DARBY

Community Development District

JULY 14, 2026

AGENDA

Darby
Community Development District
475 West Town Place
Suite 114
St. Augustine, Florida 32092
1-877-304-9269 Code: 6259765

July 7, 2026

Board of Supervisors
Darby Community Development District

Dear Board Members:

The Audit Committee Meeting of the Darby Community Development District will be held **Tuesday, July 14, 2026 at 11:00 a.m.** located at 1200 Riverplace Boulevard, Jacksonville, Florida. Immediately following will be the regular meeting.

Audit Committee Meeting

I. Roll Call

II. Review and Ranking of Proposals Received in Response to the RFP
   A. Berger, Toombs, Elam, Gaines, & Frank

   B. Grau & Associates

   C. RMcintosh

   D. Richie C. Tandoc

III. Other Business

IV. Adjournment

Regular Meeting

I. Roll Call

II. Audience Comments *(regarding agenda items listed below)*

III. Organizational Matters
   A. Appointment of New Supervisor to Fill Unexpired Term of Office (11/26)

   B. Oath of Office for Newly Appointed Supervisor

C. Consideration of Resolution 2026-03, Election of Officers

IV. Consideration of Minutes of the May 12, 2026 Meeting

V. Acceptance of the Minutes of the May 12, 2026 Audit Committee Meeting

VI. Consideration of Committee Rankings of Proposals to Perform the Audit for Fiscal Year 2026

VII. Acceptance of Fiscal Year 2025 Audit Report

VIII. Ratification of Agreement with GMS for Field Management, Field Operations Management, Janitorial, Pool Maintenance and Pool Chemicals for Fiscal Year 2027

IX. Consideration of Proposals for Lake Maintenance
A. Florida Waterway Inc. - 7 Ponds

B. Florida Waterway Inc. - 8 Ponds

C. Lake Doctors - 7 Ponds

D. Superior Waterway Services Inc. - 7 ponds

E. Superior Waterway Services Inc. - 8 ponds

X. Consideration of Landscape & Irrigation Maintenance Proposals Received in Response to RFP *(will be sent under separate cover)*

XI. Public Hearing Adopting the Budget for Fiscal Year 2027
A. Consideration of Resolution 2026-07, Relating to the Annual Appropriations and Adopting the Budget for Fiscal Year 2027

B. Consideration of Resolution 2026-08, Imposing Special Assessments and Certifying an Assessment Roll for Fiscal Year 2027

XII. Public Hearing for the Purpose of Adopting Amended and Restated Rules of Procedure; Consideration of Resolution 2026-09

XIII. Staff Reports
A. Attorney

B. Engineer

C. Manager - Discussion of Fiscal Year 2027 Meeting Schedule

D. Operations & Amenities - Report

XIV. Supervisors Requests

XV. Audience Comments

XVI. Financial Statements as of May 31, 2026

XVII. Check Register

XVIII. Next Scheduled Meeting – September 8, 2026 @ 10:30 a.m.

XIX. Adjournment

SECOND ORDER OF BUSINESS

Darby Community Development District

Auditor Selection Evaluation Criteria

	Ability of Personnel	Proposer's Experience	Understanding of Scope of Work	Ability to Furnish the Required Services	Price	
	(e.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing workload; proposed staffing levels, etc.)	(e.g., past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character; integrity; reputation of respondent, etc.)	Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.	Extent to which the proposal demonstrates the adequacy of proposer's financial resources and stability as a business entity necessary to complete the services required (e.g., the existence of any natural disaster plan for business operations).	Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to services.	Point Total
Proposer	**20**	**20**	**20**	**20**	**20**	**100**
Berger, Toombs, Elam, Gaines & Frank						
Grau & Associates						
McIntosh CPA						
Richie C. Tandoc						

A.

DARBY COMMUNITY DEVELOPMENT DISTRICT

PROPOSAL FOR AUDIT SERVICES

PROPOSED BY:

Berger, Toombs, Elam, Gaines & Frank

CERTIFIED PUBLIC ACCOUNTANTS, PL

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600 Citrus Avenue, Suite 200
Fort Pierce, Florida 34950

(772) 461-6120

CONTACT PERSON:

Maritza Stonebraker, CPA, Director

DATE OF PROPOSAL:

June 29, 2026

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Berger, Toombs, Elam,
Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

June 29, 2026

Darby Community Development District
Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Dear District Manager:

Thank you very much for the opportunity to present our professional credentials to provide audit services for Darby Community Development District.

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has assembled a team of governmental and nonprofit specialists second to none to serve our clients. Our firm has the necessary qualifications and experience to serve as the independent auditors for Darby Community Development District. We will provide you with top quality, responsive service.

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is a recognized leader in providing services to governmental and nonprofit agencies throughout Florida. We have been the independent auditors for a number of local governmental agencies and through our experience in performing their audits, we have been able to increase our audit efficiency and; therefore, reduce costs. We have continually passed this cost savings on to our clients and will continue to do so in the future. As a result of our experience and expertise, we have developed an effective and efficient audit approach designed to meet or exceed the performance specifications in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and the standards for financial and compliance audits.

We will conduct the audit in accordance with auditing standards generally accepted in the United States of America with minimal disruption to your operations. Our firm has frequent technical updates to keep our personnel informed and up-to-date on all changes that are occurring within the industry.

Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PL

Darby Community Development District
June 29, 2026

Our firm is a member of the Government Audit Quality Center, an organization dedicated to improving government audit quality. We also utilize the audit program software of a nationally recognized CPA firm to assure us that we are up to date with all auditing standards and to assist us maintain maximum audit efficiencies.

To facilitate your evaluation of our qualifications and experience, we have arranged this proposal to include a resume of our firm, including our available staff, our extensive prior governmental and nonprofit auditing experience and clients to be contacted.

You need a firm that will provide an efficient, cost-effective, high-quality audit within critical time constraints. You need a firm with the prerequisite governmental and nonprofit experience to perform your audit according to stringent legal and regulatory requirements, a firm that understands the complex nature of community development districts and their unique compliance requirements. You need a firm with recognized governmental and nonprofit specialists within the finance and governmental communities. And, certainly, you need a firm that will provide you with valuable feedback to enhance your current and future operations. Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is that firm. Maritza Stonebraker is the person authorized to make representations for the firm.

Thank you again for the opportunity to submit this proposal to Darby Community Development District.

Very truly yours,

Berger Toombs Elam
Gaines + Frank

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

PROFILE OF THE PROPOSER

Description and History of Audit Firm

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is a Treasure Coast public accounting firm, which qualifies as a small business firm, as established by the Small Business Administration (13 CFR 121.38), with offices in Fort Pierce and Stuart. We are a member of the Florida Institute of Certified Public Accountants and the American Institute of Certified Public Accountants. The firm was formed from the merger of Edwards, Berger, Harris & Company (originated in 1972) and McAlpin, Curtis & Associates (originated in 1949). J. W. Gaines and Associates (originated in 1979) merged with the firm in 2004. Our tremendous growth rate experienced over the last 70 years is directly attributable to the firm's unrelenting dedication to providing the highest quality, responsive professional services attainable to its clients.

We are a member of the Private Companies Practice Section (PCPS) of the American Institute of Certified Public Accountants (AICPA) to assure we meet the highest standards. Membership in this practice section requires that our firm meet more stringent standards than standard AICPA membership. These rigorous requirements include the requirement of a triennial peer review of our firm's auditing and accounting practice and annual Continuing Professional Education (CPE) for all accounting staff (whether CPA or non-CPA). For standard AICPA membership, only a quality review is required and only CPAs must meet CPE requirements.

We are also a member of the Government Audit Quality Center ("the Center") of the American Institute of Certified Public Accountants to assure the quality of our government audits. Membership in the Center, which is voluntary, requires our firm to comply with additional standards to promote the quality of government audits.

We have been extensively involved in serving local government entities with professional accounting, auditing and consulting services throughout the entire history of our firm. Our substantial experience over the years makes us uniquely qualified to provide accounting, auditing, and consulting services to these clients. We are a recognized leader in providing services to governmental and nonprofit agencies on the Treasure Coast and in Central and South Florida, with extensive experience in auditing community development districts and water control districts. We were the independent auditors of the City of Fort Pierce for over 37 years and for St. Lucie County for over 34 years. Additionally, we have performed audits of the City of Stuart, the City of Vero Beach, Indian River County and Martin County. We also presently audit over 100 Community Development Districts throughout Florida.

Our firm was founded on the belief that we are better able to respond to our clients needs through education, experience, independence, quality control, and personal service. Our firm's commitment to quality is reflected in our endeavor of professional excellence via continuing education, the use of the latest computer technology, professional membership in PCPS and peer review.

We believe our approach to audit engagements, intelligence and innovation teamed with sound professional judgment enables us to explore new concepts while remaining sensitive to the fundamental need for practical solutions. We take pride in giving you the assurance that the personal assistance you receive comes from years of advanced training, technical experience and financial acumen.

Professional Staff Resources

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has a total of 32 professional and administrative staff (including 12 professional staff with extensive experience servicing government entities). The work will be performed out of our Fort Pierce office with a proposed staff of one senior accountant and one or two staff accountants supervised by an audit manager and audit partner. With the exception of the directors of the firm's offices, the professional staff is not specifically assigned to any of our individual offices. The professional and administrative staff resources available to you through Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL are as follows:

	Total
Partners/Directors (CPA's)	7
Managers (1 CPA)	2
Senior/Supervisor Accountants (1 CPA)	3
Staff Accountants	8
Paraprofessional	6
Administrative	6
Total – all personnel	32

Following is a brief description of each employee classification:

Staff Accountant – Staff accountants work directly under the constant supervision of the auditor-in-charge and, are responsible for the various testing of documents, account analysis and any other duties as his/her supervisor believes appropriate. Minimum qualification for a staff accountant is graduation from an accredited university or college with a degree in accounting or equivalent.

Senior Accountant – A senior accountant must possess all the qualifications of the staff accountant, in addition to being able to draft the necessary reports and financial statements, and supervise other staff accountants when necessary.

Managers – A manager must possess the qualifications of the senior accountant, plus be able to work without extensive supervision from the auditor-in-charge. The manager should be able to draft audit reports from start to finish and to supervise the audit team, if necessary.

Partner/Director – The director has extensive governmental auditing experience and acts as the auditor-in-charge. Directors have a financial interest in the firm.

Professional Staff Resources (Continued)

Independence – Independence of the public accounting firm, with respect to the audit client, is the foundation from which the public gains its trust in the opinion issued by the public accounting firm at the end of the audit process. This independence must be in appearance as well as in fact. The public must perceive that the accounting firm is independent of the audit entity to ensure that nothing would compromise the opinion issued by the public accounting firm. **Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** is independent of Darby Community Development District, including its elected officials and related parties, at the date of this proposal, as defined by the following rules, regulations, and standards:

Au-C Section 220 – Statements on Auditing Standards issued by the American Institute of Certified Public Accountants;

ET Sections 101 and 102 – Code of Professional Conduct of the American Institute of Certified Public Accountants;

Chapter 21A-1, Florida Administrative Code;

Section 473.315, Florida Statutes; and,

Government Auditing Standards, issued by the Comptroller General of the United States.

On an annual basis, all members of the firm are required to confirm, in writing, that they have no personal or financial relationships or holding that would impair their independence with regard to the firm's clients.

Independence is a hallmark of our profession. We encourage our staff to use professional judgment in situations where our independence could be impaired or the perception of a conflict of interest might exist. In the governmental sector, public perception is as important as professional standards. Therefore, the utmost care must be exercised by independent auditors in the performance of their duties.

Ability to Furnish the Required Services

As previously noted in the Profile of the Proposer section of this document, our firm has been in existence for over 74 years. We have provided audit services to some clients for over 30 years continually. Our firm is insured against physical loss through commercial insurance and we also carry liability insurance. The majority of our audit documentation is stored electronically, both on our office network and on each employee laptop or computer assigned to each specific job. Our office computer network is backed up on tape, so in the event of a total equipment loss, we can restore all data as soon as replacement equipment is acquired. In addition, our field laptop computers carry the same data and can be used in the event of emergency with virtually no delay in completing the required services.

GOVERNMENTAL AUDITING EXPERIENCE

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has been practicing public accounting in Florida for 70 years. Our success over the years has been the result of a strong commitment to providing personalized quality service to our clients.

The current members of our firm have performed audits of over 1,100 community development districts, and over 2,100 audits of municipalities, counties and other governmental entities such as the City of Fort Pierce and St. Lucie County.

Our firm provides a variety of accounting, auditing, tax litigation support, and consulting services. Some of the professional accounting, auditing and management consulting services that are provided by our firm are listed below:

- Performance of annual financial and compliance audits, including Single Audits of state and federal financial assistance programs, under the provisions of the Single Audit Act, Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), with minimal disruptions to your operations;
- Performance of special compliance audits to ascertain compliance with the applicable local, state and federal laws and regulations;
- Issuance of comfort letters and consent letters in conjunction with the issuance of tax-exempt debt obligations, including compiling financial data and interim period financial statement reviews;
- Calculation of estimated and actual federal arbitrage rebates;
- Assistance in compiling historical financial data for first-time and supplemental submissions for GFOA Certificate of Achievement for Excellence in Financial Reporting;
- Preparation of indirect cost allocation systems in accordance with Federal and State regulatory requirements;
- Providing human resource and employee benefit consulting;
- Performance of automation feasibility studies and disaster recovery plans;
- Performance feasibility studies concerning major fixed asset acquisitions and utility plant expansion plans (including electric, water, pollution control, and sanitation utilities); and
- Assistance in litigation, including testimony in civil and criminal court.
- Assist clients who utilize QuickBooks software with their software needs. Our Certified QuickBooks Advisor has undergone extensive training through QuickBooks and has passed several exams to attain this Certification.

Continuing Professional Education

All members of the governmental audit staff of our firm, and audit team members assigned to this engagement, are in compliance with the Continuing Professional Education (CPE) requirements set forth in Government Auditing Standards issued by the Comptroller General of the United States. In addition, our firm is in compliance with the applicable provisions of the Florida Statutes that require CPA's to have met certain CPE requirements prior to proposing on governmental audit engagements.

GOVERNMENTAL AUDITING EXPERIENCE (CONTINUED)

The audit team has extensive experience in performing governmental audits and is exposed to intensive and continuing concentration on these types of audits. Due to the total number of governmental audits our team performs, each member of our governmental staff must understand and be able to perform several types of governmental audits. It is our objective to provide each professional employee fifty hours or more of comprehensive continuing professional education each year. This is accomplished through attending seminars throughout Florida and is reinforced through in-house training.

Our firm has made a steadfast commitment to professional education. Our active attendance and participation in continuing professional education is a major part of our objective to obtain the most recent knowledge on issues which are of importance to our clients. We are growing on the reputation for work that our firm is providing today.

Quality Control Program

Quality control requires continuing commitment to professional excellence. **Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** is formally dedicated to that commitment.

To ensure maintaining the standards of working excellence required by our firm, we joined the Private Companies Practice Section (PCPS) of the American Institute of Certified Public Accountants (AICPA). To be a participating member firm of this practice section, a firm must obtain an independent Peer Review of its quality control policies and procedures to ascertain the firm's compliance with existing auditing standards on the applicable engagements.

The scope of the Peer Review is comprehensive in that it specifically reviews the following quality control policies and procedures of the participating firm:

- Professional, economic, and administrative independence;
- Assignment of professional personnel to engagements;
- Consultation on technical matters;
- Supervision of engagement personnel;
- Hiring and employment of personnel;
- Professional development;
- Advancement;
- Acceptance and continuation of clients; and,
- Inspection and review system.

We believe that our commitment to the program is rewarding not only to our firm, but primarily to our clients.

The external independent Peer Review of the elements of our quality control policies and procedures performed by an independent certified public accountant, approved by the PCPS of the AICPA, provides you with the assurance that we continue to conform to standards of the profession in the conduct of our accounting and auditing practice.

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Our firm is also a member of Governmental Audit Quality Center (GAQC), a voluntary membership center for CPA firms that perform governmental audits. This center promotes the quality of governmental audits.

Our firm has completed successive Peer Reviews. These reviews included a representative sample of our firm's local governmental auditing engagements. As a result of these reviews, our firm obtained an unqualified opinion on our quality control program and work procedures. On page 33 is a copy of our most recent Peer Review report. It should be noted that we received a pass rating.

Our firm has never had any disciplinary actions by state regulatory bodies or professional organizations.

As our firm performs approximately one hundred audits each year that are reviewed by federal, state or local entities, we are constantly dealing with questions from these entities about our audits. We are pleased to say that any questions that have been raised were minor issues and were easily resolved without re-issuing any reports.

Certificate of Achievement for Excellence in Financial Reporting (CAFR)

We are proud and honored to have been involved with the City of Fort Pierce and the Fort Pierce Utilities Authority when they received their first Certificates of Achievement for Excellence in Financial Reporting for the fiscal years ended September 30, 1988 and 1994, respectively. We were also instrumental in the City of Stuart receiving the award, in our first year of performing their audit, for the year ended September 30, 1999.

We also assisted St. Lucie County, Florida for the year ended September 30, 2003, in preparing their first Comprehensive Annual Financial Report, and St. Lucie County has received their Certificate of Achievement for Excellence in Financial Reporting every year since.

As continued commitment to insuring that we are providing the highest level of experience, we have had at least one employee of our firm serve on the GFOA – Special Review Committee since the mid-1980s. This committee is made up of selective Certified Public Accountants throughout the United States who have demonstrated their high level of knowledge and expertise in governmental accounting. Each committee member attends a special review meeting at the Annual GFOA Conference. At this meeting, the committee reports on the Certificate of Achievement Program's most recent results, future goals, and common reporting deficiencies.

We feel that our previous experience in assisting the City of Fort Pierce, the Fort Pierce Utilities Authority and St. Lucie County obtain their first CAFRs, and the City of Stuart in continuing to receive a CAFR and our firm's continued involvement with the GFOA, and the CAFR review committee make us a valued asset for any client in the field of governmental financial reporting.

