we cannot change the name or mailing address on this account without proper documentation. If the actual name or mailing address on your account is incorrect, please visit us on the web at [www.clayutility.org](http://www.clayutility.org). If you do not have web access, you may call our toll free number at 1-877-476-CCUA. Having the correct billing (mailing) address on your account will help ensure proper delivery of your bill. CCUA will not be responsible for returned mail or disconnection of service due to non-payment of your account should you not receive a bill. If there is a discrepancy in your service address, CCUA billing staff will have to verify your correct address with the County before any change is made.

Consolidated billing information is currently available at our online account site.

<https://www.clayutility.org/for>

**Please include any mailing address changes on a separate enclosure and return with your bill stub and payment or visit us at [www.clayutility.org](http://www.clayutility.org).**

**All payments are automatically processed. Noting changes on this bill stub will not ensure proper changes are made to your account.**



3176 Old Jennings Road, Middleburg, Florida 32068  
 Please visit us on the web at [www.clayutility.org](http://www.clayutility.org)  
 Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: ROLLING HILLS CDD

Bill Date: 06/04/2020

Customer #: 00256584

Service Address: 3215-2 Bradley Creek Pkwy Reclaimed Irrigation

Route #: MC13020730

**Water**

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid)		06/04/20 to 07/08/20				\$0.00
Consumption Charges		Tier 1	0.0	X	0.00	\$0.00
Proration Factor: 0.0000		Tier 2	0.0	X	0.00	\$0.00
		Tier 3	0.0	X	0.00	\$0.00
		Tier 4	0.0	X	0.00	\$0.00

Alternative Water Supply Surcharge \$0.00

Base Charges (Prepaid)						\$0.00
Consumption Charges		0.0	X		0.00	\$0.00

**Reuse**

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
58730024	2	06/02/20	29	19369	19369	0
Base Charges (Prepaid)						\$128.81
Consumption Charges		Tier 1	0.0	X	0.79	\$0.00
Proration Factor: 0.9667		Tier 2	0.0	X	1.66	\$0.00
		Tier 3	0.0	X	2.35	\$0.00

**Other Charges**

Administrative Fees (Prepaid)		\$0.00
Capacity Fees (Prepaid)		\$0.00
Deposit Interest Refund		\$0.00
Current Charges		\$128.81
Previous Balance		\$0.00
Late Charge (If Applicable)		\$0.00
<b>TOTAL AMOUNT DUE</b>		<b>\$128.81</b>

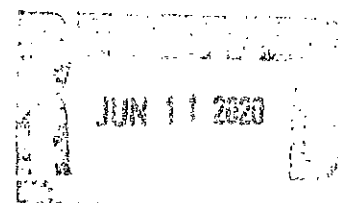
**IMPORTANT NOTICE:** Service disruptions for nonpayment will resume Tuesday, July 28, 2020. Delinquent balances must be paid or have an active extension to avoid service disconnection and additional fees.

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Please pay \$128.81 by 6/25/2020 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$131.18 was posted to your account on 05/26/2020.



Please return this portion with payment

**Bill Summary**

Clay County Utility Authority  
 3176 Old Jennings Road  
 Middleburg, Florida 32068

Bill Date	06/04/20
Current Charges	\$128.81
Current Charges Past Due After	06/25/20
Lend A Helping Hand ( If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$128.81

ROLLING HILLS CDD

Customer #:00256584

3215-2 Bradley Creek Pkwy Reclaimed Irrigation

Route #:MC13020730

Route Group:20

**ADDRESSEE**

AYC0603F  
 2030000854 47/4

ROLLING HILLS CDD  
 5385N NOB HILL ROAD  
 SUNRISE FL 33351-4761

**MAIL PAYMENT TO**

CLAY COUNTY UTILITY AUTHORITY  
 3176 OLD JENNINGS ROAD  
 MIDDLEBURG, FL 32068

#### **About this Bill**

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#### **Connections**

Payments are due upon receipt. Any previous balances beyond the due date for that billing period is past due and subject to disconnection. Customers may be charged a late charge for past due payments.

#### **Service Charges**

A charge for additional services related to your account such as initial connection of service, reconnection after failure to pay, premise visit, after hours premise visit, return check charge, violation of reconnection, etc. may apply.

#### **Tax**

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#### **About Employees**

Company policy prohibits field personnel from collecting cash. All field employees are in company uniform and carry identification cards.

If your service is interrupted, please call the telephone number listed on the front of your bill. Please remember that during severe weather service interruption may be widespread, thus delaying the repair of service.

#### **Account Information Changes**

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Our online information portal is an available communication and website.

<http://www.clayutility.org/ocr>

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3176 Old Jennings Road, Middleburg, Florida 32068  
 Please visit us on the web at [www.clayutility.org](http://www.clayutility.org)  
 Hours: Monday - Friday, 8am - 5pm Phone: 904-272-5999

Customer Name: ROLLING HILLS CDD

Bill Date: 06/04/2020

Customer #: 00260347

Service Address: 3212-4 Bradley Creek Pkwy Resident's Club

Route #: MC13020738

**Water**

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
70003704	2	06/02/20	29	13	21	8

Base Charges (Prepaid)	06/04/20 to 07/08/20					\$85.30
Consumption Charges	Tier 1	8.0	X	1.97		\$15.76
Proration Factor: 0.9667	Tier 2	0.0	X	0.00		\$0.00
	Tier 3	0.0	X	0.00		\$0.00
	Tier 4	0.0	X	0.00		\$0.00

Alternative Water Supply Surcharge \$1.06

**Gas**

Base Charges (Prepaid)						\$193.18
Consumption Charges	8.0	X	4.39			\$35.12

**Reuse**

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid)						\$0.00
Consumption Charges	Tier 1	0.0	X	0.00		\$0.00
Proration Factor: 0.0000	Tier 2	0.0	X	0.00		\$0.00
	Tier 3	0.0	X	0.00		\$0.00

**Other Charges**

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$330.42
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$330.42</b>

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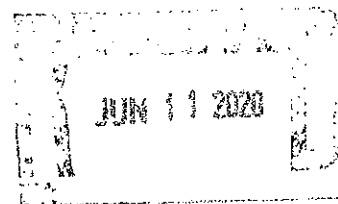
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Please pay \$330.42 by 6/25/2020 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$285.90 was posted to your account on 05/26/2020.

Consumer Confidence and UCMR4 Reports are available at our office and online at: [www.clayutility.org/ccr/LAG.pdf](http://www.clayutility.org/ccr/LAG.pdf)



Please return this portion with payment



Clay County Utility Authority  
 3176 Old Jennings Road  
 Middleburg, Florida 32068

ROLLING HILLS CDD

Customer #:00260347

3212-4 Bradley Creek Pkwy Resident's Club

Route #:MC13020738

Route Group:20

**ADDRESSEE**

AYC0603F  
 200C000855 47/5

ROLLING HILLS CDD  
 5385 N NOB HILL ROAD  
 SUNRISE FL 33351-4761

**MAIL PAYMENT INFO**

Bill Date	06/04/20
Current Charges	\$330.42
Current Charges Past Due After	06/25/20
Lend A Helping Hand ( If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$330.42



CLAY COUNTY UTILITY AUTHORITY  
 3176 OLD JENNINGS ROAD  
 MIDDLEBURG, FL 32068

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#### **Disconnections**

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<https://www.clayutility.org/ocr>

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## Rolling Hills

### Utility Schedule

#### Clay Electric Cooperative

Account #	Service Address	May-20
7182249	2404 Rolling View Blvd #1	\$ 1,938.20
7751951	3212 Bradley Creek Pkwy - Amenity Ctr	\$ 2,678.00
7755259	3236 Bradley Creek Pkwy - #1	\$ 27.00
7755275	3314 Ridgeview Dr #1	\$ 28.00
7755283	2448 Rolling View Blvd	\$ 91.00
		<b>\$ 4,762.20</b>

Vendor #27	
001.320.53800.43000	\$ 2,084.20
001.330.57200.43000	\$ 2,678.00
	<b>\$ 4,762.20</b>

# Rolling Hills

## Utility Schedule

### Clay Electric Cooperative

Account #	Service Address	May-20
7182249	2404 Rolling View Blvd #1	\$ 1,938.20
7751951	3212 Bradley Creek Pkwy - Amenity Ctr	\$ 2,678.00
7755259	3236 Bradley Creek Pwky - #1	\$ 27.00
7755275	3314 Ridgeview Dr #1	\$ 28.00
7755283	2448 Rolling View Blvd	\$ 91.00
		<b>\$ 4,762.20</b>

Vendor #27	
001.320.53800.43000	\$ 2,084.20
001.330.57200.43000	\$ 2,678.00
	<b>\$ 4,762.20</b>



Clay Electric Cooperative, Inc.