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

References

Florida Green Finance Authority
Jeff Walker, Special District Services
(561) 630-4922

South Village Community Development District
Darrin Mossing, Governmental Management Services LLC
(407) 841-5524

Gateway Services Community Development District
Stephen Bloom, Inframark LLC
(954) 753-5841

Clearwater Cay Community Development District
Cal Teague, Premier District Management
(239) 690-7100 ext 101

In addition to the above, we have the following additional governmental audit experience:

Community Development Districts

Aberdeen Community Development District

Alta Lakes Community Development District

Amelia Concourse Community Development District

Amelia Walk Communnity Development District

Aqua One Community Development District

Arborwood Community Development District

Arlington Ridge Community Development District

Bartram Springs Community Development District

Baytree Community Development District

Beacon Lakes Community Development District

Beaumont Community Development District

Bella Collina Community Development District

Bonnet Creek Community Development District

Buckeye Park Community Development District

Candler Hills East Community Development District

Cedar Hammock Community Development District

Central Lake Community Development District

Channing Park Community Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Cheval West Community Development District

Coconut Cay Community Development District

Colonial Country Club Community Development District

Connerton West Community Development District

Copperstone Community Development District

Creekside @ Twin Creeks Community Development District

Deer Run Community Development District

Dowden West Community Development District

DP1 Community Development District

Eagle Point Community Development District

East Nassau Stewardship District

Eastlake Oaks Community Development District

Easton Park Community Development District

Estancia @ Wiregrass Community Development District

Evergreen Community Development District

Forest Brooke Community Development District

Gateway Services Community Development District

Gramercy Farms Community Development District

Greenway Improvement District

Greyhawk Landing Community Development District

Griffin Lakes Community Development District

Habitat Community Development District

Harbor Bay Community Development District

Harbourage at Braden River Community Development District

Harmony Community Development District

Harmony West Community Development District

Harrison Ranch Community Development District

Hawkstone Community Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Heritage Harbor Community Development District

Heritage Isles Community Development District

Heritage Lake Park Community Development District

Heritage Landing Community Development District

Heritage Palms Community Development District

Heron Isles Community Development District

Heron Isles Community Development District

Highland Meadows II Community Development District

Julington Creek Community Development District

Laguna Lakes Community Development District

Lake Bernadette Community Development District

Lakeside Plantation Community Development District

Landings at Miami Community Development District

Legends Bay Community Development District

Lexington Oaks Community Development District

Live Oak No. 2 Community Development District

Madeira Community Development District

Marhsall Creek Community Development District

Meadow Pointe IV Community Development District

Meadow View at Twin Creek Community Development District

Mediterra North Community Development District

Midtown Miami Community Development District

Mira Lago West Community Development District

Montecito Community Development District

Narcoossee Community Development District

Naturewalk Community Development District

New Port Tampa Bay Community Development District

Overoaks Community Development District

Panther Trace II Community Development District

Paseo Community Development District

Pine Ridge Plantation Community Development District

Piney Z Community Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Poinciana Community Development District

Poinciana West Community Development District

Port of the Islands Community Development District

Portofino Isles Community Development District

Quarry Community Development District

Renaissance Commons Community Development District

Reserve Community Development District

Reserve #2 Community Development District

River Glen Community Development District

River Hall Community Development District

River Place on the St. Lucie Community Development District

Rivers Edge Community Development District

Riverwood Community Development District

Riverwood Estates Community Development District

Rolling Hills Community Development District

Rolling Oaks Community Development District

Sampson Creek Community Development District

San Simeon Community Development District

Six Mile Creek Community Development District

South Village Community Development District

Southern Hills Plantation I Community Development District

Southern Hills Plantation III Community Development District

South Fork Community Development District

St. John's Forest Community Development District

Stoneybrook South Community Development District

Stoneybrook South at ChampionsGate Community Development District

Stoneybrook West Community Development District

Tern Bay Community Development District

Terracina Community Development District

Tison's Landing Community Development District

TPOST Community Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Triple Creek Community Development District

TSR Community Development District

Turnbull Creek Community Development District

Twin Creeks North Community Development District

Urban Orlando Community Development District

Verano #2 Community Development District

Viera East Community Development District

VillaMar Community Development District

Vizcaya in Kendall Development District

Waterset North Community Development District

Westside Community Development District

WildBlue Community Development District

Willow Creek Community Development District

Willow Hammock Community Development District

Winston Trails Community Development District

Zephyr Ridge Community Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Other Governmental Organizations

City of Westlake

Florida Inland Navigation District

Fort Pierce Farms Water Control District

Indian River Regional Crime Laboratory, District 19, Florida

Viera Stewardship District

Office of the Medical Examiner, District 19

Rupert J. Smith Law Library of St. Lucie County

St. Lucie Education Foundation

Seminole Improvement District

Troup Indiantown Water Control District

Current or Recent Single Audits

St. Lucie County, Florida
Early Learning Coalition, Inc.
Gateway Services Community Development District
Healthy Start Coalition

Members of our audit team have acquired extensive experience from performing or participating in over 1,800 audits of governments, independent special taxing districts, school boards, and other agencies that receive public money and utilize fund accounting.

Much of our firm's auditing experience is with compliance auditing, which is required for publicly financed agencies. In this type of audit, we do a financial examination and also confirm compliance with various statutory and regulatory guidelines.

Following is a summary of our other experience, including Auditor General experience, as it pertains to other governmental and fund accounting audits.

Counties
(Includes elected constitutional officers, utilities and dependent taxing districts)

Indian River
Martin
Okeechobee
Palm Beach

Municipalities

City of Port St. Lucie
City of Vero Beach
Town of Orchid

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Special Districts

Bannon Lakes Community Development District
Boggy Creek Community Development District
Capron Trail Community Development District
Celebration Pointe Community Development District
Coquina Water Control District
Diamond Hill Community Development District
Dovera Community Development District
Durbin Crossing Community Development District
Golden Lakes Community Development District
Lakewood Ranch Community Development District
Martin Soil and Water Conservation District
Meadow Pointe III Community Development District
Myrtle Creek Community Development District
St. Lucie County – Fort Pierce Fire District
The Crossings at Fleming Island
St. Lucie West Services District
Indian River County Mosquito Control District
St. John's Water Control District
Westchase and Westchase East Community Development Districts
Pier Park Community Development District
Verandahs Community Development District
Magnolia Park Community Development District

Schools and Colleges

Federal Student Aid Programs – Indian River Community College
Indian River Community College
Okeechobee County District School Board
St. Lucie County District School Board
Indian River School District – Internal Accounts

State and County Agencies

Central Florida Foreign-Trade Zone, Inc. (a nonprofit organization affiliated with the St. Lucie County Board of County Commissioners)
Florida School for Boys at Okeechobee
Indian River Community College Crime Laboratory
Indian River Correctional Institution

FEE SCHEDULE

We propose the fee for our audit services described below to be $4,400 for the years ending September 30, 2026 and 2027, $4,650 for the year ending September 30, 2028 and $4,800 for the years ending September 30, 2029 and 2030. In addition, if a bond issuance occurs there will be an additional fee for each additional bond. The fee is contingent upon the financial records and accounting systems of Darby Community Development District being “audit ready” and the financial activity for the District is not materially increased. If we discover that additional preparation work or subsidiary schedules are needed, we will consult with your authorized representative. We can assist with this additional work at our standard rates should you desire.

SCOPE OF WORK TO BE PERFORMED

If selected as the District's auditors, we will perform a financial and compliance audit in accordance with Section 11.45, Florida Statutes, in order to express an opinion on an annual basis on the financial statements of Darby Community Development District as of September 30, 2026, 2027, 2028, 2029 and 2030. The audits will be performed to the extent necessary to express an opinion on the fairness in all material respects with which the financial statements present the financial position, results of operations and changes in financial position in conformity with generally accepted accounting principles and to determine whether, for selected transactions, operations are properly conducted in accordance with legal and regulatory requirements. Reportable conditions that are also material weaknesses shall be identified as such in the Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters. Other (non-reportable) conditions discovered during the course of the audit will be reported in a separate letter to management, which will be referred to in the Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters.

Our audit will be performed in accordance with standards for financial and compliance audits contained in *Government Auditing Standards*, as well as in compliance with rules and regulations of audits of special districts as set forth by the State Auditor General in Chapter 10.550, Local Governmental Entity Audits, and other relevant federal, state and county orders, statutes, ordinances, charter, resolutions, bond covenants, Administrative Code and procedures, or rules and regulations which may pertain to the work required in the engagement.

The primary purpose of our audit will be to express an opinion on the financial statements discussed above. It should be noted that such audits are subject to the inherent risk that errors or irregularities may not be detected. However, if conditions are discovered which lead to the belief that material errors, defalcations or other irregularities may exist or if other circumstances are encountered that require extended services, we will promptly notify the appropriate individual.

Commitment to Quality Service

Personnel Qualifications and Experience

David S. McGuire, CPA, CITP
Director – 31 years experience

Education
- University of Central Florida, B.A. – Accounting
- Barry University – Master of Professional Accountancy

Registrations
- Certified Public Accountant – State of Florida, State Board of Accountancy
- Certified Information Technology Professional (CITP) – American Institute of Certified Public Accountants
- Certified Not-For-Profit Core Concepts 2018

Professional Affiliations/Community Service
- Member of the American and Florida Institutes of Certified Public Accountants
- Associate Member, Florida Government Finance Office Associates
- Assistant Coach – St. Lucie County Youth Football Organization (1994 – 2005)
- Assistant Coach – Greater Port St. Lucie Football League, Inc. (2006 – 2010)
- Board Member – Greater Port St. Lucie Football League, Inc. (2011 – 2017)
- Treasurer, AIDS Research and Treatment Center of the Treasure Coast, Inc. (2000 – 2003)
- Board Member/Treasurer, North Treasure Coast Chapter, American Red Cross (2004 – 2010)
- Member/Board Member of Port St. Lucie Kiwanis (1994 – 2001)
- President (2014/15) of Sunrise Kiwanis of Fort Pierce (2004 – 2017)
- St. Lucie District School Board Superintendent Search Committee (2013 – present)
- Board Member – Phrozen Pharoes (2019-2021)

Professional Experience
- Twenty-eight years public accounting experience with an emphasis on nonprofit and governmental organizations.
- Audit Manager in-charge on a variety of audit and review engagements within several industries, including the following government and nonprofit organizations:
  - St. Lucie County, Florida
  - 19th Circuit Office of Medical Examiner
  - Troup Indiantown Water Control District
  - Exchange Club Center for the Prevention of Child Abuse, Inc.
  - Healthy Kids of St. Lucie County
  - Mustard Seed Ministries of Ft. Pierce, Inc.
  - Reaching Our Community Kids, Inc.
  - Reaching Our Community Kids - South
  - St. Lucie County Education Foundation, Inc.
  - Treasure Coast Food Bank, Inc.
  - North Springs Improvement District
- Four years of service in the United States Air Force in computer operations, with a top secret (SCI/SBI) security clearance.

Personnel Qualifications and Experience

David S. McGuire, CPA, CITP (Continued)
Director

Continuing Professional Education

- Mr. McGuire has attended numerous continuing professional education courses and seminars taught by nationally recognized sponsors in the accounting auditing and single audit compliance areas. He has attended courses over the last two years in those areas as follows:
  - Not-for-Profit Auditing Financial Results and Compliance Requirements
  - Update: Government Accounting Reporting and Auditing
  - Annual Update for Accountants and Auditors

Commitment to Quality Service

Personnel Qualifications and Experience

Matthew Gonano, CPA
Director – 14 years total experience

Education
- University of North Florida, B.B.A. – Accounting
- University of Alicante, Spain – International Business
- Florida Atlantic University – Masters of Accounting

Professional Affiliations/Community Service

- American Institute of Certified Public Accountants
- Florida Institute of Certified Public Accountants

Professional Experience

- Senior Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.
- Performed audits of nonprofit and governmental organizations in accordance with Governmental Accounting Auditing Standards (GAAS)
- Performed Single Audits of nonprofit organizations in accordance with OMB Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations.

Continuing Professional Education
- Mr. Gonano has participated in numerous continuing professional education courses.

Commitment to Quality Service

Personnel Qualifications and Experience

Melissa Marlin, CPA
Director – 12 years

Education
- Indian River State College, A.A. – Accounting
- Florida Atlantic University, B.B.A. – Accounting

Registrations
- Certified Public Accountant – State of Florida, State Board of Accountancy

Professional Affiliations/Community Service

- Member of the American Institute of Certified Public Accountants
- Member of the Florida Institute of Certified Public Accountants
- Affiliate member of the Government Finance Officers Association

Professional Experience
- Accountant with over 10 years of experience providing professional services to nonprofit and governmental entities.
- Performed over 300 audits of nonprofit and governmental organizations in accordance with Governmental Accounting Auditing Standards (GAAS)
- Performed Single Audits of nonprofit organizations in accordance with 2 CFR Part 200 Subpart F, Uniform Guidance, Audits of State, Local Governments, and Non-Profit Organizations.

Continuing Professional Education
- Mrs. Marlin participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments in accounting and auditing such as:
    - Governmental Accounting Report and Audit Update
    - Analytical Procedures, FICPA
    - Annual Update for Accountants and Auditors
    - Single Audit Sampling and Other Considerations

Commitment to Quality Service

Personnel Qualifications and Experience

Maritza Stonebraker, CPA
Director – 10 years

Education
- Indian River State College, B.S. – Accounting

Registrations
- Certified Public Accountant – State of Florida, State Board of Accountancy

Professional Affiliations/Community Service

- Member of the American Institute of Certified Public Accountants
- Member of the Florida Institute of Certified Public Accountants
- Affiliate of the Government Finance Officers Association

Professional Experience
- Maritza launched her professional auditing career at Berger, Toombs, Elam, Gaines, & Frank, accumulating over 9 years of expertise in the field
- Performed over 300 audits of nonprofit and governmental organizations in accordance with Governmental Accounting Auditing Standards (GAAS)
- Performed Single Audits of nonprofit organizations in accordance with 2 CFR Part 200 Subpart F, Uniform Guidance, Audits of State, Local Governments, and Non-Profit Organizations.

Continuing Professional Education
- Mrs. Stonebraker participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments in accounting and auditing such as:
    - Governmental Accounting Report and Audit Update
    - Analytical Procedures, FICPA
    - Annual Update for Accountants and Auditors
    - Single Audit Sampling and Other Considerations

Commitment to Quality Service

Personnel Qualifications and Experience

Jonathan Herman, CPA
Director – 12 years

Education
- University of Central Florida, B.S. – Accounting
- Florida Atlantic University, MACC

Registrations
- Certified Public Accountant – State of Florida, State Board of Accountancy

Professional Affiliations/Community Service
- Member of the American and Florida Institutes of Certified Public Accountants
- Affiliate member Government Finance Officers Association

Professional Experience
- Over 10 years experience in all phases of public accounting and auditing experience, with a concentration in financial and compliance audits. Mr. Herman has been involved in all phases of the audits listed on the preceding pages.

Continuing Professional Education
- Has participated in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments. He has attended courses in those areas over the last two years such as:
  Governmental Accounting Report and Audit Update
  Annual Update: Government Accounting Reporting and Auditing
  Annual Update for Accountants and Auditors

Commitment to Quality Service

Personnel Qualifications and Experience

David F. Haughton, CPA
Accounting and Audit Manager – 34 years

Education
- Stetson University, B.B.A. – Accounting

Registrations
- Certified Public Accountant – State of Florida, State Board of Accountancy

Professional Affiliations/Community Service
- Member of the American and Florida Institutes of Certified Public Accountants
- Former Member of Florida Institute of Certified Public Accountants Committee on State and Local Government
- Affiliate Member Government Finance Officers Association (GFOA) for over 10 years
- Affiliate Member Florida Government Finance Officers Association (FGFOA) for over 10 years
- Technical Review – 1997 FICPA Course on State and Local Governments in Florida
- Board of Directors – Kiwanis of Ft. Pierce, Treasurer – 1994-1999; Vice President – 1999-2001

Professional Experience
- Twenty-seven years public accounting experience with an emphasis on governmental and nonprofit organizations.
- State Auditor General's Office – West Palm Beach, Staff Auditor, June 1985 to September 1985
- Accounting and Audit Manager of Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants PL, responsible for audit and accounting services including governmental and not-for-profit audits.
- Over 20 years of public accounting and governmental experience, specializing in governmental and nonprofit organizations with concentration in special districts, including Community Development Districts which provide services including water and sewer utilities. Governmental and non-profit entities served include the following:

  Counties:
  St. Lucie County

  Municipalities:
  City of Fort Pierce
  City of Stuart

Personnel Qualifications and Experience

David F. Haughton, CPA (Continued)
Accounting and Audit Manager

Professional Experience (Continued)

Special Districts:
Bluewaters Community Development District
Country Club of Mount Dora Community Development District
Fiddler's Creek Community Development District #1 and #2
Indigo Community Development District
North Springs Improvement District
Renaissance Commons Community Development District
St. Lucie West Services District
Stoneybrook Community Development District
Summerville Community Development District
Terracina Community Development District
Thousand Oaks Community Development District
Tree Island Estates Community Development District
Valencia Acres Community Development District

Non-Profits:
The Dunbar Center, Inc.
Hibiscus Children's Foundation, Inc.
Hope Rural School, Inc.
Maritime and Yachting Museum of Florida, Inc.
Tykes and Teens, Inc.
United Way of Martin County, Inc.
Workforce Development Board of the Treasure Coast, Inc.

- While with the Auditor General's Office he was on the staff for the state audits of the Martin County School District and Okeechobee County School District.
- During 1997 he performed a technical review of the Florida Institute of Certified Public Accountants state CPE course on Audits of State and Local Governments in Florida. His comments were well received by the author and were utilized in future updates to the course.

Continuing Professional Education

- During the past several years, he has participated in numerous professional development training programs sponsored by the AICPA and FICPA, including state conferences on special districts and governmental auditing in Florida. He averages in excess of 100 hours bi-annually of advanced training which exceeds the 80 hours required in accordance with the continuing professional education requirements of the Florida State Board of accountancy and the AICPA Private Companies Practice Section. He has over 75 hours of governmental CPE credit within the past two years.

Commitment to Quality Service

Personnel Qualifications and Experience

Paul Daly
Senior Accountant – 14 years

Education
- Florida Atlantic University, B.S. – Accounting

Professional Experience
- Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education
- Working to attain the requirements to take the Certified Public Accounting (CPA) exam.

Personnel Qualifications and Experience

Bryan Snyder
Manager – 11 years

Education
- Florida Atlantic University, B.B.A. – Accounting

Professional Experience
- Accountant beginning his professional auditing career with Berger, Toombs, Elam, Gaines, & Frank.
- Mr. Snyder is gaining experience auditing governmental & nonprofit entities.

Continuing Professional Education
- Mr. Snyder participates in numerous continuing education courses and plans on working to acquire his CPA certificate.
- Mr. Snyder is currently studying to pass the CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience

Tifanee Terrell, CPA
Senior Accountant – 5 years

Education
- Florida Atlantic University, M.A.C.C. – Accounting

Professional Experience
- Senior Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education
- Ms. Terrell participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Personnel Qualifications and Experience

Dylan Dixon
Senior Accountant – 4 years

Education
- Indian River State College, B.S. – Accounting
- Florida Gulf Coast University, M.S. – Accounting

Professional Experience
- Senior Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education
- Mr. Dixon participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- Mr. Dixon is currently studying to pass the CPA exam.