Orange Park District

734 Blanding Blvd

Orange Park FL 32065-5798

904-272-2456 (800)224-4917

Statement Date: 05/26/2020

Trustee Dist 06

Web Address  
clayelectric.com

Automated Outage Reporting Line: (888) 434-9844

Account	Name		Service Address			Meter No	Multiplier	
*7182249	ROLLING HILLS VENTURE LLC		2404 ROLLING VIEW BLVD # 1			151840010	1	
Rate - GS	From	To	Approx Next Read Date	Previous	Present	KWH	Days	Daily KWH
GS Non-Demand	04/21/2020	05/20/2020	06/22/20	2066	2164 May 2019	98 125	29 29	3 4

Previous Statement Balance

36.00

05/13/2020 Payment Received - Thank You

36.00CR

Previous Balance

\$ 0.00

Current Charges Billed 05/26/2020

Energy

7.97

Access Charge

23.00

Power Cost Adjustment .01740 X 98 KWH

1.71

FLA Gross Receipts Tax

0.84

Florida State Sales Tax

2.33

Clay Co Public Ser Utility Tax

1.19

Clay County Sales Tax

0.34

Operation Round Up

0.62

Current Charges Due on 06/16/2020

\$ 38.00

Total Amount Due

\$ 38.00

Non-Taxable Fuel Amount @ .02902/KWH -\$2.84

Government Taxes/Fees are not imposed by Clay Electric

\$ 4.70

Capital Credits 2019 Allocations:

\$ 25.59

If you received service in 2019 from Clay Electric, please note your Capital Credits allocation on this month's bill. This allocation will be distributed over future years as Capital Credits are retired.

Payments received after 3 pm will be credited to your account the following business day. Billings not paid in full will incur a late charge of \$5.00 or 5% of the delinquent amount (whichever is greater) that will be added to your account.

▼ Tear Here ▼

When Paying in Person: Bring entire bill with you.

When Paying By Mail: Return this portion with your payment.

Clay Electric Cooperative, Inc.

P.O. Box 308

Keystone Heights, Florida 32656-0308

19

Mailing Address Correction:

911 Emergency Address:

Account Number	I included an additional amount as a donation to Project Share to help those in need.
*7182249	
Phone Number	
(904) 278-5020	
Phone Correction	\$
Return this coupon with your payment	Payment Amount
	Write Account Number on check and make payable to: Clay Electric Cooperative, Inc.

Current Charges

\$ 38.00

Due Date 06/16/2020

Total Amount Due

\$ 38.00

80392-28B\*1\*19\*  
ROLLING HILLS VENTURE LLC  
5385 N NOB HILL RD  
SUNRISE FL 33351-4761

07182249

0000038000

00000691

### What is CheckOut?

Use the barcode below while you shop as a fast convenient way to pay your Clay Electric Cooperative bill through the checkout lane at a Dollar General retailer near you. Only cash will be accepted at these locations. To find a location near you, please visit [www.clayelectric.com](http://www.clayelectric.com)

Convenience fee of \$1.95 automatically added at checkout



799366144580006371682131851233



By accepting or using this barcode to make a payment, you agree to the full terms and conditions, available at [www.payithere.com/terms](http://www.payithere.com/terms). After successful payment using this barcode, you may retrieve your full detailed receipt at [www.payithere.com/receipt](http://www.payithere.com/receipt).



**Clay Electric Cooperative, Inc.**

Orange Park District

734 Blanding Blvd

Orange Park FL 32065-5798

904-272-2456 (800)224-4917

Statement Date: 05/26/2020

Trustee Dist 06

Web Address  
clayelectric.com

Automated Outage Reporting Line: (888) 434-9844

Account	Name		Service Address			Meter No	Multiplier	
*7751951	ROLLING HILLS CDD		3212 BRADLEY CREEK PKWY AMENITY CENTER			152192920	80	
Rate - GSD	From	To	Approx Next Read Date	Previous	Present	KWH	Days	Daily KWH
GS Demand	04/21/2020	05/20/2020	06/22/20	3621	3889 May 2019	21440 23440	29 29	739 808

Previous Statement Balance

2,013.00

05/13/2020 Payment Received - Thank You

2,013.00CR

Previous Balance

\$ 0.00

Current Charges Billed 05/26/2020

Energy	1,286.40
Access Charge	80.00
Demand 79.200KW X 4.35	344.52
Power Cost Adjustment .01740 X 21440	373.06
Large Outdoor Light	81.83
Small Outdoor Light	113.55
Pole	77.00
FLA Gross Receipts Tax	60.38
Florida State Sales Tax	162.61
Florida State Sales Tax (6%)	4.62
Clay Co Public Ser Utility Tax	69.37
Clay County Sales Tax	24.16
Operation Round Up	0.50

Current Charges Due on 06/16/2020

\$ 2,678.00

Total Amount Due

\$ 2,678.00

Non-Taxable Fuel Amount @ .02902/KWH -\$622.19

Government Taxes/Fees are not imposed by Clay Electric

\$ 321.14

Capital Credits 2019 Allocations:

\$ 1,700.81

If you received service in 2019 from Clay Electric, please note your Capital Credits allocation on this month's bill. This

Payments received after 3 pm will be credited to your account the following business day. Billings not paid in full will incur a late charge of \$5.00 or 5% of the delinquent amount (whichever is greater) that will be added to your account.

▼ Tear Here ▼

When Paying in Person: Bring entire bill with you.

When Paying By Mail: Return this portion with your payment.

**Clay Electric Cooperative, Inc.**

P.O. Box 308

Keystone Heights, Florida 32656-0308

19

Mailing Address Correction:

911 Emergency Address:

Account Number	I included an additional amount as a donation to Project Share to help those in need.
*7751951	
Phone Number	
(954) 721-8681	\$
Phone Correction	
Return this coupon with your payment	Payment Amount
	Write Account Number on check and make payable to: Clay Electric Cooperative, Inc.

Current Charges

\$ 2,678.00

Due Date 06/16/2020

Total Amount Due

\$ 2,678.00

80392-28B\*1\*19\*  
ROLLING HILLS CDD  
5385 N NOB HILL RD  
SUNRISE FL 33351-4761

07751951

0002678001

60000693

### What is CheckOut?

Use the barcode below while you shop as a fast convenient way to pay your Clay Electric Cooperative bill through the checkout lane at a Dollar General retailer near you. Only cash will be accepted at these locations. To find a location near you, please visit [www.clayelectric.com](http://www.clayelectric.com)

Convenience fee of \$1.95 automatically added at checkout



799366144580006371682132059794



By accepting or using this barcode to make a payment, you agree to the full terms and conditions, available at [www.payithere.com/terms](http://www.payithere.com/terms). After successful payment using this barcode, you may retrieve your full detailed receipt at [www.payithere.com/receipt](http://www.payithere.com/receipt).



**Clay Electric Cooperative, Inc.**  
Orange Park District  
734 Blanding Blvd  
Orange Park FL 32065-5798  
904-272-2456 (800)224-4917

**Statement Date: 05/26/2020**

Web Address  
[clayelectric.com](http://clayelectric.com)

Automated Outage Reporting Line: (888) 434-9844

allocation will be distributed over future years as Capital Credits are retired.





**Clay Electric Cooperative, Inc.**  
 Orange Park District  
 734 Blanding Blvd  
 Orange Park FL 32065-5798  
 904-272-2456 (800)224-4917

Statement Date: 05/26/2020

Trustee Dist 06

Web Address  
 clayelectric.com

Automated Outage Reporting Line: (888) 434-9844

Account	Name	Service Address	Meter No	Multiplier
7755259	ROLLING HILLS CDD	3236 BRADLEY CREEK PKWY # 1	151839087	1

Rate - GS	From	To	Approx Next Read Date	Previous	Present	KWH	Days	Daily KWH
GS Non-Demand	04/21/2020	05/20/2020	06/22/20	318	318	0	29	
					May 2019	25	29	1

Previous Statement Balance

27.00

05/13/2020 Payment Received - Thank You

27.00CR

Previous Balance

\$ 0.00

Current Charges Billed 05/26/2020

Access Charge

23.00

FLA Gross Receipts Tax

0.59

Florida State Sales Tax

1.64

Clay Co Public Ser Utility Tax

0.92

Clay County Sales Tax

0.24

Operation Round Up

0.61

Current Charges Due on 06/16/2020

\$ 27.00

Total Amount Due

\$ 27.00

Government Taxes/Fees are not imposed by Clay Electric

\$ 3.39

Capital Credits 2019 Allocations:

\$ 17.25

If you received service in 2019 from Clay Electric, please note your Capital Credits allocation on this month's bill. This allocation will be distributed over future years as Capital Credits are retired.

Payments received after 3 pm will be credited to your account the following business day. Billings not paid in full will incur a late charge of \$5.00 or 5% of the delinquent amount (whichever is greater) that will be added to your account.

▼ Tear Here ▼

When Paying in Person: Bring entire bill with you.  
 When Paying By Mail: Return this portion with your payment.

**Clay Electric Cooperative, Inc.**

P.O. Box 308

Keystone Heights, Florida 32656-0308

19

Mailing Address Correction:

911 Emergency Address:

Account Number	Included an additional amount as a donation to Project Share to help those in need.
7755259	
Phone Number	
(954) 721-8681	
Phone Correction	\$
Return this coupon with your payment	Payment Amount
	Write Account Number on check and make payable to: Clay Electric Cooperative, Inc.

Current Charges

\$ 27.00

Due Date 06/16/2020

Total Amount Due

\$ 27.00

80392-28B\*1\*19\*  
 ROLLING HILLS CDD  
 5385 N NOB HILL RD  
 SUNRISE FL 33351-4761

07755259

0000027003

00000697

### What is CheckOut?

Use the barcode below while you shop as a fast convenient way to pay your Clay Electric Cooperative bill through the checkout lane at a Dollar General retailer near you. Only cash will be accepted at these locations. To find a location near you, please visit [www.clayelectric.com](http://www.clayelectric.com)

Convenience fee of \$1.95 automatically added at checkout



799366144580006371682132061188



By accepting or using this barcode to make a payment, you agree to the full terms and conditions, available at [www.payithere.com/terms](http://www.payithere.com/terms). After successful payment using this barcode, you may retrieve your full detailed ereceipt at [www.payithere.com/ereceipt](http://www.payithere.com/ereceipt).



**Clay Electric Cooperative, Inc.**  
 Orange Park District  
 734 Blanding Blvd  
 Orange Park FL 32065-5798  
 904-272-2456 (800)224-4917

Statement Date: 05/26/2020

Trustee Dist 06

Web Address  
 clayelectric.com

Automated Outage Reporting Line: (888) 434-9844

Account	Name		Service Address			Meter No	Multiplier	
7755275	ROLLING HILLS CDD		3314 RIDGEVIEW DR # 1			152012414	1	
Rate - GS	From	To	Approx Next Read Date	Previous	Present	KWH	Days	Daily KWH
GS Non-Demand	04/21/2020	05/20/2020	06/22/20	169	180 May 2019	11 12	29 30	0 0

Previous Statement Balance

28.00

05/13/2020 Payment Received - Thank You

28.00CR

Previous Balance

\$ 0.00

Current Charges Billed 05/26/2020

Energy	0.89
Access Charge	23.00
Power Cost Adjustment .01740 X 11 KWH	0.19
FLA Gross Receipts Tax	0.62
Florida State Sales Tax	1.72
Clay Co Public Ser Utility Tax	0.95
Clay County Sales Tax	0.25
Operation Round Up	0.38

Current Charges Due on 06/16/2020

\$ 28.00

Total Amount Due

\$ 28.00

Non-Taxable Fuel Amount @ .02902/KWH -\$ .32

Government Taxes/Fees are not imposed by Clay Electric

\$ 3.54

Capital Credits 2019 Allocations:

\$ 15.95

If you received service in 2019 from Clay Electric, please note your Capital Credits allocation on this month's bill. This allocation will be distributed over future years as Capital Credits are retired.

Payments received after 3 pm will be credited to your account the following business day. Billings not paid in full will incur a late charge of \$5.00 or 5% of the delinquent amount (whichever is greater) that will be added to your account.

▼ Tear Here ▼

When Paying in Person: Bring entire bill with you.

When Paying By Mail: Return this portion with your payment.

**Clay Electric Cooperative, Inc.**

P.O. Box 308

19

Keystone Heights, Florida 32656-0308

Mailing Address Correction: \_\_\_\_\_

911 Emergency Address: \_\_\_\_\_

Account Number	I included an additional amount as a donation to Project Share to help those in need.
7755275	
Phone Number	
(954) 721-8681	\$
Phone Correction	
Payment Amount	
Return this coupon with your payment	Write Account Number on check and make payable to: Clay Electric Cooperative, Inc.

Current Charges

\$ 28.00

Due Date 06/16/2020

Total Amount Due

\$ 28.00

80392-28B\*1\*19\*  
 ROLLING HILLS CDD  
 5385 N NOB HILL RD  
 SUNRISE FL 33351-4761

07755275

0000028001

66000000

### What is CheckOut?

Use the barcode below while you shop as a fast convenient way to pay your Clay Electric Cooperative bill through the checkout lane at a Dollar General retailer near you. Only cash will be accepted at these locations. To find a location near you, please visit [www.clayelectric.com](http://www.clayelectric.com)

Convenience fee of \$1.95 automatically added at checkout



799366144580006371682132061196



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**Clay Electric Cooperative, Inc.**  
 Orange Park District  
 734 Blanding Blvd  
 Orange Park FL 32065-5798  
 904-272-2456 (800)224-4917

Statement Date: 05/26/2020

Trustee Dist 06

Web Address  
 clayelectric.com

Automated Outage Reporting Line: (888) 434-9844

Account	Name		Service Address			Meter No	Multiplier	
7755283	ROLLING HILLS CDD		2448 ROLLING VIEW BLVD			151840032	1	
Rate - GS	From	To	Approx Next Read Date	Previous	Present	KWH	Days	Daily KWH
GS Non-Demand	04/20/2020	05/20/2020	06/22/20	7492	8063 May 2019	571 362	30 29	19 12

Previous Statement Balance

68.00

05/13/2020 Payment Received - Thank You

68.00CR

Previous Balance

\$ 0.00

Current Charges Billed 05/26/2020

Energy

46.42

Access Charge

23.00

Power Cost Adjustment .01740 X 571 KWH

9.94

FLA Gross Receipts Tax

2.03

Florida State Sales Tax

5.66

Clay Co Public Ser Utility Tax

2.51

Clay County Sales Tax

0.81

Operation Round Up

0.63

Current Charges Due on 06/16/2020

\$ 91.00

Total Amount Due

\$ 91.00

Non-Taxable Fuel Amount @ .02902/KWH -\$16.57

Government Taxes/Fees are not imposed by Clay Electric

\$ 11.01

Capital Credits 2019 Allocations:

\$ 49.24

If you received service in 2019 from Clay Electric, please note your Capital Credits allocation on this month's bill. This allocation will be distributed over future years as Capital Credits are retired.

Payments received after 3 pm will be credited to your account the following business day. Billings not paid in full will incur a late charge of \$5.00 or 5% of the delinquent amount (whichever is greater) that will be added to your account.

▼ Tear Here ▼

When Paying in Person: Bring entire bill with you.  
 When Paying By Mail: Return this portion with your payment.

**Clay Electric Cooperative, Inc.**

P.O. Box 308

Keystone Heights, Florida 32656-0308

19

Mailing Address Correction: \_\_\_\_\_

911 Emergency Address: \_\_\_\_\_

Account Number	I included an additional amount as a donation to Project Share to help those in need.
7755283	
Phone Number	\$
(954) 721-8681	
Phone Correction	Payment Amount
Return this coupon with your payment	Write Account Number on check and make payable to: Clay Electric Cooperative, Inc.

Current Charges

\$ 91.00

Due Date 06/16/2020

Total Amount Due

\$ 91.00

80392-28B\*1\*19\*  
 ROLLING HILLS CDD  
 5385 N NOB HILL RD  
 SUNRISE FL 33351-4761

07755283

0000091009

00000701

### What is CheckOut?

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Convenience fee of \$1.95 automatically added at checkout



799366144580006371682132061204



By accepting or using this barcode to make a payment, you agree to the full terms and conditions, available at [www.payithere.com/terms](http://www.payithere.com/terms). After successful payment using this barcode, you may retrieve your full detailed ereceipt at [www.payithere.com/ereceipt](http://www.payithere.com/ereceipt).