Personnel Qualifications and Experience

Brennen Moore
Staff Accountant – 3 years

Education
- Indian River State College, B.S. – Accounting

Professional Experience
- Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education
- Mr. Moore participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Personnel Qualifications and Experience

Katie Gifford
Staff Accountant – 2 years

Education
- Indian River State College, B.S. – Accounting

Professional Experience
- Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education
- Ms. Gifford participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Personnel Qualifications and Experience

Rayna Zicari
Staff Accountant – 2 years

Education
- Stetson University, B.B.A. – Accounting

Professional Experience
- Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education
- Ms. Zicari participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Personnel Qualifications and Experience

Deandre McFadden
Staff Accountant – 1 year

Education
- Florida Atlantic University, B.S. – Accounting

Professional Experience
- Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education
- Mr. McFadden participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

6930 Gall Boulevard
Suite 200
Zephyrhills, FL 33542

813.788.2155
DGPerry.com

Report on the Firm's System of Quality Control

December 4, 2025

To the Partners of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2025. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards). A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL , in effect for the year ended May 31, 2025 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies), or fail. Berger, Toombs, Elam, Gaines & Frank, CPAs, PL has received a peer review rating of pass.

DG Perry

DG Perry
CPAs + Advisors

DARBY COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS

Annual Audit Services for Fiscal Year 2026
Duval County, Florida

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. An electronic copy of the proposal must be received no later than **Monday, June 29, 2026, 5:00 p.m.** at the e-mail address of the District Recording Secretary Sarah Sweeting, ssweeting@gmsnf.com.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with al such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit an electronic copy of the Proposal Documents, and other requested attachments at the time and e-mail address indicated herein, which shall include the subject line, "Auditing Services - Darby Community Development District".

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the e-mail address where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the "Proposal Documents").

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a wavier of District's limited waiver of liability contained in section 768.28, Florida Statutes, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

A. List position or title of all personnel to perform work on the District audit. Include resumes for each person listed: list years of experience in present position for each party listed and years of related experience.

B. Describe proposed staffing levels, including resumes with applicable certifications.

C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.

D. The lump sum cost of the provision of the services under the proposal

SECTION 13. PROTESTS. Any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, GMS, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, within seventy-two (72) hours after the receipt of the proposed project plans and specifications or other contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

DARBY COMMUNITY DEVELOPMENT DISTRICT
AUDITOR SELECTION
EVALUATION CRITERIA

1. Ability of Personnel. **(20 Points)**

(E.g., geographic location of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. Proposer's Experience. **(20 Points)**

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other or current Community Development District(s) in other contracts; character, integrity, reputation of Proposer, etc.)

3. *Understanding of Scope of Work.* **(20 Points)**

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. Ability to Furnish the Required Services. **(20 Points)**

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.

5. Price. **(20 Points)*****

Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.

Total **(100 Points)**

***Alternatively, the Board may choose to evaluate firms without considering price, in which case the remaining categories would be assigned 25 points each.

B.

Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Proposal to Provide Financial Auditing Services:

DARBY
COMMUNITY DEVELOPMENT DISTRICT

Proposal Due: June 29, 2026
5:00PM

Submitted to:
Darby
Community Development District
c/o District Manager
475 West Town Place, Suite 114
St. Augustine, Florida 32092

Submitted by:
Antonio J. Grau, Partner
Grau & Associates
1001 Yamato Road, Suite 301
Boca Raton, Florida 33431
Tel (561) 994-9299
Fax (561) 994-5823
tgrau@graucpa.com
www.graucpa.com

Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

June 29, 2026

Darby Community Development District
c/o District Manager
475 West Town Place, Suite 114
St. Augustine, Florida 32092

Re: Request for Proposal for Professional Auditing Services for the fiscal year ended September 30, 2026, with an option for four (4) additional annual renewals.

Grau & Associates (Grau) welcomes the opportunity to respond to the Darby Community Development District's (the "District") Request for Proposal (RFP), and we look forward to working with you on your audit. We are an energetic and robust team of knowledgeable professionals and are a recognized leader of providing services to Community Development Districts. As one of Florida's few firms to primarily focus on government, we are especially equipped to provide you an effective and efficient audit.

Government audits are at the core of our practice: **95% of our work is performing audits for local governments and of that 98% are for special districts.** With our significant experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to your operations.

Why Grau & Associates:

Knowledgeable Audit Team
Grau is proud that the personnel we assign to your audit are some of the most seasoned auditors in the field. Our staff performs governmental engagements year-round. When not working on your audit, your team is refining their audit approach for next year's audit. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you.

Servicing Your Individual Needs
Our clients enjoy personalized service designed to satisfy their unique needs and requirements. Throughout the process of our audit, you will find that we welcome working with you to resolve any issues as swiftly and easily as possible. In addition, due to Grau's very low turnover rate for our industry, you also won't have to worry about retraining your auditors from year to year.

Developing Relationships
We strive to foster mutually beneficial relationships with our clients. We stay in touch year-round, updating, collaborating, and assisting you in implementing new legislation, rules and standards that affect your organization. We are also available as a sounding board and assist with technical questions.

Maintaining an Impeccable Reputation
We have never been involved in any litigation, proceeding or received any disciplinary action. Additionally, we have never been charged with, or convicted of, a public entity crime of any sort. We are financially stable and have never been involved in any bankruptcy proceedings.

Complying With Standards

Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida, and any other applicable federal, state and local regulations. We will deliver our reports in accordance with your requirements.

This proposal is a firm and irrevocable offer for 90 days. We certify this proposal is made without previous understanding, agreement or connection either with any previous firms or corporations offering a proposal for the same items. We also certify our proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action, and was prepared in good faith. Only the person(s), company or parties interested in the project as principals are named in the proposal. Grau has no existing or potential conflicts and anticipates no conflicts during the engagement. Our Federal I.D. number is 20-2067322.

We would be happy to answer any questions or to provide any additional information. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA (tgrau@graucpa.com) or Ben Steets, CPA (bsteets@graucpa.com) at 561.994.9299. We thank you for considering our firm's qualifications and experience.

Very truly yours,
Grau & Associates

Antonio J. Grau

Firm Qualifications

Grau's Focus and Experience

Our Team

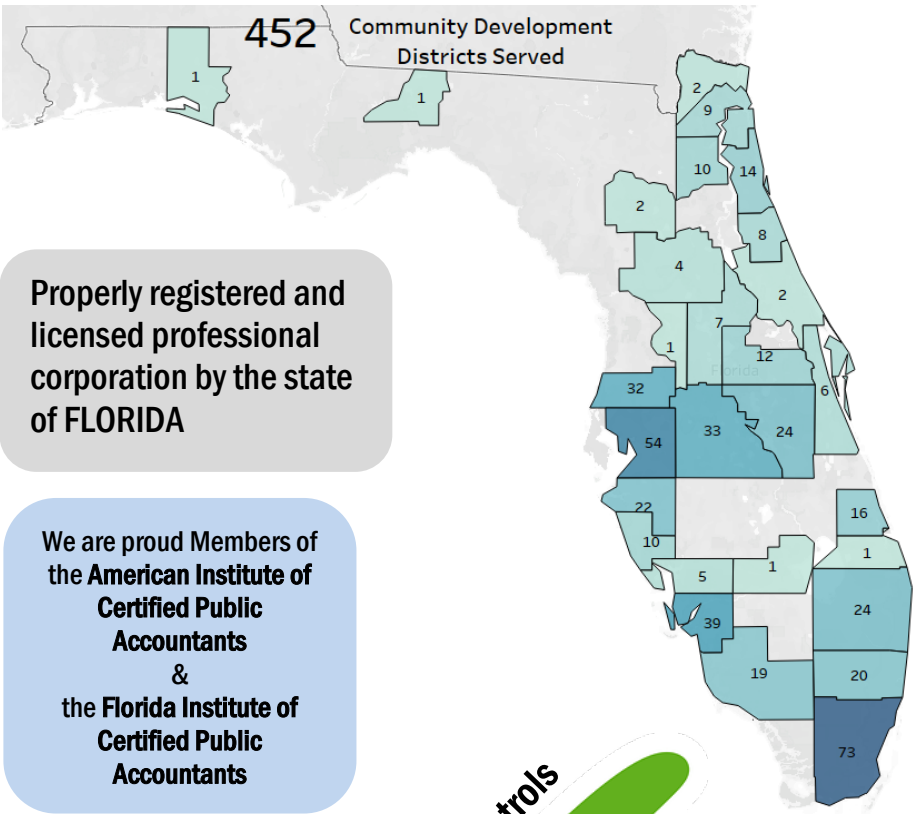
3 Partners

12 Professional Staff

2 Administrative Professionals

2005

Year founded

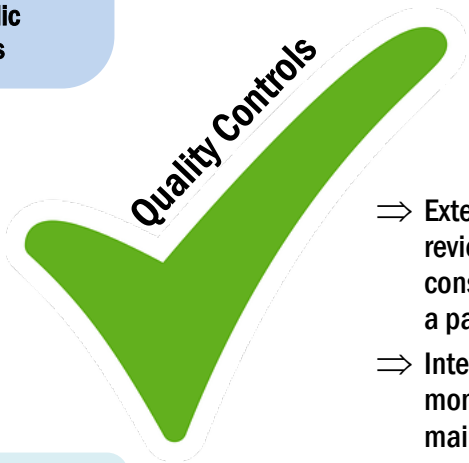


Properly registered and licensed professional corporation by the state of FLORIDA

We are proud Members of the **American Institute of Certified Public Accountants** & the **Florida Institute of Certified Public Accountants**

Services Provided

- Financial Auditing
- Compliance Auditing
- Accounting
- Attestation
- Arbitrage Services
- Management Consulting



- External quality review program: consistently receives a pass
- Internal: ongoing monitoring to maintain quality

AICPA | FICPA | GFOA | FASD | FGFOA

See next page for report and certificate

FICPA
Florida Institute of Certified Public Accountants

AICPA Peer Review Program

Administered in Florida
by the Florida Institute of CPAs

November 18, 2025

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

Dear Antonio Grau:

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

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

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

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

cc: Daniel Hevia, David Caplivski

Firm Number: 900004390114 Review Number: 616829

119 S Monroe Street, Suite 121 | Tallahassee, FL 32301 | 850.224.2727, in Florida | www.ficpa.org

PGP
PRIDA, GUIDA & PEREZ, P.A.
CERTIFIED PUBLIC ACCOUNTANTS
2504 W. KATHLEEN STREET
TAMPA, FLORIDA 33607
TELEPHONE: (813) 226-6091
FAX: (813) 229-7754

Report on the Firm's System of Quality Control

October 3, 2025

To the Partners of Grau & Associates
And the Peer Review Committee of the
Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Grau & Associates (the firm), in effect for the year ended June 30, 2025. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

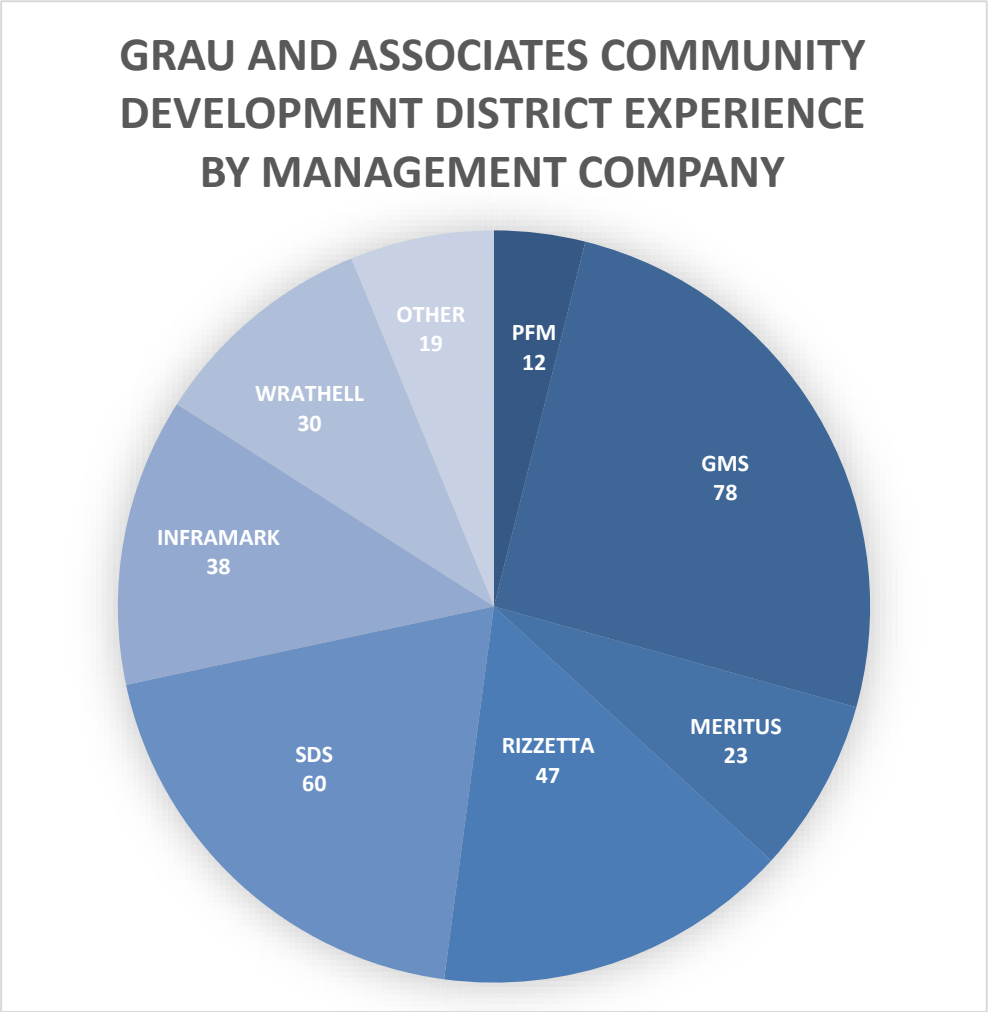
In our opinion, the system of quality control for the accounting and auditing practice of Grau & Associates in effect for the year ended June 30, 2025, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)*, or *fail*. Grau & Associates has received a peer review rating of *pass*.

Prida Guida & Perez, P.A.

MEMBER AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS
MEMBER FLORIDA INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS

Firm & Staff Experience

Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS



Profile Briefs:

Antonio J GRAU, CPA (Partner)
Years Performing Audits: 35+
CPE (last 2 years): Government Accounting, Auditing: 24 hours; Accounting, Auditing and Other: 56 hours
Professional Memberships: AICPA, FICPA, FGFOA, GFOA

Ben Steets, CPA (Partner)
Years Performing Audits: 10+
CPE (last 2 years): Government Accounting, Auditing: 28 hours; Accounting, Auditing and Other: 88 hours
Professional Memberships: AICPA, FICPA, FGFOA, FASD

"Here at Grau & Associates, staying up to date with the current technological landscape is one of our top priorities. Not only does it provide a more positive experience for our clients, but it also allows us to perform a more effective and efficient audit. With the every changing technology available and utilized by our clients, we are constantly innovating our audit process."
- Tony Grau

"Quality audits and exceptional client service are at the heart of every decision we make. Our clients trust us to deliver a quality audit, adhering to high standards and assisting them with improvements for their organization."
- Ben Steets

YOUR ENGAGEMENT TEAM

Grau's client-specific engagement team is meticulously organized in order to meet the unique needs of each client. Constant communication within our solution team allows for continuity of staff and audit team. The Certified Information Technology Professional (CITP) Partner will bring a unique blend of IT expertise and understanding of accounting principles to the financial statement audit of the District.

The assigned personnel will work closely with the partner and the District to ensure that the financial statements and all other reports are prepared in accordance with professional standards and firm policy. Responsibilities will include planning the audit; communicating with the client and the partners the progress of the audit; and determining that financial statements and all reports issued by the firm are accurate, complete and are prepared in accordance with professional standards and firm policy.

The Engagement Partner will participate extensively during the various stages of the engagement and has direct responsibility for engagement policy, direction, supervision, quality control, security, confidentiality of information of the engagement and communication with client personnel. The engagement partner will also be involved directing the development of the overall audit approach and plan; performing an overriding review of work papers and ascertain client satisfaction.

Antonio 'Tony ' J. Grau, CPA

Partner

Contact: tgrau@graucpa.com | (561) 939-6672

Experience

For over 30 years, Tony has been providing audit, accounting and consulting services to the firm's governmental, non-profit, employee benefit, overhead and arbitrage clients. He provides guidance to clients regarding complex accounting issues, internal controls and operations.

As a member of the Government Finance Officers Association Special Review Committee, Tony participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting. Tony was also the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County. Tony received the AICPA advanced level certificate for governmental single audits.

Education

University of South Florida (1983)
Bachelor of Arts
Business Administration

Clients Served (partial list)

(>300) Various Special Districts, including:

Bayside Improvement Community Development District
Dunes Community Development District
Fishhawk Community Development District (I,II,IV)
Grand Bay at Doral Community Development District
Heritage Harbor North Community Development District
St. Lucie West Services District
Ave Maria Stewardship Community District
Rivers Edge II Community Development District
Bartram Park Community Development District
Bay Laurel Center Community Development District

Boca Raton Airport Authority
Greater Naples Fire Rescue District
Key Largo Wastewater Treatment District
Lake Worth Drainage District
South Indian River Water Control

Professional Associations/Memberships

American Institute of Certified Public Accountants
Florida Institute of Certified Public Accountants
Florida Government Finance Officers Association
Government Finance Officers Association Member
City of Boca Raton Financial Advisory Board Member

Professional Education *(over the last two years)*

Course	***Hours***
Government Accounting and Auditing	24
Accounting, Auditing and Other	56
Total Hours	80 (*includes of 4 hours of Ethics CPE)*

Ben Steets, CPA, *Partner*

Contact : bsteets@graucpa.com / (561) 939-6669

Experience

Grau & Associates	Partner	2023-Present
Grau & Associates	Manager	2021-2023
Grau & Associates	Senior Auditor	2018-2021
Grau & Associates	Staff Auditor	2016-2018
PCAOB Registered Firm	Staff Auditor	2015-2016

Education

Florida Atlantic University (2015)

Clients Served *(partial list)*

(>300) Various Special Districts
Careersource Polk
Central Broward Water Control District
Dunes Community Development District
Greater Naples Fire Rescue District
Key Marco Community Development District
Lake Worth Drainage District
Mae Volen Senior Center
Port of the Islands Community Improvement District
San Carlos Park Fire and Rescue Service District
Sanibel Fire and Rescue District
South Broward Drainage District
South Trail Fire and Rescue District
Town of Highland Beach
Town of Lauderdale-By-The-Sea
Verano Walk Community Development District
West Villages Improvement District
Winding Cypress Community Development District

Professional Education (*over the last two years*)

Course	Hours
Government Accounting and Auditing	28
Accounting, Auditing and Other	88
Total Hours	116 (includes 4 hours of Ethics CPE)

Professional Associations/Memberships

American Institute of Certified Public Accountants
Florida Institute of Certified Public Accountants

References

Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

We have included three references of government engagements that require compliance with laws and regulations, follow fund accounting, and have financing requirements, which we believe are similar to the District.