**CLAY  
TODAY**5515 US Hwy. 17 • Fleming Island, FL 32009  
Phone: (904) 284-5337**Recorder**1102 Main North U.S. 102 • Palm Bay at Beach, FL 32909  
Phone: (321) 265-6331

## Advertising Invoice

ROLLING HILLS CDD C/O GMS LLC  
475 W TOWN PL.  
C/O GMS, LLC  
SAINT AUGUSTINE, FL 32092Cust#:503071  
Ad#:309214  
Phone#:904-940-5850  
Date:06/10/2020

Salesperson: Clay Legals

Classification: Legal Notice

Ad Size: 1.0 x 6.50

**Advertisement Information:**

Description	Start	Stop	Ins.	Cost/Day	Total
Clay Today	03/05/2020	03/05/2020	1	87.75	87.75

**Payment Information:**

Date:	Order#	Type
02/17/2020	309214	BILLED ACCOUNT

Total Amount: 87.75

Tax: 0.00

Amount Due: 87.75

Attention: Requests for credits or refunds for early cancellations must be made within 90 days.

**Ad Copy****NOTICE OF RULE  
DEVELOPMENT  
BY THE ROLLING HILLS  
COMMUNITY  
DEVELOPMENT DISTRICT**

In accord with Chapters 190 and 190, Florida Statutes, the Rolling Hills Community Development District ("District") hereby gives notice of its intention to develop Rules of Procedure to govern the operations of the District.

The Rules of Procedure will address such areas as the Board of Supervisors, officers and voting, district officers, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and policies with respect to proceedings, as well as any other area of the general operation of the District.

The purpose and effect of the Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. The legal authority for the adoption of the proposed Rules of Procedure includes sections 190.01(1)(b), 192.01(1)(b) and 190.035, Florida Statutes (2019). The specific laws incorporated in the Rules of Procedure include, but are not limited to, sections 112.08, 112.04(1), 112.04(4), 112.04(5), 112.07, 112.07(1), 189.031, 189.032(1)(b), 190.066, 290.007, 190.008, 190.01(1)(b), 190.01(1)(c), 190.01(1)(d), 190.01(1)(e), 190.01(1)(f), 190.01(1)(g), 190.01(1)(h), 190.01(1)(i), 190.01(1)(j), 190.01(1)(k), 190.01(1)(l), 190.01(1)(m), 190.01(1)(n), 190.01(1)(o), 190.01(1)(p), 190.01(1)(q), 190.01(1)(r), 190.01(1)(s), 190.01(1)(t), 190.01(1)(u), 190.01(1)(v), 190.01(1)(w), 190.01(1)(x), 190.01(1)(y), 190.01(1)(z), 190.01(2), 190.01(3), 190.01(4), 190.01(5), 190.01(6), 190.01(7), 190.01(8), 190.01(9), 190.01(10), 190.01(11), 190.01(12), 190.01(13), 190.01(14), 190.01(15), 190.01(16), 190.01(17), 190.01(18), 190.01(19), 190.01(20), 190.01(21), 190.01(22), 190.01(23), 190.01(24), 190.01(25), 190.01(26), 190.01(27), 190.01(28), 190.01(29), 190.01(30), 190.01(31), 190.01(32), 190.01(33), 190.01(34), 190.01(35), 190.01(36), 190.01(37), 190.01(38), 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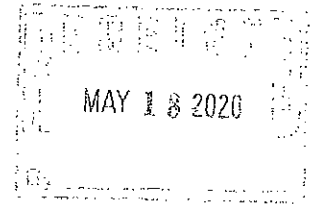
**CLAY  
TODAY**

3513 U.S. Hwy. 17 • Fleming Island, FL 32003  
Phone: (904) 264-3200

**Recorder**  
All fees subject to change without notice.

1102 A1A North, Unit 108 • Ponte Vedra Beach, FL 32082  
Phone: (904) 285-8831

## Advertising Invoice



ROLLING HILLS CDD C/O GMS LLC  
475 W TOWN PL # 114  
C/O GMS, LLC  
SAINT AUGUSTINE, FL 32092

Cust#:503071  
Ad#:311508  
Phone#:904-940-5850  
Date:04/30/2020

Salesperson: Clay Legals

Classification: Legal Notice

Ad Size: 1.0 x 4.80

### Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
Clay Today	05/14/2020	05/14/2020	1	48.00	48.00

### Payment Information:

Date: 04/30/2020      Order#: 311508      Type: BILLED ACCOUNT

Total Amount: 48.00

Tax: 0.00

Amount Due: 48.00

Attention: Requests for credits or refunds for early cancellations must be made within 90 days.

### Ad Copy

**NOTICE OF  
QUALIFYING PERIOD  
FOR CANDIDATES FOR THE  
BOARD OF SUPERVISORS OF THE  
ROLLING HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Rolling Hills Community Development District ("District") will commence at noon on June 8, 2020, and close at noon on June 12, 2020. Candidates must qualify for the office of Supervisor with the Clay County Supervisor of Elections located at 500 N. Orange Avenue, Green Cove Springs, Florida 32043 Ph: (904)269-6350. All candidates shall qualify for individual seats in accordance with Section 99.001, 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 Clay County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, Florida Statutes. The Rolling Hills Community Development District has two (1) seats up for election, specifically seats 1 and 3. 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, 2020, and in the

PUBLISHER AFFIDAVIT  
CLAY TODAY  
Published Weekly  
Orange Park, Florida

STATE OF FLORIDA  
COUNTY OF CLAY:

Before the undersigned authority personally appeared Jon Cantrell, who on oath says that he is the publisher of the "Clay Today" a newspaper published weekly at Orange Park in Clay County, Florida; that the attached copy of advertisement being a

NOTICE OF QUALIFYING PERIOD

in the matter of

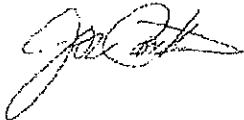
2020 ELECTIONS

LEGAL: 46051 ORDER: 311508

was published in said newspaper in the issues:

05/14/2020

Affiant further says that said "Clay Today" is a newspaper published at Orange Park, in said Clay County, Florida, and that the said newspaper has heretofore been continuously published in said Clay County, Florida, weekly, and has been entered as Periodical material matter at the post office in Orange Park, in said Clay County, Florida, for period of one year next proceeding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



Sworn to me and subscribed before me 05/14/2020  
*Christie Lou Wayne*  
NOTARY PUBLIC, STATE OF FLORIDA



3515 US HWY 17 Suite A, Fleming Island FL 32003  
Telephone (904) 264-3200 - FAX (904) 264-3285  
E-Mail: Christie@opcfla.com

**NOTICE OF  
QUALIFYING PERIOD  
FOR CANDIDATES FOR THE  
BOARD OF SUPERVISORS OF THE  
ROLLING HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Rolling Hills Community Development District ("District") will commence at noon on June 8, 2020, and close at noon on June 12, 2020. Candidates must qualify for the office of Supervisor with the Clay County Supervisor of Elections located at 500 N. Orange Avenue, Green Cove Springs, Florida 32043. Ph: (904)269-6350. 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 Clay County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 105, Florida Statutes. The Rolling Hills Community Development District has two (2) seats up for election, specifically seats 1 and 3. 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, 2020, and in the manner prescribed by law for general elections. For additional information, please contact the Clay County Supervisor of Elections. Legal 46051 published May 14, 2020 in Clay County's Clay Today newspaper.

# COMCAST BUSINESS

Account Number  
8495 74 123 1221031

Billing Date  
Jun 04, 2020

Services From  
Jun 14, 2020 to Jul 13, 2020

Page  
1 of 5

## Hello,

Thanks for choosing Comcast Business.