Dunes Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 1998
Client Contact	Darrin Mossing, Finance Director 475 W. Town Place, Suite 114 St. Augustine, Florida 32092 904-940-5850

Two Creeks Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 2007
Client Contact	William Rizzetta, President 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614 813-933-5571

Journey's End Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 2004
Client Contact	Todd Wodraska, Vice President 2501 A Burns Road Palm Beach Gardens, Florida 33410 561-630-4922

Specific Audit Approach

Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

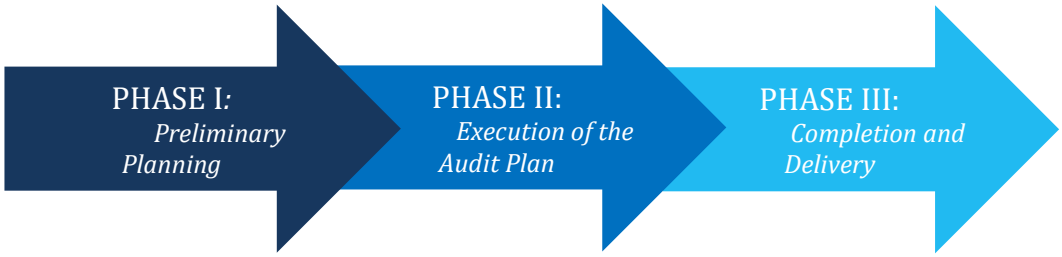
AUDIT APPROACH

Grau's Understanding of Work Product / Scope of Services:

We recognize the District is an important entity and we are confident our firm is eminently qualified to meet the challenges of this engagement and deliver quality audit services. ***You would be a valued client of our firm*** *and* ***we pledge to commit all firm resources to provide the level and quality of services (as described below) which not only meet the requirements set forth in the RFP but*** *will* ***exceed those expectations***. Grau & Associates fully understands the scope of professional services and work products requested. Our audit will follow the Auditing Standards of the AICPA, *Generally Accepted Government Auditing Standards*, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida and any other applicable Federal, State of Local regulations. **We will deliver our reports in accordance with your requirements.**

Proposed segmentation of the engagement

Our approach to the audit engagement is a risk-based approach which integrates the best of traditional auditing techniques and a total systems concept to enable the team to conduct a more efficient and effective audit. The audit will be conducted in three phases, which are as follows:



Phase I - Preliminary Planning

A thorough understanding of your organization, service objectives and operating environment is essential for the development of an audit plan and for an efficient, cost-effective audit. During this phase, we will meet with appropriate personnel to obtain and document our understanding of your operations and service objectives and, at the same time, give you the opportunity to express your expectations with respect to the services that we will provide. Our work effort will be coordinated so that there will be minimal disruption to your staff.

During this phase we will perform the following activities:

- Review the regulatory, statutory and compliance requirements. This will include a review of applicable federal and state statutes, resolutions, bond documents, contracts, and other agreements;
- Read minutes of meetings;
- Review major sources of information such as budgets, organization charts, procedures, manuals, financial systems, and management information systems;
- Obtain an understanding of fraud detection and prevention systems;
- Obtain and document an understanding of internal control, including knowledge about the design of relevant policies, procedures, and records, and whether they have been placed in operation;
- Assess risk and determine what controls we are to rely upon and what tests we are going to perform and perform test of controls;
- Develop audit programs to incorporate the consideration of financial statement assertions, specific audit objectives, and appropriate audit procedures to achieve the specified objectives;
- Discuss and resolve any accounting, auditing and reporting matters which have been identified.

Phase II – Execution of Audit Plan

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matter that may impact the completion of our work or require the attention of management. Tasks to be performed in Phase II include, but are not limited to the following:

- Apply analytical procedures to further assist in the determination of the nature, timing, and extent of auditing procedures used to obtain evidential matter for specific account balances or classes of transactions;
- Perform tests of account balances and transactions through sampling, vouching, confirmation and other analytical procedures; and
- Perform tests of compliance.

Phase III - Completion and Delivery

In this phase of the audit, we will complete the tasks related to year-end balances and financial reporting. All reports will be reviewed with management before issuance, and the partners will be available to meet and discuss our report and address any questions. Tasks to be performed in Phase III include, but are not limited to the following:

- Perform final analytical procedures;
- Review information and make inquiries for subsequent events; and
- Meeting with Management to discuss preparation of draft financial statements and any potential findings or recommendations.

You should expect more from your accounting firm than a signature in your annual financial report. Our concept of truly responsive professional service emphasizes taking an active interest in the issues of concern to our clients and serving as an effective resource in dealing with those issues. In following this approach, we not only audit financial information with hindsight but also consider the foresight you apply in managing operations.

Application of this approach in developing our management letter is particularly important given the increasing financial pressures and public scrutiny facing today's public officials. We will prepare the management letter at the completion of our final procedures.

In preparing this management letter, we will initially review any draft comments or recommendations with management. In addition, we will take necessary steps to ensure that matters are communicated to those charged with governance.

In addition to communicating any recommendations, we will also communicate the following, if any:

- Significant audit adjustments;
- Significant deficiencies or material weaknesses;
- Disagreements with management; and
- Difficulties encountered in performing the audit.

Our findings will contain a statement of condition describing the situation and the area that needs strengthening, what should be corrected and why. Our suggestions will withstand the basic tests of corrective action:

Is the recommendation cost effective?

Is the recommendation the simplest to effectuate in order to correct a problem?

Is the recommendation at the heart of the problem and not just correcting a symptomatic matter?

Is the corrective action taking into account why the deficiency occurred?

To assure full agreement with facts and circumstances, we will fully discuss each item with Management prior to the final exit conference. This policy means there will be no "surprises" in the management letter and fosters a professional, cooperative atmosphere.

Communications

We emphasize a continuous, year-round dialogue between the District and our management team. We regularly communicate through personal telephone calls and electronic mail throughout the audit and on a regular basis.

Our clients have the ability to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability. This further facilitates efficiency as all assigned users receive electronic mail notification as soon as new information has been posted into the portal.

Cost of Services

Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2026-2030 are as follows:

Year Ended September 30,	Fee
2026	$4,200
2027	$4,300
2028	$4,400
2029	$4,500
2030	$4,600
TOTAL (2026-2030)	**$22,000**

The above fees are based on the assumption that the District maintains its current level of operations. Should conditions change or Bonds are issued the fees would be adjusted accordingly upon approval from all parties concerned.

Supplemental Information

Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

PARTIAL LIST OF CLIENTS

SPECIAL DISTRICTS	Governmental Audit	Single Audit	Utility Audit	Current Client	Year End
Boca Raton Airport Authority	✓	✓		✓	9/30
Captain's Key Dependent District	✓			✓	9/30
Central Broward Water Control District	✓			✓	9/30
Collier Mosquito Control District	✓			✓	9/30
Coquina Water Control District	✓			✓	9/30
East Central Regional Wastewater Treatment Facility	✓		✓		9/30
Florida Green Finance Authority	✓				9/30
Greater Boca Raton Beach and Park District	✓			✓	9/30
Greater Naples Fire Control and Rescue District	✓	✓		✓	9/30
Green Corridor P.A.C.E. District	✓			✓	9/30
Hobe-St. Lucie Conservancy District	✓			✓	9/30
Indian River Farms Water Control District	✓			✓	9/30
Indian River Mosquito Control District	✓				9/30
Indian Trail Improvement District	✓			✓	9/30
Key Largo Wastewater Treatment District	✓	✓	✓	✓	9/30
Lake Asbury Municipal Service Benefit District	✓			✓	9/30
Lake Padgett Estates Independent District	✓			✓	9/30
Lake Worth Drainage District	✓			✓	9/30
Lealman Special Fire Control District	✓			✓	9/30
Loxahatchee Groves Water Control District	✓				9/30
Old Plantation Water Control District	✓			✓	9/30
Pal Mar Water Control District	✓			✓	9/30
Pinellas Park Water Management District	✓			✓	9/30
Pine Tree Water Control District (Broward)	✓			✓	9/30
Pinetree Water Control District (Wellington)	✓				9/30
Port of The Islands Community Improvement District	✓		✓	✓	9/30
Ranger Drainage District	✓	✓		✓	9/30
Renaissance Improvement District	✓			✓	9/30
San Carlos Park Fire Protection and Rescue Service District	✓			✓	9/30
Sanibel Fire and Rescue District	✓				9/30
South Central Regional Wastewater Treatment and Disposal Board	✓				9/30
South Indian River Water Control District	✓	✓		✓	9/30
South Trail Fire Protection & Rescue District	✓			✓	9/30
Spring Lake Improvement District	✓			✓	9/30
St. Lucie West Services District	✓		✓	✓	9/30
Sunrise Lakes Phase IV Recreation District	✓			✓	9/30
Sunshine Water Control District	✓			✓	9/30
Sunny Hills Units 12-15 Dependent District	✓			✓	9/30
West Villages Improvement District	✓			✓	9/30
Various Community Development Districts (452)	✓			✓	9/30
TOTAL	**491**	**5**	**4**	**484**	

ADDITIONAL SERVICES

CONSULTING / MANAGEMENT ADVISORY SERVICES

Grau & Associates also provide a broad range of other management consulting services. Our expertise has been consistently utilized by Governmental and Non-Profit entities throughout Florida. Examples of engagements performed are as follows:

- Accounting systems
- Development of budgets
- Organizational structures
- Financing alternatives
- IT Auditing
- Fixed asset records
- Cost reimbursement
- Indirect cost allocation
- Grant administration and compliance

ARBITRAGE

The federal government has imposed complex rules to restrict the use of tax-exempt financing. Their principal purpose is to eliminate any significant arbitrage incentives in a tax-exempt issue. We have determined the applicability of these requirements and performed the rebate calculations for more than 150 bond issues, including both fixed and variable rate bonds.

73 Current Arbitrage Calculations

We look forward to providing Darby Community Development District with our resources and experience to accomplish not only those minimum requirements set forth in your Request for Proposal, but to exceed those expectations!

For even more information on Grau & Associates please visit us on www.graucpa.com.

C.

Independent Audit Service Proposal

RMcINTOSH CPA
INTEGRITY • INSIGHT • ASSURANCE

2385 NW Executive Center Dr.
Boca Raton, FL 33431

rmcintoshcpa.com

Prepared for Darby Community Development District

Prepared By:
McIntosh CPA

June 29, 2026

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Transmittal Letter

June 29, 2026

Board of Supervisors
Darby Community Development District
Duval County, FL

McIntosh CPA is pleased to submit this proposal to provide annual auditing services for the Darby Community Development District (the "District"). Our firm specializes in auditing services for governmental entities, including special districts, ensuring compliance with Florida Statutes, Government Auditing Standards (Yellow Book), and the requirements set forth by the Florida Auditor General. We are a Woman & Minority Business certified by the State of Florida.

While the firm is new, the managing partner has been providing auditing services to special districts for over 18 years and has an impeccable reputation among former clients. With this experience and knowledge, we are uniquely qualified and ready to assist the District with the audit services needed. We are confident that we will not only provide the services required but exceed expectations.

We understand the importance of accountability and fiscal responsibility in government operations. Our audit methodology is designed to provide an efficient, thorough, and collaborative review process while minimizing disruption to your daily operations. Additionally, we are committed to maintaining open communication and delivering clear, actionable recommendations to support the District's financial integrity and operational efficiency

We have an established reputation for delivering high-quality, timely, and efficient audits. With our extensive experience, we are confident in our ability to provide the District with the highest level of professional service. We acknowledge that this proposal is valid for ninety (90) days following submission.

We thank you for the opportunity to provide a proposal and look forward to working with the District's team. Please do not hesitate to contact Racquel McIntosh at 2385 NW Executive Center Dr., Suite 100, Boca Raton FL 33431, 561-981-6282, or mcintoshcpa@outlook.com with any questions.

Sincerely,

McIntoshCPA

Racquel McIntosh, CPA
President

Statement of Understanding and Scope of Work

The Darby Community Development District requires independent audit services for the fiscal years ending September 30, 2026, with an option for four additional one-year renewals. Our firm understands that the audit must comply with:

- Chapter 218.39, Florida Statutes
- Florida Auditor General's Rules
- Government Auditing Standards (Yellow Book)
- Licensure under Chapter 473

The audit will include an examination of the District's financial records, internal controls, and compliance with applicable laws and regulations.

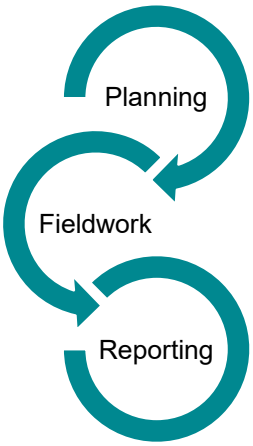
AUDIT TIMELINE

We recognize the importance of adhering to the District's annual audit deadline of June 30th and are fully committed to ensuring a timely and efficient audit process. Racquel McIntosh will be responsible for the firm meeting the required deadline. Our team will strategically plan and execute the audit to ensure that the draft and auditor's reports are completed well in advance of the deadline, allowing ample time for review and discussion. Additionally, we will maintain open communication throughout the engagement to address any concerns promptly and ensure a smooth and seamless audit experience.

SCOPE OF WORK

- Conduct an independent audit in accordance with Government Auditing Standards
- Evaluate internal controls and compliance with Florida statutes
- Issue audited financial statements with findings and recommendations
- Report to the Board of Supervisors on the audit findings
- Provide ongoing support for financial and compliance questions

The audit will be performed in the three phases below;



AUDIT PLANNING

This is the most critical part of an audit, as a well planned audit determines the flow and efficiency for the entire audit. Planning consists of the following segments:

Obtain an understanding of the District – we will gain an understanding of the District in order to perform risk assessment for the various segments of the audit. It involves reviewing the policies and procedures, documenting the internal controls of the District, including compliance requirements, and making an initial assessment of inherent risk in order to determine the preliminary risk of material misstatement to the financial statements. It also includes gaining an understanding of the District's IT environment and how that affects financial reporting.

IT Assessment – we will discuss with management and document the District's IT infrastructure, including; general controls over the network and the accounting software, and specific controls within the accounting software. We will also discuss access, backups, disaster recovery, and virus protection. These discussions will assist in determining if the IT infrastructure is adequate to reduce any material financial statement misstatements.

Preliminary analytics – current vs prior year review of accounts to determine and document causes for fluctuations.

Risk Assessment - Used in conjunction with other planning items above to dictate further audit procedures.

FIELDWORK

Based on the risk assessment results from planning, a combination of analytical procedures, detail test of transactions, and use of audit confirmations will be applied by the auditor.

Analytical procedures – these will consist of revenue and expenditure variances from the prior year, variances with the budget, calculating revenue expectations, and reviewing trend analysis for anomalies.

Test of details – these will consist of tracing and vouching transactions to and from the accounting records. Will also include testing bond compliance.

Audit confirmations – these will be sent to attorneys, tax collector, bond trustees, and other entities as deemed necessary.

REPORTING

Once the fieldwork has been completed, a draft of the financial statements along with all related audit reports will be prepared for management's review. McIntosh CPA utilizes a memo to management regarding findings and recommendations not deemed significant and therefore not included in any of the audit reports. The memo will detail the observation and provide a recommendation for corrective action. No management response is required since it will not be presented in any audit report. Before a finding is reported in the audit report, a determination is made as to why the issue occurred and whether it was a one-time occurrence. We ensure that reporting items in the audit report are necessary and that recommendations are cost beneficial.

For all three phases above, if deficiencies or discrepancies are identified, management will be informed immediately to give them a chance to research and provide additional information or put corrective measures in place.

Qualifications and Experience

INDEPENDENCE

We affirm that McIntosh CPA is independent with respect to the District. We meet the independence standards of Generally Accepted Auditing Standards and the U.S. Government Accountability Office's *Government Auditing Standards*.

FIRM QUALIFICATIONS

- Licensed under Chapter 473, Florida Statutes
- Over 18 years of experience auditing governments
- Demonstrated expertise in auditing special districts and financials
- Strong track record of timely report delivery and responsiveness

The services as outlined in the statement of understanding will be overseen by Racquel McIntosh CPA, who brings over 18 years of exemplary service in the government auditing and accounting industry. In her previous role, she was an audit partner providing auditing services to municipalities and special districts throughout the State of Florida and was in charge of audit quality for the firm. In addition, she assisted clients with internal policy review, internal control best practices and implementation, and assisted with implementation of accounting software and accounting standards.

Further, she has met the educational requirements for CPAs set forth under Florida Statutes and the Government Auditing Standards (Yellow Book) issued by the Government Accountability Office (GAO). See next page for resume.

Value-Added Service

In addition to providing audit services for the District, Racquel provides an annual training session for the District accounting staff which will include; reviewing items found in the previous year's audit, accounting treatment for certain transactions, how to respond to auditor inquiry, how to analyze financial statements, and new accounting standards and regulations applicable to the upcoming audit year.

REFERENCES

Below are three districts that the engagement partner has worked on with the named management companies. In total, the engagement partner oversaw and worked on over 200 CDDs.

CATALINA AT WRINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT	Rizzetta & Company 3434 Colwell Avenue, Suite 200 Tampa, FL 33614
BERRY BAY COMMUNITY DEVELOPMENT DISTRICT	Meritus 2005 Pan Am Circle, Suite 300 Tampa, FL 33607
BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT	Inframark 210 N University Drive Coral Springs, FL 33071

RACQUEL MCINTOSH

CPA

561-981-6282

mcintoshcpa@outlook.com

Racquel Mcintosh, CPA

2385 NW Executive Center Dr. Suite 100, Boca Raton FL

EDUCATION

Masters of Accounting
Florida Atlantic University
2004

Bachelor of Arts B.B.A
Major: Accounting & Finance
Florida Atlantic University
2003

INDUSTRIES

Governments

Non-profits

MEMBERSHIPS

AICPA
CSDA
FASD
FICPA
FGFOA

FASD Board Member/Presenter

FICPA SLG Committee Member

Profile

Racquel has been providing auditing and consulting services to governments and non-profits for over 18 years. Her in-depth knowledge of government/non-profit compliance requirements, regulations, accounting principles and audit methodologies provides clients with the highest service quality delivered with the utmost integrity.

Experience

- Oct 2023- Present
  McIntosh CPA
  Founder & President

- 2005 - 2023
  Grau & Associates
  Audit Staff 2005 - 2009
  Audit Senior 2009 -2011
  Audit Manager 2011 - 2014,
  Audit Partner 2014 - 2023

- Continuing Professional Education
  Over the last two(2) years

	Hours
Government Accounting & Auditing	37.5
Accounting, Auditing & Other (Incl Ethics)	42.5
Total hours	**80**

Collaborations

In addition to external audits, Racquel has assisted clients with implementing new accounting standards and State legislation, switching ERP systems, improving internal controls via new policies and procedures, providing education via webinars/seminars, and providing guidance to management.

LIST OF SPECIAL DISTRICTS AUDITED

COMMUNITY DEVELOPMENT

- OVER 200

WATER CONTROL/DRAINAGE

- Central Broward Water Control District
- East Central Regional Water Reclamation Facility
- Old Plantation Water Control District
- Pinellas Park Water Management District
- Pinetree Water Control District (Broward and Palm Beach)
- Ranger Drainage District
- South Central Regional Wastewater Treatment & Disposal Plant

FIRE RESCUE

- San Carlos Park Fire Protection & Rescue District
- Sanibel Fire & Rescue District
- South Trail Fire & Rescue District

OTHER

- Boca Raton Airport Authority
- Greater Boca Raton Beach & Park District
- Indian Trail Improvement District
- Spring Lake Improvement District

Schedule of Fees

Below are the all-inclusive fees for the District's annual financial statement audit

Fiscal Year	Proposed Fee
2026	$4,000
2027	$4,100
2028	$4,200
2029	$4,300
2030	$4,400

The above fees are based on the District not issuing Bonds in any of the fiscal years. If Bonds are issued, then fees will be renegotiated.

Appendix

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY

THE ACCOUNTANCY CORPORATION HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

RACQUEL MCINTOSH CPA, P.A.

MCINTOSH CPA
2385 NW EXECUTIVE CENTER DRIVE
SUITE 100
BOCA RATON FL 33431

LICENSE NUMBER: AD71848
EXPIRATION DATE: DECEMBER 31, 2027

Always verify licenses online at MyFloridaLicense.com

ISSUED: 12/30/2025

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

State of Florida

Woman & Minority Business Certification

McIntosh CPA

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
04/05/2026 to 04/05/2028

Pedro Allende
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DEVELOPMENT

Office of Supplier Development
4050 Esplanade Way, Suite 380
Tallahassee, Florida 32399
850-487-0915
www.dms.myflorida.com/osd

D.

Community Development District

Proposal

To Serve

Darby Community Development District

In Response to Request for Proposals for:

Annual Audit Services

Due by: 5:00 pm, June 29, 2026

Richie Tandoc, P.A.
Certified Public Accountant & Consultant

Contact:

Richie C. Tandoc, Audit & Assurance Partner
Email: richie@rtandoc-cpa.com

13453 SW 105th Avenue
Miami, Florida 33176
Tel. (305) 720-2502, ext. 101

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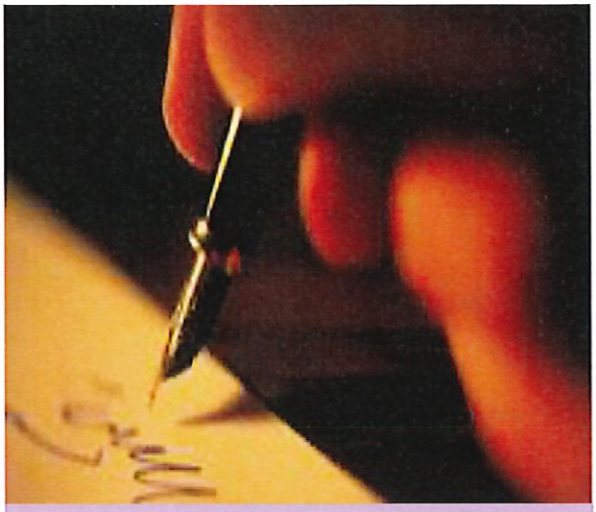

Letter of Transmittal / Executive Summary

Richie Tandoc, P.A.
Certified Public Accountant & Consultant
13453 SW 105th Ave, Miami, Florida 33176 / T. (305) 720-2502

June 19, 2026

Daniel Laughlin
District Manager
Darby Community Development District
475 West Town Place, Suite 114
St. Augustine, FL 32092

RE: Proposal to Provide Annual Audit Services

Dear Ms. Laughlin:

Richie Tandoc, P.A. is pleased to have the opportunity to submit a proposal to provide annual audit services to Darby Community Development District (the "District") for the fiscal year ending September 30, 2026, with the option to renew annually for the fiscal years ending September 30, 2027, 2028, 2029 and 2030.

Richie Tandoc, P.A. is committed to providing value-added and quality services to the District, combining the responsive personal contact associated with a smaller firm and the sophisticated professional resources of a larger firm. As leaders in servicing governmental and non-profit entities, Richie Tandoc, P.A. is fully qualified to provide audit services to the District. We strive to exceed the expectations of our clients, with a commitment to total quality service. Translating our experience and resources into effective and efficient value-added services to the District is our highest priority, which is why we believe we are best suited to be part of your professional team.

The task that the District faces in selecting a firm to provide audit services is not an easy one. Our goal in this proposal is to present those characteristics that distinguish us as the team best suited to serve the District.

Understanding of the Work and Ability to Perform

Based on the team's knowledge and experience gained in serving governmental and non-profit entities for over three decades, more specifically the experience that we've gained having been auditors for governmental organizations similar in size to the District, the team at Richie Tandoc, P.A. has a clear understanding and ability to provide the scope of services requested, as more thoroughly described throughout this proposal.

Committed to Serving Governmental and Non-Profit Entities

Although the Firm of Richie Tandoc, P.A. officially began operating as a CPA firm in 2025, the team members at Richie Tandoc, P.A. have been serving governmental and non-profit entities for over 30 years (previously as part of PAAST, P.L. and SKJ&T, LLP). Richie Tandoc, P.A. strives to maintain its objectives in the rendering of services of the highest quality with local firm attentiveness to all of its governmental and non-profit clients.

Richie Tandoc, P.A.'s professionals, from entry-level accountants, to the managers, and to the partner, are trained to understand the issues and meet the needs of governmental and non-profit entities.

Our professionals bring a comprehensive understanding of the issues that face governmental and non-profit entities as well as "bench strength" at all levels, allowing us to respond swiftly and effectively to your evolving needs.

Your proposed engagement team consists of the following supervisory professionals:

- Richie Tandoc, Client Service and Engagement Partner – has 32 years of experience auditing governmental and non-profit organizations;
- Jenny Orantes, Audit Senior Manager – has 25 years of experience auditing governmental and non-profit organizations; and
- Danae Garcia, Audit Supervisor – has 23 years of experience auditing governmental and non-profit organizations.

With this team, the District can be assured that we are committed to performing the audit services within the timeframe required in the request for proposals.

Responsiveness

Richie Tandoc, P.A. takes pride in responding to the needs of its clients. This responsiveness is not only demonstrated by committing to performing our services within the timeframe required, but in responding to other requests as well. Our ability to be responsive will be enhanced by the open communications and excellent working relationship that we hope to develop with the District.

We look forward to hearing from you and to working with the District. As a Partner of Richie Tandoc, P.A., I am the District's primary contact and I am duly authorized to make representations for, and bind, the Firm. I can be reached directly at (305) 720-2502, ext. 101 or at richie@rtandoc-cpa.com.

Sincerely,

Richie Tandoc, P.A.

Richie C. Tandoc
Audit & Assurance Partner

Proposal Requirements

Firm Background

Richie Tandoc, P.A. (the "Firm") was originally founded and incorporated on March 1, 2017, but was originally a member/owner of SKJ&T, LLP and PAAST, P.L. certified public accounting firms, for over two decades. Effective July 16, 2025, Richie Tandoc, P.A. separated from PAAST, P.L. and began operating full-time as its own certified public accounting firm. In addition, all of the governmental audit professionals from PAAST, P.L. have joined Richie Tandoc, P.A. As such, the Firm will continue to provide professional services to its governmental and non-profit clients, including accounting/bookkeeping, auditing, consulting, and other assurance and advisory services.

The Firm's audit and assurance practice (which consists of accounting, compilations, reviews, audits, consulting and other advisory services) is composed 70% of engagements in the governmental and non-profit industries, and 30% in the commercial industry, including investments, construction, manufacturing, distribution, import/export, retail, and services fields.

Richie Tandoc, P.A. is a member of the American Institute of Certified Public Accountants Private Companies Division for CPA firms. Richie Tandoc and all eligible employees are members of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants, and are in good standing with such Institutes. In addition, two of the members on the assigned engagement team are Certified Fraud Examiners, and are members of the Association of Certified Fraud Examiners.

Size and Organizational Structure of the Firm

Richie Tandoc, P.A. is considered a local CPA firm, and consists of the following owner/partner:

	Years of Experience
Richie Tandoc, Audit & Assurance Partner	32

In addition to the Partner above, the Firm consists of 7 other audit professionals composed of the following:

	Number of Personnel
Audit Professionals:	
Managers/Supervisors	3
Staff	4
Total	7

Experience in Auditing Governmental and Non-Profit Entities

Our audit professionals have substantial experience in auditing governmental and non-profit entities in accordance with auditing standards generally accepted in the United States of America, *Audits of Not-for-profit Organizations*, *Government Auditing Standards*, OMB Uniform Guidance (i.e. Federal Single Audits), Chapter, 10.550 and 10.650, *Rules of the Auditor General* (i.e. State Single Audits) and the preparation of financial statements in accordance with such standards, and FASB and GASB pronouncements, statements and interpretations, where applicable. In addition, Richie Tandoc, P.A. is a member of the AICPA's Not-for-Profit Section the Government Finance Officers Association and the Florida Government Finance Officers Association.

The following is a select list of governmental and non-profit audits that the proposed audit team at Richie Tandoc, P.A. have worked on in the last five years (special districts and special purpose governments are highlighted in red):

Governmental and Non-Profit Financial Statement and Single Audits

- Alzheimer's Association SE Fl. Chapter, Inc.
- Bayfront Park Management Trust
- Bacardi Family Foundation, Inc.
- Boynton Beach Community Red. Agency
- Broward Housing Solutions, Inc.
- Catholic Charities Legal Services, Inc.
- City of Hialeah, Florida
- City of Miami, Florida
- City of Miami Midtown CRA
- City of Miami Omni CRA
- City of Miami SE Overtown Park West CRA
- Coconut Grove Business Improvement District
- CubaNet News, Inc.
- First Call For Help of Broward, Inc.
- Florida Rising, Inc. / Florida New Majority, Inc.
- Florida Rising Together, Inc. / Florida New Majority Education Fund, Inc.
- Kristi House, Inc.
- Foundation For Human Rights in Cuba, Inc.
- Lincoln Road Business Improvement District
- Miami Homes for All, Inc.
- Miami-Dade County Aviation Department
- Miami-Dade County General Segment
- Miami-Dade County Industrial Dev. Authority
- Miami-Dade Expressway Authority
- Miami-Dade Transit
- Miami Sports & Exhibition Authority
- Miami Workers Center, Inc.
- Ophthalmology Research Foundation, Inc.
- Outreach Aid to the Americas, Inc.
- School Board of Miami-Dade County
- Two Ridges Community Development District
- Virginia Key Beach Park Trust
- Washington Avenue Business Imp. District
- West Villages Improvement District
- Wynwood Business Improvement District

Proposed Engagement Team

In order to fulfill our commitment to the District, we have structured the proposed engagement team to be responsive to your needs, consisting of professionals with the skills and experience in dealing with the issues you face. Below are the resumes of the proposed engagement team members.

Richie Tandoc, CPA, CFE

Client Service & Engagement Partner

Responsibilities

Richie will serve as the primary contact for management to ensure open and effective channels of communication. His responsibilities include keeping abreast of important developments concerning issues that would directly affect the District; coordinating the total services to be provided through continuous communication with members of the engagement team; determining the content of the reports to be issued; ascertaining that professional standards have been complied with throughout the engagement; and directing and controlling the efforts of all personnel on the engagement.

Resume

Richie is a Certified Public Accountant and Certified Fraud Examiner with over 32 years of experience providing audit services to governmental and non-profit clients.

Richie specializes in providing services specifically to: non-profit organizations, including charitable, religious and educational organizations and foundations, community

Education:

- *Bachelor of Accounting*, Florida International University
- *Master of Accounting*, Florida International University

social welfare organizations, and business leagues; and governmental organizations, including state and local governments, special districts, and special-purpose governmental organizations. He also specializes in performing Federal and State Single Audits for governmental and non-profit organizations in accordance with *Government Auditing Standards*, OMB Uniform Guidance and Chapter, 10.650 and 10.550, *Rules of the Auditor General*, respectively.

Richie stays current with topics relating to accounting and auditing, and more specifically, in the government and non-profit industries, by frequently attending local, state and national training seminars and conferences provided by the American Institute of Certified Public Accountants; Florida Institute of Certified Public Accountants; Government Finance Officers Association; and Florida Government Finance Officers Association. Richie is compliant with the Yellow Book requirements for CPE.

Prior to starting Richie Tandoc, P.A., Richie was a Partner with SKJ&T, LLP/PAAST P.L. for 22 years, and prior to that, he was a Senior Manager with KPMG for 8 years. During his time at KPMG, Richie completed a 2-year audit rotation in KPMG's London, England office.

Professional and Business Affiliations:

- Certified Public Accountant, Florida
- Certified Fraud Examiner, ACFE
- *Member*, Association of Certified Fraud Examiners
- *Member*, American Institute of CPAs
- *Member*, Government Finance Officers Association
- *Member*, Florida Government Finance Officers Association
- *Alumni*, Florida International University
- *Member and Co-Chair*, United Way of Miami-Dade County Agency Audit Committee
- *Member*, United Way of Miami-Dade County Community Impact Committee
- *Former Board Member*, Early Learning Coalition of Miami-Dade/Monroe
- *Former Member*, Early Learning Coalition of Miami-Dade/Monroe Finance Committee
- *Member*, FICPA Audit Committee

Richie has provided services to a wide range of governmental clients including, amongst others: Boynton Beach Community Redevelopment Agency; City of Coral Springs; City of Hialeah; City of Miami; City of Miami Community Redevelopment Agencies; City of Pompano Beach; Coconut Grove Business Improvement District; Florida Department of Environmental Protection; Lincoln Road Business Improvement District; Miami-Dade County; Miami-Dade Expressway Authority; Miami-Dade County Industrial Dev. Authority; School Board of Miami-Dade County; School District of Palm Beach County; Two Ridges Community Development District; Washington Avenue Business Improvement District; West Villages Improvement District; and Wynwood Business Improvement District.

Jenny Orantes, CFE
Engagement Senior Manager

Responsibilities

Jenny will be responsible for developing and coordinating the overall audit work plan under the direction of the client service partner. Her responsibilities also include supervising staff personnel, coordinating the day-to-day audit fieldwork with the Supervisor, and performing an in-depth review of all pertinent work papers and reports.

Jenny will also be responsible for coordinating the completion of the audit and the preparation of the reports; and for bringing to the attention of the client service partner any technical and sensitive issues, and potential solutions to such.

Resume

Jenny is a Certified Fraud Examiner with over 25 years of experience providing audit services to governmental and non-profit clients. Prior to the joining Richie Tandoc, P.A., she spent her entire public accounting career at SKJ&T/PAAST, P.L., rising to the level of Senior Manager.

She has substantial experience in auditing governmental and non-profit entities in accordance with *Government Auditing Standards*, auditing federal and state grants in accordance with OMB Circular A-133/Uniform Guidance and *Rules of the Auditor General* of the State of Florida.

Jenny stays current with topics relating to accounting and auditing, and more specifically, in the government and non-profit industries, by frequently attending local, state and national training seminars and conferences provided by the American Institute of Certified Public Accountants; Florida Institute of Certified Public Accountants; Government Finance Officers Association; and Florida Government Finance Officers Association. Jenny is compliant with the Yellow Book requirements for CPE.

Jenny has provided services to a wide range of government clients including, amongst others: Boynton Beach Community Redevelopment Agency; City of Coral Springs; City of Miami Community Redevelopment Agencies; Coconut Grove Business Improvement District; Florida Department of Environmental Protection; Miami-Dade County; Miami-Dade County Aviation Department; Miami Beach Housing Authority; School Board of Miami-Dade County; School District of Palm Beach County; and Wynwood Business Improvement District.

Education:

- *Bachelor of Accounting*, Florida International University
- *Master of Accounting*, Florida International University

Professional and Business Affiliations:

- Certified Fraud Examiner, ACFE
- *Member*, Association of Certified Fraud Examiners
- *Associate Member*, American Institute of CPAs
- *Associate Member*, Florida Institute of CPAs
- *Member*, Gov't Finance Officers Association
- *Member*, Florida Gov't Finance Officers Association
- *Alumni*, Florida International University
- *Former Member*, United Way of Miami-Dade County Agency Audit Committee

Danae Garcia
Engagement Supervisor

Responsibilities

Danae will assist in the planning of the audit; allocate audit tasks to staff and direct the day-to-day performance of the plan; will be under the supervision of the client service partner and senior manager; supervise audit staff and oversee daily progress of the engagement; communicate with the senior manager regarding the progress of the audit; review all workpapers and reports; and identify any technical issues to be discussed with the senior manager.

Resume

Danae has over 23 years of experience providing audit services to governmental and non-profit clients. Prior to the joining Richie Tandoc, P.A, she spent her entire public accounting career at SKJ&T/PAAST, P.L., rising to the level of Supervisor. She has substantial experience in auditing governmental and non-profit entities in accordance with *Government Auditing Standards*, auditing federal and state grants in accordance with OMB Circular A-133/Uniform Guidance and *Rules of the Auditor General* of the State of Florida.

Danae stays current with topics relating to accounting and auditing, and more specifically, in the government and non-profit industries, by frequently attending local, state and national training seminars and conferences provided by the American Institute of Certified Public Accountants; Florida Institute of Certified Public Accountants; Government Finance Officers Association; and Florida Government Finance Officers Association. Danae is compliant with the Yellow Book requirements for CPE.