### Your bill at a glance

For 3212 BRADLEY CREEK PKWY, CONSTRUCTION TRAILER  
GREEN COVE SPRINGS, FL 32043-7060

Previous balance		\$572.62
Payments - thank you	Page 3	-\$572.62
<b>Balance forward</b>		<b>\$0.00</b>
Regular monthly charges	Page 3	\$279.15
Taxes, fees and other charges	Page 3	\$2.19
<b>New charges</b>		<b>\$281.34</b>

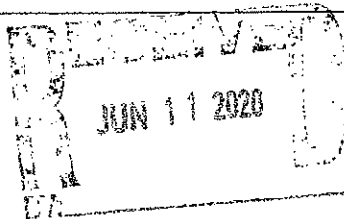
**Amount due Jun 25, 2020 \$281.34**

### Your bill explained

- Any payments received or account activity after Jun 04, 2020 will show up on your next bill. View your most up-to-date account balance at [business.comcast.com/myaccount](http://business.comcast.com/myaccount).
- This page gives you a quick summary of your monthly bill. A detailed breakdown of your charges begins on page 3.

### Need help?

Visit [xfinity.com/customersupport](http://xfinity.com/customersupport) or see page 2 for other ways to contact us.



Detach the bottom portion of this bill and enclose with your payment

Please write your account number on your check or money order

Do not include correspondence with payment

## COMCAST BUSINESS

141 NW 16TH ST  
POMPANO BEACH FL 33060-5250  
96330310 NO RP 04 20200604 NNNNNNNY 0000759 0004

ROLLING HILLS AMENI CENTER  
5385 N NOB HILL RD  
SUNRISE, FL 33351-4761

Account number

**8495 74 123 1221031**

Payment due

**Jun 25, 2020**

Please pay

**\$281.34**

Amount enclosed

\$

Make checks payable to Comcast  
Do not send cash



Send payment to

COMCAST  
PO BOX 71211  
CHARLOTTE NC 28272-1211

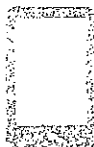


849574123122103100281345

### Download the Comcast Business App

Manage your account anytime, anywhere with the Comcast Business App – an innovative all-in-one tool designed with your business in mind.

- Manage your account details
- Pay your bill and customize billing options
- View upcoming appointments



### Did you know?

No more mailing monthly checks!  
With Auto Pay, it's easy to save time, energy and stamps. Enroll today at [business.comcast.com/myaccount](https://business.comcast.com/myaccount)



### Need help? We're here for you



#### Visit us online

Get help and support at  
[business.comcast.com/help](https://business.comcast.com/help)



#### Call us anytime

800-391-3000  
Open 24 hours, 7 days a week for billing and technical support

### Useful information

#### Moving?

We can help ensure it's a smooth transition.  
Visit [business.comcast.com/learn/moving](https://business.comcast.com/learn/moving) to learn more.

#### Accessibility:

If you are hearing impaired, call 711. For issues affecting customers with disabilities, call **1-855-270-0379**, chat live at [support.xfinity.com/accessibility](https://support.xfinity.com/accessibility), email [accessibility@comcast.com](mailto:accessibility@comcast.com), fax **1-866-599-4268** or write to Comcast at 1701 JFK Blvd., Philadelphia, PA 19103-2838  
Attn: M. Gifford.



### Ways to pay



#### No more mailing monthly checks

Set up Auto Pay to save time, energy and stamps. It's easy to enroll, just visit [business.comcast.com/myaccount](https://business.comcast.com/myaccount)



#### Go paperless and say goodbye to clutter

Sign up for Paperless Billing to view and pay your bill online. It's faster, easier and helps cut down on clutter. Visit [business.comcast.com/myaccount](https://business.comcast.com/myaccount) to get started.

### Additional billing information

#### More ways to pay:



#### Online

Visit My Account at [business.comcast.com/myaccount](https://business.comcast.com/myaccount)



#### By App

Download the Comcast Business App



#### In-Store

Visit [business.comcast.com/servicecenter](https://business.comcast.com/servicecenter) to find a store near you



# COMCAST BUSINESS

Account Number  
8495 74 123 1221031

Billing Date  
Jun 04, 2020

Services From  
Jun 14, 2020 to Jul 13, 2020

Page  
3 of 5

## Payments

**\$572.62**

Payment	May 05	-\$281.28
Payment	May 28	-\$291.34

## Regular monthly charges

**\$279.15**

Comcast Business services	\$194.80
TV Standard	\$59.95
Business Video	
Starter	\$69.95
Business Internet	
Static IP - 1	\$19.95
Voice Line	\$39.95
Business Voice	
Voice Mail Service	\$5.00

## Equipment & services

**\$56.20**

TV Adapter	\$0.50
Service To Additional TV	\$38.75
With TV Adapter	
Qty 5 @ \$7.75 each	
Equipment Fee	\$16.95
Voice	

## Service fees

**\$28.15**

Broadcast TV Fee	\$14.95
Directory Listing Management Fee	\$2.00
Regional Sports Fee	\$8.20
Voice Network Investment	\$3.00

## Taxes, fees and other charges

**\$2.19**

## Other charges

**\$2.19**

Federal Universal Service Fund	\$1.63
Regulatory Cost Recovery	\$0.56

## What's included?



**Internet:** Fast, reliable internet on our Gig-speed network



**TV:** Keep your employees informed and customers entertained



**Voice Numbers:** (904)531-9238

Visit [business.comcast.com/myaccount](https://business.comcast.com/myaccount) for more details

## Additional information

The Regulatory Cost Recovery fee is neither government mandated nor a tax, but is assessed by Comcast to recover certain federal, state, and local regulatory costs.

Effective June 1, 2020, Comcast Business has updated the Business Services Customer Terms and Conditions to (i) reduce the required notification period for customers to terminate for convenience, (ii) identify potential service impacts that may arise for SecurityEdge customers that also utilize third party-applications or services using TCP/UDP port 53 and (iii) provide Comcast Business with a termination right if customer or its representatives engage in inappropriate behavior towards Comcast Business personnel.

Account Number  
8495 74 123 1221031

Billing Date  
Jun 04, 2020

Services From  
Jun 14, 2020 to Jul 13, 2020

Page  
4 of 5

Information on programmer contract expirations, which could affect our carriage of the programmer's channels, can be found at <https://my.xfinity.com/contractrenewals/> or by calling 1-866-216-8634.



---

## When every connection counts, you can count on us.

Now more than ever, you may need to reevaluate your business's connectivity and data needs as you adapt to these new ways of serving your customers and employees.



Get the bandwidth to handle all your connected devices and remote traffic.



Use My Account and the Comcast Business App to stay connected to your business from any device, anywhere.



We're here for you to make sure you have the Internet options and technology solutions you need. You can count on us to help keep your business moving forward. Please call us at **877-298-1895** to learn more.

Visit [comcastbusiness.com](https://comcastbusiness.com) or call **877-298-1895**.

COMCAST  
BUSINESS  
BEYOND FAST

# CCSO OFF-DUTY INVOICE

FOR:  
Property Manager

Thank you for your business!

# CCSO OFF-DUTY INVOICE

**FOR:**  
Property Manager

Thank you for your business!

# CCSO OFF-DUTY INVOICE

FOR:  
Property Manager

Thank you for your business!

CCSO OFF-DUTY INVOICE

FOR:  
Property Manager

Thank you for your business!

Governmental Management Services, LLC  
1001 Bradford Way  
Kingston, TN 37763

# Invoice

Invoice #: 204  
Invoice Date: 6/1/20  
Due Date: 6/1/20  
Case:  
P.O. Number:

**Bill To:**

Rolling Hills CDD  
475 West Town Place  
Suite 114  
St. Augustine, FL 32090

Description	Hours/Qty	Rate	Amount
Management Fees - June 2020		3,333.33	3,333.33
Website Administration - June 2020		208.33	208.33
Information Technology - June 2020		83.33	83.33
Dissemination Agent Services - June 2020		291.67	291.67
Office Supplies		15.00	15.00
Postage		129.06	129.06
Copies		126.45	126.45
3			
Total			\$4,187.17
Payments/Credits			\$0.00
Balance Due			\$4,187.17

# Grau and Associates

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

Phone: 561-994-9299

Fax: 561-994-5823

*Rolling Hills Community Development District*  
5385 N Nob Hill Road  
Sunrise, FL 33351

Invoice No. 19700  
Date 05/27/2020

---

SERVICE	AMOUNT
Arbitrage Series 2015 A-2 FYE 11/30/2019	\$ 600.00
Current Amount Due	\$ 600.00

12

0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
600.00	0.00	0.00	0.00	0.00	600.00

Payment due upon receipt.