Education and Professional Affiliations:

- *Bachelor of Accounting*, Florida International University
- Currently studying for the Certified Fraud Examiners exam
- *Associate Member*, AICPA
- *Associate Member*, FICPA
- *Alumni*, Florida Int'l University

Danae has provided services to a wide range of government clients including, amongst others: Boynton Beach Community Redevelopment Agency; City of Miami; City of Miami Community Redevelopment Agencies; Coconut Grove Business Improvement District; Lincoln Road Business Improvement District; Miami-Dade County; Miami-Dade County Industrial Dev. Authority; School Board of Miami-Dade County; School District of Palm Beach County; Two Ridges Community Development District; Virginia Key Beach Park Trust; Washington Avenue Business Improvement District; West Villages Improvement District; and Wynwood Business Improvement District.

Experience in Auditing Special Districts

Our professionals have substantial experience in auditing governmental entities in accordance with auditing standards generally accepted in the United States of America, *Audits of Not-for-profit Organizations*, *Government Auditing Standards*, OMB Uniform Guidance (i.e. Federal Single Audits), Chapter, 10.650 and 10.550, *Rules of the Auditor General* (i.e. State Single Audits) and the preparation of financial statements in accordance with such standards, and FASB and GASB pronouncements, statements and interpretations, where applicable.

More specifically, we have significant experience in auditing special districts and other special purpose governmental entities, similar to the District. The following is a select list of special districts that the proposed team members have provided audit services to in the last year:

Boynton Beach Community Redevelopment Agency	
Services Conducted:	Financial statement audit
Principal Contact:	Vicki Hill, Finance Director 100 E. Ocean Ave, Boynton Beach, FL 33435 (561) 600-9092 HillV@bbfl.us

City of Miami Community Redevelopment Agencies (3 Special Districts)	
Services Conducted:	Financial statement audit, Federal single audit, and agreed-upon procedures
Principal Contact:	Miguel Valentin, Finance Officer 819 NW 2nd Ave, 3rd Floor, Miami, FL 33136 (305) 679-6810 mavalentin@miamigov.com

Coconut Grove Business Improvement District	
Services Conducted:	Financial statement audit
Principal Contact:	Mark Burns, Executive Director 3250 Mary St. #305, Coconut Grove, FL 33133 (305) 461-5506 mark@grovebid.com

Lincoln Road Business Improvement District	
Services Conducted:	Financial statement audit
Principal Contact:	Anabel Llopis, Executive Director 1620 Drexel Ave, Suite 100, Miami Beach, FL 33139 (305) 600-0219 anabel@lincolnrd.com

Miami-Dade County Industrial Development Authority	
Services Conducted:	Financial statement audit
Principal Contact:	Amanda Llovet, CFO 80 SW 8th St, Suite 2801, Miami, FL 33130 (305) 579-0070 allovet@mdcida.org

Two Ridges Community Development District	
Services Conducted:	Financial statement audit
Principal Contact:	Jeff Walker, CFO (Special District Services, Inc.) 2501A Burns Rd, Palm Beach Gardens, FL 33410 (561) 579-630-4922 JWalker@sdsinc.org

West Villages Improvement District	
Services Conducted:	Financial statement audit and state single audit
Principal Contact:	Jeff Walker, CFO (Special District Services, Inc.) 2501A Burns Rd, Palm Beach Gardens, FL 33410 (561) 579-630-4922 JWalker@sdsinc.org

Washington Avenue Business Improvement District	
Services Conducted:	Financial statement audit
Principal Contact:	Troy Wright, Executive Director 1234 Washington Ave, #204, Miami Beach, FL 33139 (305) 916-0779 twright@washavemb.com

Understanding of and Ability to Furnish the Scope of Work

Richie Tandoc, P.A. has the ability and capability to perform the services required in the RFP, based on the proposed team members' experience in auditing similar entities, and our knowledge of and expertise in state and local government accounting and auditing. We understand the scope of work includes an audit of the District's basic financial statements, in accordance with:

- Rules of the Auditor General of the State of Florida, Chapters 10.550;
- Section 218.415, Florida Statutes, *Local Government Investment Policies*;
- Audits of State and Local Governments, issued by the AICPA;
- Generally Accepted Auditing Standards;
- Government Auditing Standards, issued by the Comptroller General of the United States;
- Generally Accepted Governmental Accounting Standards; and
- Any other applicable federal, state, local regulations or professional guidance not specifically listed above, which may be adopted by these organizations in the future.

Our understanding of the reports to be issued for the District, include:

- Report on the fair presentation of the basic financial statements (independent auditor's report);
- Report on internal control over financial reporting and on compliance and other matters based on an audit of the financial statements (Yellow Book report);
- Management letter in accordance with "Rules of the Auditor General"; and
- Report on compliance with Section 218.415, Florida Statutes, *Local Government Investment Policies*.

As previously mentioned, although the Firm has only recently begun operations as its own CPA firm, all of the government audit professionals at the Firm have been together since their days at SKJ&T, LLP / PAAST, P.L. The three members on the proposed team have been working together since 2003, and have been providing audit services to our governmental clients since then, and will continue to do so under Richie Tandoc, P.A.

Proposed Fees

Richie Tandoc, P.A.'s policy is to estimate fees at amounts that are highly competitive, but will also enable us to respond to your needs and provide the quality of service that the District requires. In general, our fees are based on the level of experience and training of the individuals assigned to the engagement.

Our proposed fees below also include the availability of the members of the engagement team to assist the District in answering any accounting, auditing, and/or financial reporting technical questions, or any other questions within the scope of the audit engagement, during the engagement and throughout the year. We do not charge extra for these kinds of technical questions. However, questions or services that are not within the scope of the audit may include those services that would not impair our independence as your auditors, such as consent letters, certain agreed-upon procedures, tax-related research and inquiries, and certain other financial consulting services, and would therefore be charged at rates agreed-upon with management.

Richie Tandoc, P.A.'s lump sum proposed cost for the annual audit services, are as follows:

Year Ending Sep 30,	Lump Sum Proposed Cost
2026	$ 3,800
2027	3,800
2028	4,000
2029	4,000
2030	4,000

Proposed Timetable

With management's approval, our proposed timetable for the audit is as follows:

Key Phase	Nov		Dec		Jan		Feb	
Audit Planning								
Interim Procedures								
Year-End Substantive Testing								
Exit Conference and Draft Reports								
Final Reports								

Once the timetable is agreed and finalized with management of the District, Richie Tandoc, P.A. will be committed to completing the audit within the dates specified.

THIRD ORDER OF BUSINESS

C.

RESOLUTION 2026-03

A RESOLUTION DESIGNATING OFFICERS OF THE DARBY COMMUNITY DEVELOPMENT DISTRICT

WHEREAS, the Board of Supervisors of the Darby Community Development District at a regular business meeting held on July 14, 2026 desires to elect the below recited persons to the offices specified.

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

1. The following persons were elected to the offices shown, to wit:

_____	Chairman
_____	Vice-Chairman
Daniel Laughlin	Secretary
Daniel Laughlin	Treasurer
James Oliver	Assistant Treasurer
Marilee Giles	
Darrin Mossing	
Matthew Biagetti	
Marilee Giles	Assistant Secretary
James Oliver	
Darrin Mossing	
Matthew Biagetti	
_____	
_____	
_____	

PASSED AND ADOPTED THIS 14TH DAY OF JULY, 2026.

_____
Chairman / Vice Chairman

_____
Secretary / Assistant Secretary

FOURTH ORDER OF BUSINESS

Minutes of Meeting
Darby
Community Development District

The regular meeting of the Board of Supervisors of the Darby Community Development District was held Tuesday, May 12, 2026 at 11:08 a.m. at the offices of Corner Lot Development, 1000 Riverside Avenue, Suite 600, Jacksonville, Florida

Present and constituting a quorum were:

George Leone	Chairman
Andre Green	Supervisor
Matt Allen	Supervisor
Justin Holmes	Supervisor

Also present were:

Daniel Laughlin	District Manger
Wes Haber	District Counsel by telephone
Beth Leaptrott	Engineer, Connelly & Wicker by telephone
Alison Mossing	GMS

Following is a summary of the actions taken at the May 12, 2026 meeting.

FIRST ORDER OF BUSINESS Roll Call

Mr. Laughlin called the meeting to order at 11:08 a.m. and called the roll.

SECOND ORDER OF BUSINESS Audience Comments

There being none, the next item followed.

THIRD ORDER OF BUSINESS Organizational Matters

A. Acceptance of Resignation Letter from Supervisor Acevedo

On MOTION by Mr. Leone seconded by Mr. Allen with all in favor Ms. Acevedo's resignation was accepted.

B. Appointment of New Supervisor to Fill Unexpired Term of Office

C. Consideration of Resolution 2026-03 Election of Officers

Items B and C Tabled.

FOURTH ORDER OF BUSINESS **Consideration of Minutes of the March 10, 2026 Meeting**

On MOTION by Mr. Leone seconded by Mr. Green with all in favor the minutes of the March 10, 2026 meeting were approved as presented.

FIFTH ORDER OF BUSINESS **Acceeptance of Audit Committee's Recommendation, Approval of Audit Criteria and Authorization for Saff to Publish an RFP for Auditing Services**

On MOTION by Mr. Leone seconded by Mr. Green with all in favor the recommendation of the audit committee was accepted and staff was authorized to publish an RFP for audit services.

SIXTH ORDER OF BUSINESS **Ratification of Addendum with Integrated Access Solutions for Security Camera Installation Services Proposal**

On MOTION by Mr. Leone seconded by Mr. Green with all in favor the addendum to the agreement with Integrated Access Solutions was ratified.

SEVENTH ORDER OF BUSINESS **Consideration of Proposal from GMS for Field Management, Field Operations Management, Janitorial, Pool Maintenance, and Pool Chemicals for Fiscal Year 2027**

Mr. Laughlin reviewed the proposal from GMS for a full year of services.

On MOTION by Mr. Leone seconded by Mr. Allen with all in favor the proposal from GMS for field operations management, janitorial, pool maintenance and pool chemicals for fiscal year 2027 was approved.

EIGHTH ORDER OF BUSINESS **Consideration of Resolution 2026-04 Approving the Proposed Budget for Fiscal Year 2027 and Setting a Public Hearing Date for Adoption (July 14, 2026)**

Mr. Laughlin reviewed the proposed budget and stated the budget didn't increase by much but last year we had an $87,000 carry forward surplus that we are not going to have this year because we are fully functioning and using all the lines. Phases 1 and 2 are platted and on the tax bill and Phases 3 and 4 is administrative costs only and are direct billed. As they are added to the tax roll it will be spread throughout. We can reduce the supervisor fees from $12,000 to $6,000.

Mr. Haber stated if a board member wants to get paid the district has an obligation to pay them. It is an individual board member choice, not a choice that is controlled by an employer. That is a business decision the board needs to make understanding if you have the line item at zero, you would have to pull money from a different line item to make the payment.

The board and staff discussed adjustments to the following line items: legal, supervisor fees, legal advertising, operation and maintenance contingency, repair and maintenance, landscape contingency.

Mr. Laughlin stated we are approving the budget today at the high-water mark and can bring it down at the public hearing.

Mr. Leone stated let's approve the budget knowing we are going to scrub it between now and July. We will also have more data on the pool and operations.

Mr. Laughlin stated with the increase a letter will be sent to every resident letting them know about the public hearing at which time they can voice their opinion. We have a conference room at my office that we can reserve. I can check to see if that is available. If that is not available, we can do the second location.

> On MOTION by Mr. Leone seconded by Mr. Green with all in favor Resolution 2026-04 was approved as amended as to the location of the public hearing being, 1200 River Place Avenue and if that is not available, then Homesuites Hotel, 600 Park Street and authority for final approval was delegated to the chair when the location is determined.

NINTH ORDER OF BUSINESS **Consideration of Resolution 2026-05 Setting a Public Hearing Date to Adopt Revised Rules of Procedure**

Mr. Laughlin stated this date will also be July 14th.

Mr. Haber stated the rules of procedure is the operative document for the basic laws the district must follow and largely deals with the procurement of goods and services but also has some information about the way meetings need to be noticed, an agenda is created, certain roles played by different officers. Our office which represents CDDs all over the state monitors the legislative session and changes that are beneficial from our experience and puts out a new version of the rules every two to three years and recommends that the districts that we represent approve them to make sure they are consistent with Florida Law.

> On MOTION by Mr. Leone seconded by Mr. Holmes with all in favor Resolution 2026-05 was approved.

TENTH ORDER OF BUSINESS **Consideration of Resolution 2026-06 Setting a Landowners' Meeting and Election**

Mr. Laughlin stated Resolution 2026-06 sets the landowners meeting and election for November 3, 2026 at 10:30 a.m. It is a landowner meeting and we don't need quorum for this. We will send you proxies. You get one vote per lot or acre. Seat 1 is currently vacant, Seat 3 which is Matt's seat and seat 5 which is Justin's seat are up for election. At the landowner's election they can be voted back into those same seats.

> On MOTION by Mr. Leone seconded by Mr. Holmes with all in favor Resolution 2026-06 was approved.

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

1. Annual Form 1 Filing & Annual Ethics Training

Mr. Laughlin stated just a reminder of the annual form 1 filing due by July 1st, and your annual ethics training due by December 31st.

2. Report on Number of Registered Voters (75)

A copy of the letter from the supervisor of elections reporting 75 registered voters residing in the district was included in the agenda package.

Mr. Laughlin stated I have been working with Justin and Walt. The amenity enter construction is complete, the bond for that was issued at $1.3 million and over time it gained about $300,000 in interest. The full reimbursement has been put in for the amenity center and that has been wired to you. There is an excess of $300,000 and the recreation account was closed it was moved to the general construction account and I have been working with Justin to get the reimbursement for other items.

D. Operations & Amenities – Report

Ms. Mossing stated Kelly is on vacation and I'm filling in for her. She has been having issues with trespassing and since then Daniel has filed a trespassing authorization with JSO and hopefully those issues wind down. The pool is now being cleaned three times a week that starts mid-April to mid-September and then it goes back to twice a week. We have also posted QR codes in the restrooms since we are not there every day, residents can use the QR codes to report any issues such as vandalism, out of stock items and can contact Kelley with any other issues.

Mr. Laughlin stated last year I brought up lake maintenance that is something that we will eventually need to get on the books. The number in the budget is what was quoted last time. The board was waiting until there was more development. They are new ponds and won't have quite the issues that older ponds have with algae. I want to keep that on your radar. I have had emails from residents about construction trash getting onto the pond banks. I can get proposals for that for your July meeting.

TWELFTH ORDER OF BUSINESS Supervisors Requests

There being none, the next item followed.

THIRTEENTH ORDER OF BUSINESS Audience Comments

There being none, the next item followed.

FOURTEENTH ORDER OF BUSINESS Financial Statements as of March 31, 2026

A copy of the financials was included in the agenda package.

FIFTEENTH ORDER OF BUSINESS Check Register

On MOTION by Mr. Leone seconded by Mr. Allen with all in favor the check register was approved.

SIXTEENTH ORDER OF BUSINESS Next Meeting Scheduled – July 14, 2026 at 10:30 a.m.

Mr. Laughlin stated the next meeting is scheduled for July 14, 2026 at 11:00 a.m. with the location to be determined.

On MOTION by Mr. Leone seconded by Mr. Green with all in favor the meeting adjourned at 11:41 a.m.

_____ _____

Secretary/Assistant Secretary Chairman/Vice Chairman

FIFTH ORDER OF BUSINESS

Minutes of Meeting
Darby
Community Development District

The Darby Community Development District audit committee met Tuesday, May 12, 2026 at 11:06 a.m. at the offices of Corner Lot Development, 1000 Riverside Avenue, Suite 600, Jacksonville, Florida

Present and constituting a quorum were:

George Leone	Chairman
Andre Green	Supervisor
Matt Allen	Supervisor
Justin Holmes	Supervisor

Also present were:

Daniel Laughlin	District Manger
Wes Haber	District Counsel by telephone

Following is a summary of the actions taken at the May 12, 2026 audit committee meeting.

FIRST ORDER OF BUSINESS **Roll Call**

Mr. Laughlin called the audit committee meeting to order at 11:06 a.m. and called the roll.

SECOND ORDER OF BUSINESS **Review and Selection of Audit RFP Criteria**

Mr. Laughlin stated the audit criteria is: 20 points for ability to provide the required services, 20 points for ability of personnel, 20 points for proposer's experience, 20 points for understanding the scope of work, 20 points for ability to furnish the requested services and 20 points for price.

On MOTION by Mr. Leone seconded by Mr. Green with all in favor the audit criteria was approved.

THIRD ORDER OF BUSINESS **Other Business**

There being none,

On MOTION by Mr. Leone seconded by Mr. Green with all in favor the audit committee adjourned at 11:07 a.m.

SEVENTH ORDER OF BUSINESS

DARBY
COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2025

DARBY COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA

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INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Darby Community Development District
City of Jacksonville, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Darby Community Development District, City of Jacksonville, Florida ("District") as of and for the fiscal year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, and each major fund of the District as of September 30, 2025, and the respective changes in financial position, thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information Included in the Financial Report

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c), but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 16, 2026, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

June 16, 2026

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Darby Community Development District, City of Jacksonville, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2025. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities at the close of the most recent fiscal year resulting in a net position balance of $8,121,004.

- The change in the District's total net position in comparison with the prior fiscal year was $7,700,254, an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.

- At September 30, 2025, the District's governmental funds reported combined ending fund balances of $3,824,001, a decrease of ($5,706,960) in comparison with the prior fiscal year. The total fund balance is restricted for debt service and capital projects, assigned to subsequent year's expenditures, and the remainder is unassigned fund balance which is available for spending at the District's discretion.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by Developer revenues and assessments. The District does not have any business-type activities. The governmental activities of the District include the general government (management), and maintenance functions.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund and capital projects fund, all of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, assets exceeded liabilities at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

NET POSITION
SEPTEMBER 30,

	2025	2024
Current and other assets	$ 3,833,119	$ 9,541,870
Capital assets, net of depreciation	13,098,398	4,546,856
Total assets	16,931,517	14,088,726
Current liabilities	218,817	336,432
Long-term liabilities	8,591,696	13,331,544
Total liabilities	8,810,513	13,667,976
Net position		
Net investment in capital assets	6,134,090	(1,650,867)
Restricted	1,842,273	2,057,667
Unrestricted	144,641	13,950
Total net position	$ 8,121,004	$ 420,750

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure) less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position increased during the most recent fiscal year. The majority of the increase represents the extent to which ongoing program revenues exceeded the cost of operations.

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION
FOR THE FISCAL YEAR ENDED SEPTEMBER 30,

	2025	2024
Revenues:		
Program revenues		
Charges for services	$ 5,367,276	$ 1,117,712
Operating grants and contributions	83,614	103,659
Capital grants and contributions	2,996,119	226,857
General revenues		
Unrestricted investment earnings	1,335	-
Total revenues	8,448,344	1,448,228
Expenses:		
General government	85,068	61,451
Maintenance and operations	10,650	-
Interest	652,372	506,910
Bond issue costs	-	473,950
Total expenses	748,090	1,042,311
Change in net position	7,700,254	405,917
Net position - beginning	420,750	14,833
Net position - ending	$ 8,121,004	$ 420,750

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2025 was $748,090. The costs of the District's activities were primarily funded by program revenues. Program revenues, comprised primarily of assessments and Developer contributions, increased during the fiscal year. The majority of the increase in program revenues is the result of an increase in prepaid assessments received as well as the contribution of capital assets from the Developer during the current fiscal year. In total, expenses decreased from the prior year as a result of bond issue costs incurred in the prior year.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2025.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2025, the District had $13,098,398 invested in capital assets for its governmental activities. No depreciation has been taken in the current fiscal year as the District's infrastructure and other capital assets are under construction. More detailed information about the District's capital assets is presented in the notes of the financial statements.

Capital Debt

At September 30, 2025, the District had $8,640,000 Bonds outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

The District anticipates the continuation of the infrastructure improvement project for the subsequent fiscal year. In addition, it is anticipated that the general operations of the District will continue to increase.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Darby Community Development District's Finance Department at 475 West Town Place, Suite 114, St. Augustine, FL 32092.

DARBY COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2025

	Governmental Activities
ASSETS	
Cash	$ 64,268
Assessments receivable	157,923
Prepaid items	9,060
Restricted assets:	
Investments	3,601,868
Capital assets:	
Nondepreciable	13,098,398
Total assets	16,931,517
LIABILITIES	
Accounts payable	4,366
Unearned revenue	4,752
Accrued interest payable	209,699
Noncurrent liabilities:	
Due within one year	50,000
Due in more than one year	8,541,696
Total liabilities	8,810,513
NET POSITION	
Net investment in capital assets	6,134,090
Restricted for debt service	1,842,273
Unrestricted	144,641
Total net position	$ 8,121,004

See notes to the financial statements

DARBY COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

		Program Revenues			Net (Expense) Revenue and Changes in Net Position
Functions/Programs	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities
Primary government:					
Governmental activities:					
General government	$ 85,068	$ 85,068	$ -	$ -	$ -
Maintenance and operations	10,650	134,806	5,200	2,996,119	3,125,475
Interest on long-term debt	652,372	5,147,402	78,414	-	4,573,444
Total governmental activities	748,090	5,367,276	83,614	2,996,119	7,698,919

General revenues:	
Unrestricted investment earnings	1,335
Total general revenues	1,335
Change in net position	7,700,254
Net position - beginning	420,750
Net position - ending	$ 8,121,004

See notes to the financial statements

DARBY COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2025

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
ASSETS				
Cash	$ 64,268	$ -	$ -	$ 64,268
Investments	49,557	1,924,923	1,627,388	3,601,868
Assessments receivable	14,897	143,026	-	157,923
Due from other funds	13,021	-	-	13,021
Prepaid items and deposits	9,060	-	-	9,060
Total assets	$ 150,803	$ 2,067,949	$ 1,627,388	$ 3,846,140
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	$ 4,366	$ -	$ -	$ 4,366
Unearned revenue	1,796	2,956	-	4,752
Due to other funds	-	13,021	-	13,021
Total liabilities	6,162	15,977	-	22,139
Fund balances:				
Nonspendable:				
Prepaid items	9,060	-	-	9,060
Restricted for:				
Debt service	-	2,051,972	-	2,051,972
Capital projects	-	-	1,627,388	1,627,388
Assigned to:				
Subsequent year's expenditures	87,636	-	-	87,636
Unassigned:	47,945	-	-	47,945
Total fund balances	144,641	2,051,972	1,627,388	3,824,001
Total liabilities and fund balances	$ 150,803	$ 2,067,949	$ 1,627,388	$ 3,846,140

See notes to the financial statements

DARBY COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2025

Total fund balances - governmental funds		$ 3,824,001
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.		
Cost of capital assets	13,098,398	
Accumulated depreciation	-	13,098,398
Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.		
Accrued interest payable	(209,699)	
Bonds payable	(8,591,696)	(8,801,395)
Net position of governmental activities		$ 8,121,004

See notes to the financial statements

DARBY COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
REVENUES				
Assessments	$ 219,874	$ 5,147,402	$ -	$ 5,367,276
Developer contributions	5,200	-	2,797,105	2,802,305
Interest income	1,335	78,414	199,014	278,763
Total revenues	226,409	5,225,816	2,996,119	8,448,344
EXPENDITURES				
Current:				
General government	85,068	-	-	85,068
Maintenance and operations	10,650	-	-	10,650
Debt Service:				
Principal	-	4,745,000	-	4,745,000
Interest	-	763,044	-	763,044
Capital outlay	-	-	8,551,542	8,551,542
Total expenditures	95,718	5,508,044	8,551,542	14,155,304
Excess (deficiency) of revenues over (under) expenditures	130,691	(282,228)	(5,555,423)	(5,706,960)
OTHER FINANCING SOURCES (USES)				
Transfers in/out	-	(48,990)	48,990	-
Total other financing sources (uses)	-	(48,990)	48,990	-
Net change in fund balances	130,691	(331,218)	(5,506,433)	(5,706,960)
Fund balances - beginning	13,950	2,383,190	7,133,821	9,530,961
Fund balances - ending	$ 144,641	$ 2,051,972	$ 1,627,388	$ 3,824,001

See notes to the financial statements

DARBY COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

Net change in fund balances - total governmental funds	$ (5,706,960)
Amounts reported for governmental activities in the statement of activities are different because:	
The change in accrued interest on long-term liabilities between the current and prior fiscal years is recorded in the statement of activities, but not in the governmental fund financial statements.	115,824
Repayment of long-term liabilities are reported as expenditures in the governmental fund statement but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities.	4,745,000
Amortization of Bond discounts/premiums is not recognized in the governmental fund financial statements, but is reported as an expense in the statement of activities.	(5,152)
Governmental funds report capital outlays as expenditures, however, the cost of capital assets is eliminated in the statement of activities and capitalized in the statement of net position.	8,551,542
Change in net position of governmental activities	$ 7,700,254

See notes to the financial statements

DARBY COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA
NOTES TO FINANCIAL STATEMENTS

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Darby Community Development District ("District") was created on June 16, 2023 by Ordinance No. 2023-301-E of the City of Jacksonville, Florida, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected by the owners of the property within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes. Certain Board members are affiliated with the Developer.

The Board has the responsibility for:
1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements
The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include: 1) charges to customers who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; operating-type special assessments for maintenance and debt service are treated as charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments

Assessments are non-ad valorem assessments on benefited property within the District. Operating and maintenance assessments are based upon the adopted budget and levied annually at a public hearing of the District. Debt service assessments are levied when Bonds are issued and assessed and collected on an annual basis. The District may collect assessments directly or utilize the uniform method of collection under Florida Statutes. Direct collected assessments are due as determined by annual assessment resolution adopted by the Board of Supervisors. Assessments collected under the uniform method are mailed by the County Tax Collector on November 1 and due on or before March 31 of each year. Property owners may prepay a portion or all of the debt service assessments on their property subject to various provisions in the Bond documents.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

Capital Projects Fund

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity

Restricted Assets
These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

Deposits and Investments
The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
c) Interest bearing time deposits or savings accounts in qualified public depositories;
d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Prepaid Items
Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets
Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the governmental activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than $5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

No depreciation has been taken in the current fiscal year as the District's infrastructure and other capital assets are under construction.

Unearned Revenue
Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Long-Term Obligations
In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized ratably over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources
In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Fund Equity/Net Position
In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Other Disclosures

Use of Estimates
The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
b) A Public hearing is conducted to obtain public comments.
c) Prior to October 1, the budget is legally adopted by the District Board.
d) All budget changes must be approved by the District Board.
e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits
The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

Investments
The District's investments were held as follows at September 30, 2025:

	Amortized Cost	Credit Risk	Maturities
US Bank Money Market	$ 3,601,868	N/A	N/A
Total Investments	$ 3,601,868		

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk – The District places no limit on the amount the District may invest in any one issuer.

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

Interest rate risk – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

However, the Bond Indenture limits the type of investments held using unspent proceeds.

Fair Value Measurement – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1: Investments* whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.

NOTE 5 – INTERFUND RECEIVABLES, PAYABLES AND TRANSFERS

Interfund receivables and payables at September 30, 2025 were as follows:

Fund	Receivable	Payable
General	$ 13,021	$ -
Debt service	-	13,021
Total	$ 13,021	$ 13,021

The outstanding balances between funds result primarily from the time lag between the dates that transactions are recorded in the accounting system and payments between funds are made. In the case of the District, the balances between the general fund and the debt service fund relate to assessments collected in the debt service fund that have not yet been transferred to the general fund.

Interfund transfers for the fiscal year ended September 30, 2025 were as follows:

Fund	Transfer in	Transfer out
Debt service	$ -	$ 48,990
Capital projects	48,990	-
Total	$ 48,990	$ 48,990

Transfers are used to move revenues from the fund where collection occurs to the fund where funds have been reallocated for use. In the case of the District, transfers from the debt service fund to the capital projects fund were made in accordance with the Bond Indentures.

NOTE 6 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2025 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
Governmental activities				
Capital assets, not being depreciated				
Construction in progress	$ 4,546,856	$ 8,551,542	$ -	$ 13,098,398
Total capital assets, not being depreciated	4,546,856	8,551,542	-	13,098,398
Governmental activities capital assets	$ 4,546,856	$ 8,551,542	$ -	$ 13,098,398

The infrastructure intended to serve the District has been estimated at a total cost of approximately $42,000,000 and will be developed in phases. A portion of the project costs was expected to be financed with the proceeds from the issuance of Bonds with the remainder to be funded by the Developer and conveyed to the District. Upon completion, certain improvements are to be conveyed to others for ownership and maintenance responsibilities.

During the current year, the District paid the Developer a total of $5,754,437 for the acquisition of infrastructure improvements at a total value of $8,551,542, recognizing a Developer contribution for the difference of $2,797,105.

NOTE 7 – LONG-TERM LIABILITIES

Series 2024

In January 2024, the District issued $3,620,000 of Special Assessment Revenue Bonds, Series 2024 A-1 and $9,765,000 of Special Assessment Revenue Bonds, Series 2024 A-2. The Series 2024 A-1 Bonds are comprised of various Term Bonds with due dates from May 1, 2031 to May 1, 2054 and fixed interest rates ranging from 4.8% to 6%. The Series 2024 A-2 Bonds are due on May 1, 2035 and have a fixed interest rate of 5.875%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2025 through May 1, 2054.

The Series 2024 A-1 and A-2 Bonds are subject to redemption at the option of the District prior to their maturity. The Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture. This occurred during the current fiscal year as the District collected assessments from lot closings and prepaid $4,695,000 of the Series 2024 A-2 Bonds. See Note 12 - Subsequent Events for call amounts subsequent to the fiscal year end.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. Upon satisfaction of certain conditions, a portion of the original reserve requirements will be released to the Developer for construction costs paid on behalf of the District; this did not occur during the current fiscal year. The District was in compliance with the requirements at September 30, 2025.

NOTE 7 – LONG-TERM LIABILITIES (Continued)

Long-term Debt Activity

Changes in long-term liability activity for the fiscal year ended September 30, 2025 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities					
Series 2024 A-1	$ 3,620,000	$ -	$ 50,000	$ 3,570,000	$ 50,000
Less: Original issue discount	(7,886)	-	(269)	(7,617)	-
Series 2024 A-2	9,765,000	-	4,695,000	5,070,000	-
Less: Original issue discount	(45,570)	-	(4,883)	(40,687)	-
Total	$ 13,331,544	$ -	$ 4,739,848	$ 8,591,696	$ 50,000

At September 30, 2025, the scheduled debt service requirements on the long-term debt were as follows:

	Governmental Activities		
Year ending September 30:	Principal	Interest	Total
2026	$ 50,000	$ 503,278	$ 553,278
2027	55,000	478,240	533,240
2028	55,000	451,786	506,786
2029	60,000	423,862	483,862
2030	65,000	393,934	458,934
2031-2035	5,440,000	1,452,616	6,892,616
2036-2040	485,000	805,124	1,290,124
2041-2045	645,000	651,282	1,296,282
2046-2050	875,000	436,500	1,311,500
2051-2054	910,000	141,000	1,051,000
	$ 8,640,000	$ 5,737,622	$ 14,377,622

NOTE 8 – DEVELOPER TRANSACTIONS

The Developer has agreed to fund the general operations of the District. In connection with that agreement, Developer contributions to the general fund and the capital projects fund were $5,200 and $2,797,105, respectively.

NOTE 9 – CONCENTRATION

The District's activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations.

NOTE 10 – MANAGEMENT COMPANY

The District has contracted with a management company to perform management services, which include financial and accounting services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

NOTE 11 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims since inception of the District.

NOTE 12 – SUBSEQUENT EVENTS

Bond Payments

Subsequent to fiscal year end, the District prepaid a total of $2,685,000 of the Series 2024 A-2 Bonds. The prepayments were considered extraordinary mandatory redemptions as outlined in the Bond Indenture.

DARBY COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

	Budgeted Amounts Original & Final	Actual Amounts	Variance with Final Budget - Positive (Negative)
REVENUES			
Assessments	$ 219,875	$ 219,874	$ (1)
Developer contributions	113,278	5,200	(108,078)
Interest income	-	1,335	1,335
Total revenues	333,153	226,409	(106,744)
EXPENDITURES			
Current:			
General government	140,373	85,068	55,305
Maintenance and operations	131,000	10,650	120,350
Amenity center	61,780	-	61,780
Total expenditures	333,153	95,718	237,435
Excess (deficiency) of revenues over (under) expenditures	$ -	130,691	$ 130,691
Fund balance - beginning		13,950	
Fund balance - ending		$ 144,641	

See notes to required supplementary information

DARBY COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2025.

DARBY COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA
OTHER INFORMATION – DATA ELEMENTS
REQUIRED BY FL STATUTE 218.39(3)(C)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025
UNAUDITED

Element	Comments
Number of District employees compensated in the last pay period of the District's fiscal year being reported.	0
Number of independent contractors compensated to whom nonemployee compensation was paid in the last month of the District's fiscal year being reported.	3
Employee compensation	$0
Independent contractor compensation	$106,790.63
Construction projects to begin on or after October 1; ($65K)	$4,546,856
Budget variance report	See the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund
Ad Valorem taxes;	Not applicable
Non ad valorem special assessments;	Not applicable
Special assessment rate	Operations and maintenance - $448.99 Debt service - $738.91 - $1,477.83
Special assessments collected	$5,367,276
Outstanding Bonds:	
Series 2024 A-1	$3,570,000
Series 2024 A-2	$5,070,000

Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Supervisors
Darby Community Development District
City of Jacksonville, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, and each major fund of Darby Community Development District, City of Jacksonville, Florida ("District") as of and for the fiscal year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated June 16, 2026.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

June 16, 2026

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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

To the Board of Supervisors
Darby Community Development District
City of Jacksonville, Florida

We have examined Darby Community Development District, City of Jacksonville, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2025. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2025.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Darby Community Development District, City of Jacksonville, Florida and is not intended to be and should not be used by anyone other than these specified parties.

June 16, 2026

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MANAGEMENT LETTER PURSUANT TO THE RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

To the Board of Supervisors
Darby Community Development District
City of Jacksonville, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Darby Community Development District, City of Jacksonville, Florida ("District") as of and for the fiscal year ended September 30, 2025, and have issued our report thereon dated June 16, 2026.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in G*overnment Auditing Standards,* issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards;* and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 16, 2026, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General of the state of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

I. Current year findings and recommendations.
II. Status of prior year findings and recommendations.
III. Compliance with the Provisions of the Auditor General of the State of Florida.

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Darby Community Development District, City of Jacksonville, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Darby Community Development District, City of Jacksonville, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

June 16, 2026

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS

None

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

   There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2024.

2. Any recommendations to improve the local governmental entity's financial management.

   There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2025.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

   There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2025.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.

5. The District has not met any of the financial emergency conditions described in Section 218.503(1), Florida Statutes.

6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2025. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 24.

EIGHTH ORDER OF BUSINESS

AGREEMENT BETWEEN
DARBY COMMUNITY DEVELOPMENT DISTRICT
AND
GOVERNMENTAL MANAGEMENT SERVICES, L.L.C.,
FOR
FACILITY MANAGEMENT, FIELD OPERATIONS MANAGEMENT, JANITORIAL, POOL MAINTENANCE, AND POOL CHEMICALS SERVICES

This Agreement ("Agreement") is made and entered into on July 14th, 2026 ("Execution Date"), to be effective as of October 1st, 2026 ("Effective Date"), by and between:

DARBY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Duval County, Florida, whose address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("District"), and

GOVERNMENTAL MANAGEMENT SERVICES, L.L.C., a Florida limited liability company, whose address is 475 West Town Place, Suite 114, St. Augustine, FL 32092 ("Contractor" and, together with the District, the "Parties").

RECITALS

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

WHEREAS, the District has constructed an amenity center that includes a swimming pool, community center, and other recreation facilities (collectively, the "Amenities"), as well as landscape and irrigation improvements, lake embankments, entrance areas, and other common areas (collectively, the "Facilities"); and

WHEREAS, the District intends to provide for the operation, management, and maintenance of the Amenities and the Facilities; and

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

WHEREAS, the District desires to enter into a contractual relationship with Contractor to operate, manage, and maintain the Amenities and the Facilities and to provide other services as described in this Agreement and the Scope of Services attached hereto as **Exhibit A** and incorporated herein by reference (collectively, the "Services").

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

2. ENGAGEMENT OF SERVICES. The District agrees to engage Contractor to provide the Services. This Agreement grants to Contractor the right to enter and use the Amenities and the Facilities for the purposes and uses described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations while performing its obligations under this Agreement including that Contractor will not take a tax position inconsistent with it being a manager and not owner of the Amenities and Facilities.

3. DESCRIPTION OF SERVICES. Contractor shall perform the duties described by **Exhibit A** attached hereto, and as more particularly stated herein. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities under this Agreement are fulfilled. Contractor shall ensure responsible and proper staffing levels needed to satisfy the terms of this Agreement. To the extent the terms of this Agreement and **Exhibit A** conflict, this Agreement shall control.

4. COMPENSATION. The Agreement shall be for a one-year period, renewable or terminable pursuant to the provisions herein. Contractor shall be compensated for providing the Services described in Section 3 of this Agreement.