## Grau and Associates

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

Phone: 561-994-9299

Fax: 561-994-5823

*Rolling Hills Community Development District*  
5385 N Nob Hill Road  
Sunrise, FL 33351

Invoice No. 19701  
Date 05/27/2020

---

SERVICE	AMOUNT
Arbitrage Series 2015 A-1 FYE 11/30/2019	\$ <u>600.00</u>
Current Amount Due	\$ <u>600.00</u>

12

0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
1,200.00	0.00	0.00	0.00	0.00	1,200.00

Payment due upon receipt.

Original



Hawkins, Inc.  
2381 Rosegate  
Roseville, MN 55113  
Phone: (612) 331-6910

## INVOICE

Total Invoice \$844.49  
Invoice Number 4717292  
Invoice Date 5/19/20  
Sales Order Number/Type 3187473 SO  
Branch Plant 74  
Shipment Number 3563496

Sold To: 293306  
ACCOUNTS PAYABLE  
ROLLING HILLS ESTATES CDD  
c/o Patti Powers-GMS-SF, LLC  
5385 N Nob Hill Rd  
Sunrise FL 33351

Ship To: 295740  
ROLLING HILLS ESTATES CDD  
3212 Bradley Creek Pkwy  
Green Cove Springs FL 32043

96.33.521

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#	P.O. Release	Sales Agent #			
6/18/20	Net 30	PPD Origin	HAWKINS SOUTHEAST FLEET			B74			
Line #	Item Number Cust Item #	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
2.000	14420	Sodium Bicarbonate	N	6.0000	BG	\$24.6069	BG	300.0 LB	\$147.64
		50 # BAG (POOL GRADE)		6.0000	BG			306.0 GW	
2.010	Fuel Surcharge	Freight	N	1.0000	EA	\$12.0000			\$12.00
3.000	42874	Sulfuric Acid 38-40%	N	1.0000	DR	\$2.5427	GA	594.0 LB	\$139.85
		55 GA DR		55.0000	GA			616.0 GW	
3.001	699918	55 GA Black Drum	N	1.0000	DR	\$30.0000	RD	.0 LB	\$30.00
		DRM 1H1Y1.9/150		1.0000	RD			24.0 GW	
Related Order #: 03187473									
4.000	371404	GCH Granular (100#)	N	1.0000	DR	\$200.0000	DR	100.0 LB	\$200.00
		DRUM DNR (BLEACH,		1.0000	DR			105.0 GW	
5.000	706165	#5 Santoprene Pump Tube	N	5.0000	EA	\$13.5000	EA	.3 LB	\$67.50
		Ferrules 1/4" INCL		5.0000	EA			.3 GW	
6.000	43967	Ultra-Chlor (Sod. Hypo 12.5%)	N	165.0000	GA	\$1.5000	GA	1,664.9 LB	\$247.50
		1 GA BLK (Mini-Bulk)		165.0000	GA			1,802.3 GW	

Page 1 of 2

Tax Rate Sales Tax  
0 % \$0.00

Invoice Total

Continued on next page

**IMPORTANT:** All products are sold without warranty of any kind and purchaser will, by their own acts, determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Containers are to be paid for in full, as invoiced, and full refund will be made promptly, provided containers are returned to original point of shipment. Return freight charges to be prepaid. The containers returned must be the same originally shipped, and show no evidence of abuse, or use for purposes other than the storage of original contents. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose. NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION

Please  
Remit To: **Hawkins, Inc.**  
**P.O. Box 860263**  
**Minneapolis, MN 55486-0263**

This contractor and subcontractor shall abide by the requirements of 41 CFR §101-11.6(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

www.hawkinsinc.com

Job# 7822

Original



Hawkins, Inc.  
2381 Rosegate  
Roseville, MN 55113  
Phone: (612) 331-6910

## INVOICE

Total Invoice \$844.49  
Invoice Number 4717282  
Invoice Date 5/19/20  
Sales Order Number/Type 3187473 SO  
Branch Plant 74  
Shipment Number 3563496

Line #	Item Number	Item Name/	Qty	Trans	Unit	Price	Weight	Extended
	Cust Item #	Description	Shipped	UOM	Price	UOM	Net/Gross	Price

Continued from previous page

\*\*\*\*\* Receive Your Invoice Via Email \*\*\*\*\*

Please contact our Accounts Receivable Department via email at Credit.Dept@HawkinsInc.com  
or call 612-331-6910 to get it setup on your account.

C. Hall 5/28/20  
Pool Chemicals  
COI. 330.57200.52100

Page 2 of 2

Tax Rate Sales Tax  
0 % \$0.00

Invoice Total \$844.49

**No Discounts on Freight or Containers**

**IMPORTANT:** All products are sold without warranty of any kind and purchaser will, by their own tests, determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Containers are to be paid for in full, as invoiced, and full refund will be made promptly, provided containers are returned to original point of shipment. Return freight charges to be prepaid. The containers returned must be the same originally shipped, and show no evidence of abuse, or use for purposes other than the storage of original contents. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose.  
**NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.**

Please  
Remit To:

Hawkins, Inc.  
P.O. Box 860263  
Minneapolis, MN 55486-0263

This contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

www.hawkinsinc.com

Job# 7822

Original



Hawkins, Inc.  
2381 Rosegate  
Roseville, MN 55113  
Phone: (612) 331-6910

## INVOICE

Total Invoice \$342.00  
Invoice Number 4730200  
Invoice Date 6/9/20  
Sales Order Number/Type 3207144 SO  
Branch Plant 74  
Shipment Number 3591810

Sold To: 293306  
ACCOUNTS PAYABLE  
ROLLING HILLS ESTATES CDD  
c/o Patti Powers-GMS-SF, LLC  
5385 N Nob Hill Rd  
Sunrise FL 33351

Ship To: 295740  
ROLLING HILLS ESTATES CDD  
3212 Bradley Creek Pkwy  
Green Cove Springs FL 32043

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#			P.O. Release		Sales Agent #
7/9/20	Net 30	PPD Origin	HAWKINS SOUTHEAST FLEET						B74
Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	43967	Ultra-Chlor (Sod. Hypo 12.5%)	N	220.0000	GA	\$1.5000	GA	2,219.8 LB	\$330.00
		1 GA BLK (Mini-Bulk)		220.0000	GA			2,403.1 GW	
1.010	Fuel Surcharge	Freight	N	1.0000	EA	\$12.0000			\$12.00

\*\*\*\*\* Receive Your Invoice Via Email \*\*\*\*\*

Please contact our Accounts Receivable Department via email at Credit.Dept@Hawkinsinc.com or call 612-331-6910 to get it setup on your account.

*P. Ham 6/11/20 96*  
*Pool Chemicals*  
*001. 330. 572.00. 521.00*

Page 1 of 1

Tax Rate Sales Tax  
0 % \$0.00

Invoice Total \$342.00

**No Discounts on Freight or Containers**  
IMPORTANT: All products are sold without warranty of any kind and purchaser(s), by their own tests, determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Containers are to be paid for in full, as invoiced, and full refund will be made, per copy, provided containers are returned to original point of shipment. Return freight charges to be prepaid. The containers returned must be the same originally shipped, and show no evidence of abuse, or use for purposes other than the storage of original containers. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose. SELLER SPECIFICALLY DISCLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.

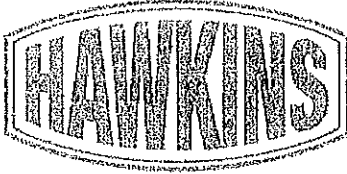
Please Remit To: **Hawkins, Inc.**  
**P.O. Box 860263**  
**Minneapolis, MN 55486-0263**

This contractor and subcontractor shall abide by the requirements of 41 CFR §301.14(a), 60-300.6(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, or national origin, protected veteran status or disability.

www.hawkinsinc.com

Job# 6746

Original



Hawkins, Inc.  
2381 Rosegate  
Roseville, MN 55113  
Phone: (612) 331-6910

# INVOICE

Total Invoice \$614.50  
Invoice Number 4724966  
Invoice Date 6/1/20  
Sales Order Number/Type 3197062 SO  
Branch Plant 74  
Shipment Number 3576899

Sold To: 293306  
ACCOUNTS PAYABLE  
ROLLING HILLS ESTATES CDD  
c/o Patti Powers-GMS-SF, LLC  
5385 N Nob Hill Rd  
Sunrise FL 33351

Ship To: 295740  
ROLLING HILLS ESTATES CDD  
3212 Bradley Creek Pkwy  
Green Cove Springs FL 32043

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#			P.O. Release		Sales Agent #
7/1/20	Net 30	PPD Origin	HAWKINS SOUTHEAST FLEET						B74
Line #	Item Number Cust Item #	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	43967	Ultra-Chlor (Sod. Hypo 12.5%)	N	335.0000	GA	\$1.5000	GA	3,380.2 LB	\$502.50
		1 GA BLK (Mini-Bulk)		335.0000	GA			3,659.3 GW	
1.010	Fuel Surcharge	Freight	N	1.0000	EA	\$12.0000			\$12.00

\*\*\*\*\* Receive Your Invoice Via Email \*\*\*\*\*

Please contact our Accounts Receivable Department via email at Credit.Dept@HawkinsInc.com or call 612-331-6910 to get it setup on your account.

C. Hall 6/11/20 96  
Pool Chemicals  
001. 330. 57200. 52100

Page 1 of 1

Tax Rate Sales Tax  
0 % \$0.00

Invoice Total \$514.50

## No Discounts on Freight or Containers

IMPORTANT: All products are sold without warranty of any kind and purchasers will, by their own tests, determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Containers are to be paid for in full, as invoiced, and full refund will be made promptly, provided containers are returned to original point of shipment. Reason freight charges to be prepaid. The containers returned must be the same original stripes, and show no evidence of abuse, or use for purposes other than the storage of original containers. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose. NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.

Please  
Remit To: **Hawkins, Inc.**  
**P.O. Box 860263**  
**Minneapolis, MN 55486-0263**

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www.hawkinsinc.com

Job# 39044

# Hopping Green & Sams

Attorneys and Counselors

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

## STATEMENT

May 29, 2020

Rolling Hills Community Development District  
c/o Jim Oliver, District Manager  
GOVERNMENTAL MANAGEMENT SERVICES  
475 West Town Place, Suite 114  
St. Augustine, FL 32092

Bill Number 115001  
Billed through 04/30/2020

**General Counsel/Monthly Meeting**  
RHCDD 00001 KSB

### FOR PROFESSIONAL SERVICES RENDERED

04/02/20	SSW	Research and attend various city and county commission virtual meetings; prepare and circulate correspondence regarding procedures for conducting virtual meetings and providing opportunity for public participation.	0.20 hrs
04/06/20	AHJ	Prepare electronic transmission of form of notice of general election and correspondence regarding same.	0.30 hrs
04/08/20	MKR	Research possible extension of permit.	2.00 hrs
04/16/20	KSB	Confer with Clay County supervisor of elections office; confer with district manager.	0.30 hrs
04/24/20	KSB	Confer with district manager; review meeting notice.	0.30 hrs
04/24/20	JLK	Research and review executive orders regarding recreation and amenity facilities.	1.00 hrs
04/29/20	KSB	Review updated executive order; analyze impact on amenity reopening process.	0.20 hrs
04/30/20	KSB	Review matters relating to reopening of amenity facilities.	0.20 hrs
Total fees for this matter			\$1,197.00

### MATTER SUMMARY

Jaskolski, Amy H. - Paralegal	0.30 hrs	140 /hr	\$42.00
Kilinski, Jennifer L.	1.00 hrs	295 /hr	\$295.00
Buchanan, Katie S.	1.00 hrs	305 /hr	\$305.00
Rigoni, Michelle K.	2.00 hrs	250 /hr	\$500.00
Warren, Sarah S.	0.20 hrs	275 /hr	\$55.00

TOTAL FEES \$1,197.00

TOTAL CHARGES FOR THIS MATTER \$1,197.00

### BILLING SUMMARY

Jaskolski, Amy H. - Paralegal	0.30 hrs	140 /hr	\$42.00
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Kilinski, Jennifer L.	1.00 hrs	295 /hr	\$295.00
Buchanan, Katie S.	1.00 hrs	305 /hr	\$305.00
Rigoni, Michelle K.	2.00 hrs	250 /hr	\$500.00
Warren, Sarah S.	0.20 hrs	275 /hr	\$55.00

TOTAL FEES

\$1,197.00

TOTAL CHARGES FOR THIS BILL

\$1,197.00

**Please include the bill number with your payment.**



**The Lake Doctors, Inc.**  
Aquatic Management Services

3543 State Road 419, Winter Springs, FL 32708  
PH: 800-666-5233

# INVOICE

Invoice #	507782
Account #	718674
Invoice Date	6/12/20
Due Date	6/11/2020
Rep	MAS

<b>Bill To</b> ROLLING HILLS CDD GOVERNMENTAL MANAGEMENT SERVICES, LLC 475 WEST TOWN PLACE SUITE 114 ST AUGUSTINE, FL 32092
--

Invoice Questions: <a href="mailto:Lakes@lakedoctors.com">Lakes@lakedoctors.com</a> Payment Questions: <a href="mailto:Payments@lakedoctors.com">Payments@lakedoctors.com</a>
--

Purchase Order Number	Terms	Invoice Date Reflects Month of Service Provided
	NET 10 DAYS	
Item	Description	Amount
	Monthly Water Management Service (R)	420.00
<i>C. Hall 6/11/20</i> <i>Lake Maintenance</i> <i>001. 320. 53800. 46400</i>		
<b>Customer Total Balance</b>		<b>\$420.00</b>
Please confirm your bank bill payer amount matches your invoice amount if you use a bank bill payer service. Thank you!		<b>Total Invoice \$420.00</b>

To help ensure prompt and accurate credit to your account, please include your account number and invoice number on your check and always include your remittance stub with your payment.

Please visit [www.lakedoctors.com](http://www.lakedoctors.com) for your local office contact information.

PLEASE DETACH & RETURN THIS PORTION WITH PAYMENT

<b>Bill To</b> ROLLING HILLS CDD GOVERNMENTAL MANAGEMENT SERVICES, LLC 475 WEST TOWN PLACE SUITE 114 ST AUGUSTINE, FL 32092
--

Amount Enclosed
-----------------

Invoice #	507782
Account #	718674
Date	6/12/2020

Go Green! Contact us at [Payments@lakedoctors.com](mailto:Payments@lakedoctors.com) to have your invoices emailed.

For address and contact updates, please email us at [Frontdesk@lakedoctors.com](mailto:Frontdesk@lakedoctors.com).

The Lake Doctors, Inc.  
3543 State Road 419  
Winter Springs, FL 32708



IF PAYING BY CREDIT CARD, FILL OUT BELOW	
<input type="checkbox"/> Mastercard	<input type="checkbox"/> Visa <input type="checkbox"/> American Express
Card #	
Card Verification #	
Exp. Date	
Print Name	
Billing Address	<input type="checkbox"/> Check box if same as above
Signature	

9655 Florida Mining Blvd. W.  
Building 300, Suite 305  
Jacksonville, FL 32257

Date	Invoice #
6/1/2020	324

Bill To
Rolling Hills CDD 475 West Town Place Suite 114 St. Augustine, FL 32092

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Janitorial Services - June 2020 330, \$72,4610	1,070.00	1,070.00
	Pool Maintenance Services - June 2020 330, \$72,4670	1,137.50	1,137.50
	Contract Administration -June 2020 320, \$38,3400	1,708.33	1,708.33
	Facility Management - Rolling Hills -June 2020 330, \$72,3400	4,461.08	4,461.08
	(P)		
		Total	\$8,376.91

2nd  
6, 1, 20

Riverside Management Services, Inc  
9655 Florida Mining Blvd. W.  
Building 300, Suite 305  
Jacksonville, FL 32257

## Invoice

Invoice #: 325  
Invoice Date: 6/9/2020  
Due Date: 6/9/2020  
Case;  
P.O. Number:

Bill To:  
Rolling Hills CDD  
475 West Town Place  
Suite 114  
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Deck Monitor through May 2020 330,572,3420	42.9	16.00	686.40
60			
Total			\$686.40
Payments/Credits			\$0.00
Balance Due			\$686.40

ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT  
LIFEGUARD & DECK MONITOR BILLABLE HOURS

<u>Date</u>	<u>Hours</u>	<u>Employee</u>	<u>Description</u>
5/16/20	5.35	G.W.	Deck Monitor
5/17/20	6.38	G.W.	Deck Monitor
5/23/20	7.50	G.W.	Deck Monitor
5/24/20	7.00	G.W.	Deck Monitor
5/25/20	3.50	G.W.	Deck Monitor
5/30/20	5.67	G.W.	Deck Monitor
5/31/20	7.50	G.W.	Deck Monitor
GRAND TOTAL	<u>42.90</u>		
Lifeguarding	0.00		
Deck Monitor	42.90		

Additional Attendant/Lifeguards  
GL Code: 330-572-342



# INVOICE

Page 1 of 2

Customer ID:

12-16050-13008

Customer Name:

ROLLING HILLS CDD

Service Period:

06/01/20-06/30/20

Invoice Date:

05/22/2020

Invoice Number:

9435392-2224-1

**How To Contact Us**Visit **wm.com**

To setup your online profile, sign up for paperless statements, manage your account, view holiday schedules, pay your invoice or schedule a pickup



Customer Service:  
(904) 260-1592

**Your Payment Is Due****Jun 21, 2020**

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly/late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

**Your Total Due****\$1,003.02**

If payment is received after  
06/21/2020: **\$ 1,028.10**

See Reverse for Important Messages

**Previous Balance**

1,008.63

+

**Payments**

(1,008.63)

+

**Adjustments**

0.00

+

**Current Charges**

1,003.02

=

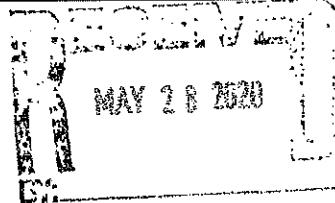
**Total Due****1,003.02****Details for Service Location:**

Rolling Hills Cdd, 3212 Bradley Creek Pkwy, Green Cove Springs FL  
32043-7060

Customer ID: 12-16050-13008

Description	Date	Ticket	Quantity	Amount
8 Yard dumpster 1x week	06/01/20		1.00	652.57
Fuel / environmental charge				190.42
Regulatory cost recovery charge				30.35
Administrative charge				6.50
Clay county franchise fee				123.18
<b>Total Current Charges</b>				<b>1,003.02</b>

55.33.343



Please detach and send the lower portion with payment --- (no cash or staples) ---



PO BOX 42930  
PHOENIX, AZ 85080  
(904) 260-1592  
(866) 381-9369  
(904) 260-1449 FAX

**Invoice Date**

05/22/2020

**Invoice Number**

9435392-2224-1

**Customer ID**

(Include with your payment)

12-16050-13008

**Payment Terms**

Total Due by 06/21/2020  
If Received after 06/21/2020

**Total Due**

\$1,003.02  
\$1,028.10

**Amount**

2224000121605013008094353920000010030200000100302 3

0067074 01 SP 0.500 \*\*SNCLP H 7143 33351 -C01-P67141-11 10290C51

ROLLING HILLS CDD  
5385 N KNOB HILL RD  
ROLLING HILLS  
SUNRISE FL 33351



Remit To:

WM CORPORATE SERVICES, INC.  
AS PAYMENT AGENT  
PO BOX 4648  
CAROL STREAM, IL 60197-4648

**THINK GREEN®**

Printed on  
recycled paper.

0067074-0000001-0070396

224-0046983-2224-7

## 5 EASY WAYS TO PAY



**Automatic Payment**  
Set up recurring payments with us at  
wm.com/myaccount.



**Pay Through Your Financial Institution**  
Make a payment from your financial institution using  
your Customer ID.



**One-Time Payment**  
At your desk or on the go, use wm.com or our WM  
mobile app for a quick and easy payment.



**Pay by Phone**  
Payable 24/7 using our automated system at  
866-964-2729.



**Mail it**  
Write it, stuff it, stamp it, mail it. Envelope provided.

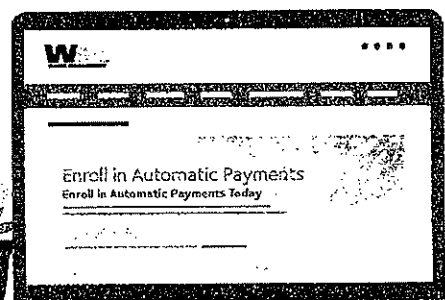
## HOW TO READ YOUR INVOICE

How To Contact Us		Your Payment Is Due		Your Total Due	
<b>Visit wm.com</b> To set up your e-billing, you can refer- payers, bills, manage your account, view bills, schedule, pay your bill, or make a payment. Customer Service (866) 964-2729		<b>August 19, 2017</b> If payment of the invoice is not received by the invoice due date, you will be charged a monthly late charge of 2.25% of the amount due, with a minimum charge of \$1.00. If you have a late charge, please contact us for more information or contact. 		<b>\$124.73</b> If payment is received after 08/19/2017, \$124.60 Service fees (if applicable) will apply.	
Previous Balance	Payments	Adjustments	Current Charges	Total Due	
7.12	197.12	0.00	124.73	124.73	
Details for Service Location #11 Jackson Street, Stockton CA 95205		Customer ID: PG Number: 2-53290-00000 45603			
Ortoplex	DATE	TIME	QUANTITY	AMOUNT	
08/19/17	08/19/17	1.00	0.00	0.00	
08/19/17	08/19/17	1.00	0.00	0.00	
08/19/17	08/19/17	1.00	0.00	0.00	
Total Current Charges				124.73	

States the date payment is due to Waste Management. Anything beyond that date may incur additional charges. Your **Total Due** is the total amount of current charges and any previous unpaid balances combined.

Previous balance is the total due from your previous invoice. We subtract any **Payments Received/Adjustments** and add your **Current Charges** from this billing cycle to get a **Total Due** on this invoice. If you have not paid all or a portion of your previous balance, please pay the entire **Total Due** to avoid a late charge or service interruption.

Service location details the total current charges of this invoice.



## Automatic Payments

Simplify your life with easy and reliable automatic payments.  
Save time, prevent late charges and help the environment, too.  
Get started by visiting [wm.com/autopay](http://wm.com/autopay).

If your service is suspended for non-payment, you may be charged a Resume charge to restart your service. For each returned check, a charge will be assessed on your next invoice equal to the maximum amount permitted by applicable state law.

## CHECK HERE TO CHANGE CONTACT INFO

List your new billing information below. For a change of service address, please contact Waste Management.

Address 1	
Address 2	
City	
State	
Zip	
Email	
Date Valid	

## CHECK HERE TO SIGN UP FOR AUTOMATIC PAYMENT ENROLLMENT

If I enroll in Automatic Payment services, I authorize Waste Management to pay my invoice by electronically deducting money from my bank account. I can cancel authorization by notifying Waste Management at [wm.com](http://wm.com) or by calling the customer service number listed on my invoice. Your enrollment could take 1-2 billing cycles for Automatic Payments to take effect. Continue to submit payment until page one of your invoice reflects that your payment will be deducted.

Email Address	
Date	
Bank Account Holder Signature	

**NOTICE:** By sending your check, you are authorizing the Company to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on your check. The electronic debit will be for the amount of your check and may occur as soon as the same day we receive your check.

In order for us to service your account or to collect any amounts you may owe (for non-marketing or solicitation purposes), we may contact you by telephone at any telephone number that you provided in connection with your account, including wireless telephone numbers, which could result in charges to you. Methods of contact may include text messages and using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable. We may also contact you by email or other methods as provided in our contract.

Please send all bankruptcy correspondence to [RMChankruptcy@wm.com](mailto:RMChankruptcy@wm.com) or PO Box 43290 Phoenix, AZ 85080. Using the email option will expedite your request. (this language is in compliance with 11 USC 342(c)(2) of the Bankruptcy Code)



**YELLOWSTONE**

**Bill To:**

Rolling Hills CDD  
c/o Governmental Management Services, LLC  
5385 N. Nob Hill Rd  
Sunrise, FL 33351

**Property Name:** Rolling Hills CDD

**INVOICE**

INVOICE #	INVOICE DATE
JAX 120823	5/31/2020
TERMS	PO NUMBER
Net 30	

**Remit To:**

Yellowstone Landscape  
PO Box 101017  
Atlanta, GA 30392-1017

**Invoice Due Date:** June 30, 2020

**Invoice Amount:** \$6,051.80

Description	Current Amount
Monthly Landscape Maintenance May 2020	\$6,051.80

**Invoice Total** \$6,051.80

*C. Ball 6/11/20 124*  
*Landscape Maint.*  
*001.320.53800.46200*

**Should you have any questions or inquiries please call (386) 437-6211.**

Yellowstone Landscape | Post Office Box 849 | Bunnell FL 32110 | Tel 386.437.6211 | Fax 386.437.1286