A. Fees and Expenses:

i. The District shall pay the Contractor the following annual fees for the Services in accordance with **Exhibit A**, payable in equal monthly installments:

- Facility Management Services: Ten Thousand Seven Hundred Dollars and No Cents ($10,700.00) per year.
- Field Operations Management Services: Twelve Thousand Eight Hundred Forty Dollars and No Cents ($12,840.00) per year.
- Janitorial Services: Five Thousand Three Hundred Fifty Dollars and No Cents ($5,350.00) per year.
- Pool Maintenance Services: Nine Thousand Nine Hundred Dollars and No Cents ($9,900.00) per year.
- Pool Chemicals: Five Thousand Three Hundred Fifty Dollars and No Cents ($5,350.00) per year.

The total annual fee for the foregoing Services is Forty-Four Thousand One Hundred Forty Dollars and No Cents ($44,140.00), which shall be invoiced and paid in equal monthly installments during the Fiscal Year.

Janitorial Supplies shall be billed as incurred; however, such expenses shall not exceed One Thousand Dollars and No Cents ($1,000.00) annually without prior written approval from the District.

ii. Facility Maintenance and Repair Services, including general maintenance services and pressure washing services, shall be compensated at the hourly rates set forth in Exhibit A, plus reimbursable expenses, and shall be invoiced monthly in arrears. General maintenance services shall be invoiced at Forty-Five Dollars and No Cents ($45.00) per hour, and pressure washing services shall be invoiced at Fifty-Five Dollars and No Cents ($55.00) per hour, together with any approved reimbursable expenses.

iii. Out-of-pocket reimbursable expenses incurred by the Contractor in the performance of the Services shall be billed at the Contractor's standard rate or at cost, as indicated in **Exhibit A**, and itemized on the Contractor's monthly invoice to the District.

iv. Unless otherwise specified by this Agreement, the Contractor will invoice the District for the Services as soon as may be practicable in advance of each month. The fees for those services which are not being requested at the time this Agreement is approved will be provided to the District at such time as those services are required and requested by vote of the Board of Supervisors. All invoices shall be due and payable by the District within forty-five (45) days from the date of receipt of a correctly submitted invoice or as otherwise provided by the Prompt Payment Act, Chapter 218.70, Florida Statutes. Invoices not paid within forty-five (45) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.

v. Fees for the Services may be negotiated annually by the Parties. Any amendment to Service fees must comply with the amendment procedure in this Agreement.

vi. In the event the District authorizes a requested change in the scope of Services, Contractor shall submit, in writing to the District, a request for a fee amendment corresponding to the change in Services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Agreement. Such amendment must be validly executed by the Parties before Contractor is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.

B. Services will be billed monthly pursuant to the fee schedule shown in **Exhibit A.** Additional work or services, as such terms are used in Section 5.C, will either be billed monthly at the Contractor's proposed hourly rate or per occurrence both as authorized by the District and negotiated by the Parties.

C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workers' Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. Should the District desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services

based upon a payment amount acceptable to the Parties and agreed to in writing.

E. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within forty-five (45) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

F. In the event there is a dispute regarding payment or Services, the District reserves the right to hold the portion of the payment in dispute, pending expeditious negotiation and resolution of the dispute in good faith by the Parties.

5. GENERAL PROVISIONS.

A. The Services provided by Contractor shall be as provided for in **Exhibit A** and as set forth in this Agreement.

B. Contractor agrees that this Agreement expressly prohibits non-compete provisions. Should the District elect to suspend any service hereunder, or terminate the Agreement in whole or part, the District shall not be prohibited from directly or indirectly employing or contracting any individual employed by the Contractor under this Agreement. Contractor may prohibit its employees from soliciting work with other competitors or vendors that are not the District in its discretion.

C. The District may elect to add additional services to this Agreement upon mutual agreement by the Parties, as confirmed in a written addendum hereto. The District may discontinue all of the Services provided for herein pursuant to the termination provisions set forth herein or discontinue the provision of a portion of the services described herein immediately for cause or upon thirty (30) days written notice without cause, specifying the department or position(s) discontinued, in the Districts sole and absolute discretion. Any addendums to this agreement will not take effect unless the parties receive an opinion from bond counsel that the changes made thereby do not adversely affect the exclusion from gross income of interest on the bonds financing the managed property.

D. At all times during operation of the Facilities and Amenities, Contractor shall ensure responsible and proper staffing levels that meet the provisions of law and best practices. The needs of other properties shall not trump the responsible staffing for provision of the Services required under this Agreement. Contractor shall not utilize employees hired by Contractor to staff District Facilities and Amenities at other Contractor properties without the express approval of the District, through its District Manager. Contractor shall not use District employees, if any, District property or any District hardware/facility for any other work not related directly to the District, including any other off-site properties or in support of other Contractor-related businesses.

E. In consideration for the District's ability to elect to make any position, department or portion of this Agreement staffed by District employee(s) or an unaffiliated third-party contractor other than Contractor, Contractor shall not be entitled to any compensation in consideration for such election by the District.

F. All Contractor employees or subcontractors shall either be employees hired directly by the Contractor, or sub-contractors who are hired and compensated by the Contractor (1099 individuals).

G. Contractor is an independent contractor. Contractor shall have sole authority as an independent Contractor in dealing with its employees and shall be solely responsible for all necessary insurance payments (including workers' compensation, as required by Florida law), payroll taxes and other deductions, and the provision of various benefits to its staff. Contractor shall be liable for the performance, or lack thereof, of employees of the District, of Contractor's employees and contractors, licensees, lessees and vendors that are within the Contractor's control. Contractor shall solely be responsible for oversight, control, direction and management of all personnel providing services of functions at the District and shall defend, hold the District harmless and indemnify the District against any employment or other related claims arising from the same. This provision is meant to be exhaustive such that any claims related to the provision of the Services arise, Contractor shall defend, hold the District harmless and indemnify the District and Contractor has been paid for the Services in consideration of the Services and the indemnification provisions provided for in this Agreement.

H. Contractor shall promptly respond to any and all emergencies or problems related to the Amenities and/or the Facilities and shall report to the District all known problems related to the Amenities and/or the Facilities.

I. All purchases made by any of the positions paid for pursuant to the Agreement or any Addendum will be in accordance with and subject to the District's procurement and purchasing policies, Rules of Procedure and subject to all requirements for District procurement and purchases imposed by Florida law. The District will be responsible for all operating expenses pertaining to the day-to-day operation that will be reasonably necessary for a public purpose of the District. These will include, but not be limited to, the following: District telephone services, utilities, operating supplies, uniforms to the extent not provided for by Contractor as set forth herein, travel expenses for District employees consistent with the District's reimbursement policies, and other related expenses to District specific operations not a part of the responsibilities of Contractor. No expenditure in excess of the amount budgeted for such may be made without prior Board approval except in the event of an emergency, in which case the Contractor shall report such expenditure and the reason for the emergency expense to the District Manager as soon as possible, but in no event later than seventy-two (72) hours.

J. Costs incurred by Contractor due to emergencies or at the written direction of the District shall be reimbursed to Contractor at cost. Such reimbursements shall be

paid only in accordance with receipts for such costs provided to the District by Contractor. The Contractor shall to the best of its ability, avoid paying directly for items and seeking reimbursements, as the District provides a credit card for expenditures and has several accounts open for purchases.

K. Contractor shall require all applicable registration forms and waivers to be executed by any Patrons of the District (as defined in the *Policies Regarding Use of the District*'s *Amenities*) prior to use of the Amenities and/or Facilities.

L. The Parties agree that the Amenities and Facilities shall be operated and maintained for a public purpose, and that any monies generated from the operation of the Amenities or Facilities shall be remitted to the District and used to defray the public expense associated with operating and maintaining the Facilities consistent with the terms of this Agreement. The Contractor shall operate in a way that maintains the District's tax-exempt status.

M. Contractor shall be responsible for tracking resident complaints and report to the District monthly on timeline and response to each complaint.

6. CARE OF THE PROPERTY. Contractor shall use all due care to protect the property of the District, its Patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to diligently commence repair of any damage resulting from the Services within twenty-four (24) hours. Any such repairs caused by Contractor shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.

7. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. In providing the Services, Contractor shall use approved and effective chemicals and cleaning agents in strict compliance with state and federal environmental guidelines. Further, Contractor shall take any action necessary to promptly comply with any and all orders or requirements affecting the Amenities and/or the Facilities placed thereon by any governmental authority having jurisdiction. However, Contractor shall not take any action under this paragraph if the District is contesting or has affirmed its intention to contest any such order or requirement. Contractor shall promptly and in no event within more than seventy-two (72) hours notify the District in writing of all such orders or requirements.

8. INVESTIGATION AND REPORT OF ACCIDENTS/CLAIMS. Contractor shall promptly and in no event more than 48 hours provide a written report as to all accidents, injuries or claims for damage relating to the Amenities and/or the Facilities or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith, unless the Board expressly directs Contractor otherwise, in writing. The District may adopt policies requiring more stringent reporting requirements of Contractor, which later adopted policies shall control; this paragraph is intended to set forth minimum standards.

9. TERMINATION. The District shall have the right to terminate this Agreement at any time upon written notice, due to Contractor's failure to perform in accordance with the terms of this Agreement or upon sixty (60) days' written notice without cause. Contractor shall have the right to terminate this Agreement upon sixty (60) days' written notice to the District with or without cause. In the event either party terminates this Agreement, Contractor agrees to accept the balance due and owing to it at the effective date of termination for the work performed up to that

date, subject to any offsets the District may have against Contractor. Upon termination, the Parties shall account to each other with respect to all matters outstanding as of the date of termination.

Upon termination of this Agreement, the Contractor shall also, as soon as practicable, but in no event later than the effective date of termination or such other date as may be set forth below:

A. deliver to the District all materials, equipment, tools and supplies, keys, contracts and documents relating to the Amenities and/or the Facilities, the District operations, and such other accountings, papers, and records as the District shall request and are in the Contractor's possession or under the Contractor's reasonable direct control pertaining to the Amenities and/or Facilities;

B. vacate any portion of the Amenities and/or Facilities then accessed by the Contractor as a consequence of this Agreement; and

C. furnish all such information and take all such action as the District shall reasonably require in order to effect an orderly and systematic ending of the Contractor's duties and activities hereunder. Within ten (10) days after the effective date of any such termination, the Contractor shall deliver to the District any written reports required hereunder for any period not covered by prior reports at the time of termination.

10. INSURANCE.

A. Contractor shall maintain throughout the term of this Agreement, at a minimum, the following insurance, the certificates are attached as **Exhibit D**:

i. Workers Compensation - statutory limits

ii. General liability insurance with the following limits:

$2,000,000	General Aggregate
$1,000,000	Products/Completed Operations
$1,000,000	Personal & Advertising Injury
$1,000,000	Each Occurrence

iii. Comprehensive automobile liability insurance for all vehicles used by the Contractor or General Manager with respect to the operation of the Facilities whether non-owned or hired, with a combined single limit of $1,000,000.

iv. Excess (Umbrella) liability policy in excess of the limits set forth in the provisions above, in the amount of $1,000,000.

B. Insurance obtained by Contractor shall be primary and noncontributory with respect to insurance outlined above. All such policies shall be issued by insurance companies licensed to do business in the state of Florida. The District, its Board members, the District Manager, District Counsel, and District Engineer, officers, supervisors and employees shall be listed as additional insureds on each such policy, and no policy may be canceled during the term of this Agreement without at least thirty (30) days written notice to the District. An insurance certificate evidencing compliance with this paragraph shall be sent to the District prior to the commencement of any performance under this Agreement. No policy may be

canceled during the term of this Agreement.

11. INDEMNIFICATION.

A. Contractor Indemnification. The Contractor agrees to defend, indemnify, and hold harmless the District and its officers, supervisors, staff agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.

B. District Indemnification. To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), except to the extent caused by the negligence, reckless, and/or willful misconduct of the Contractor, the District agrees to indemnify, defend, and hold harmless the Contractor and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Contractor may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Contractor may be entitled and shall continue after the Contractor has ceased to be engaged under this Agreement. In addition to any other conditions and/or limitations set forth herein, the District shall be obligated to indemnify Contractor only if such indemnification obligation is covered by the District's insurance.

C. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

D. For purposes of this Section, "acts or omissions" on the part of Contractor's officers, directors, agents, assigns, invitees, contractors, subcontractors or employees includes, but is not limited to, the operation and management of the Amenities and Amenity Center in a manner that would require a permit, license, certification, consent, or other approval from any governmental agency which has jurisdiction

over the operation and management of the Amenities and Amenity Center, unless such permit, license, certification, consent, or other approval is first obtained or the Board has expressly directed Contractor in writing not to obtain such permit, license, certification, consent, or other approval.

E. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

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

13. ENFORCEMENT OF AGREEMENT. In the event that either the District or Contractor is required to enforce this 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, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings. The provisions of this Section 13 shall survive termination of this Agreement.

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

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

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

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

A. If to District:

Darby Community Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager
Daniel Laughlin
DLaughlin@gmsnf.com

	With a copy to:	Kutak Rock LLP 107 West College Avenue Tallahassee, Florida 32301 Attn: District Counsel Wesley Haber Wesley.Haber@kutakrock.com
B.	**If to the Contractor:**	Governmental Management Services, L.L.C. 475 West Town Place, Suite 114, St. Augustine, Florida 32092 Attn: President, Darrin Mossing DMossing@gmstnn.com
	With a copy to:	Governmental Management Services, L.L.C. 475 West Town Place, Suite 114, St. Augustine, Florida 32092 Attn: Chief Operating Officer, Keith Nelson KNelson@gmsnf.com
	And:	Governmental Management Services, L.L.C. 475 West Town Place, Suite 114, St. Augustine, Florida 32092 Attn: Director of Amenity Management, Alison Mossing AMossing@gmstnn.com
	And:	Governmental Management Services, L.L.C. 699 North Federal Highway, Suite 300 Fort Lauderdale, FL 33304 Attn: Kurt Zimmerman, Registered Agent Kurt@zimmermanlaw.com

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 Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

18. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto, and no right or cause of action shall accrue upon or by reason of or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or

implied is intended or shall be construed to confer upon any person or corporation or other entity other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.

19. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval shall be void.

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

21. EFFECTIVE DATE. This Agreement shall be effective as of the execution by the Parties hereto and extend through September 30, 2027.

22. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited to, Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is **Governmental Management Services, L.L.C.** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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

23. 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.

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

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

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

27. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, Florida Statutes, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

28. COMPLIANCE WITH E-VERIFY. Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

Term. The term of this Agreement shall be from the Execution Date, through September 30, 2027, unless terminated earlier by either party in accordance with the provisions of this Agreement. This Agreement shall automatically renew for additional one-year terms, unless terminated pursuant to its terms. The Contractor acknowledges that the prices of this Agreement are firm, and that the Contractor may change the prices only with the District's written consent, as evidenced by a vote of the District's Board of Supervisors. The District will consider price adjustments each twelve (12) month period to compensate for market conditions and the planned workload of the District to be performed during the next twelve (12) month period. Evidence of price or fee adjustments will be approved by the Board in its adopted or amended Fiscal Year Budget.

30. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*. If applicable, the Contractor

agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes.*

31. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("**Public Integrity Laws**") apply to this Agreement:

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

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

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

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

32. ANTI-HUMAN TRAFFICKING REQUIREMENTS. Contractor certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in section 787.06, *Florida Statutes*. Contractor agrees to execute an affidavit, attached hereto as **Exhibit E** and incorporated herein, in compliance with section 787.06(13), *Florida Statutes*.

[SIGNATURE PAGE FOLLOWS]

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

DARBY COMMUNITY DEVELOPMENT DISTRICT

By: _____

Print: _____

Its: _____
Chairperson/Vice Chairperson,
Board of Supervisors

GOVERNMENTAL MANAGEMENT SERVICES, L.L.C.

By: _____

Print: _____

Its: _____

Exhibit A: Scope of Services
Exhibit B: Fee Schedule
Exhibit C: Proposal
Exhibit D: Certificates Of Insurance
Exhibit E: Anti-Human Trafficking Affidavit

Exhibit A
Scope of Services

STANDARD ON-GOING SERVICES ("SERVICES"): These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the Amenity Center management.

Description of Services
Facility Management: Services provided two (2) days per week to include: • Greet residents entering the Amenity Center and address questions/concerns in a professional manner • Must be familiar with and enforce Amenity Center rules and policies, including age verification for gym and pool usage • Issue access cards to eligible residents after providing address verification and photo ID • Manage the facility rental process by handling resident inquiries, maintaining schedule and collecting deposit and rental payment • Communicate updates to residents via email blast and bulletin boards • Conduct hourly rounds of the Amenity Center and pool deck to monitor usage, cleanliness and report any issues to the Field Operations Manager and/or District Manager • Plan and execute special events • Check pool chemicals daily and add to pool maintenance log • Coordinate and meet vendors on site for services • Attend monthly Board of Supervisors meetings and prepare Operations Reports for the agenda • Various other tasks assigned by management
Field Operations Management: Services provided one (1) day per week to include: • Provide oversight of the landscape maintenance contractor • Provide oversight of the lake maintenance contractor • Provide oversight of all other maintenance contractors such as security, outside pest control, tree services, sidewalk repairs, road maintenance, FPL, site inspections, etc. • Periodically inspect lakes, and structures for needed maintenance, issues, and repairs. • Maintain and monitor the field operations Board of Supervisors adopted annual budget.

Description of Services
• Conduct onsite meetings with CDD service providers. • Monitor all CDD field-related utility accounts. • Provide Operations Memorandum for field-related activity to Board of Supervisors monthly agenda package one week before scheduled CDD meeting. • Attend all District Board of Supervisor meetings with representation of CDD management activities. • Receive and respond to resident emails, and phone calls about CDD property-related issues. • Prepare an Emergency Action Plan for significant weather events. • Oversee & assist maintenance personnel with CDD projects on site • Provide oversight, proposals if needed of future capital projects. • Maintain all the entry monuments and CDD signage, including outside contracting for repairs and pressure-washing as needed. • Inspect & maintain all sunshade structures & sails, including outside contracting for repairs & pressure washing as needed. • Perform lighting inspections for all district-owned interior and exterior lighting. • Monitor all gates and doors for proper operating conditions. • Monitor the pool decks, and outdoor pool furniture, obtain proposals for services and repair as needed. • Maintain an aesthetically pleasing CDD community as possible within budget & approvals.
Janitorial: Services provided two (2) days per week to include: • Clean and sanitize all restroom sinks and mirrors • Clean and sanitize all restroom toilets • Sweep and mop all restrooms as needed • Restock all paper products, including toilet paper and paper towels • Restock all soap dispensers • Empty and replace liners in all garbage cans • Police pool deck for trash • Wipe down all tables and pool furniture • Clean and sanitize any water fountains • Janitorial supplies will be purchased as needed.

Description of Services
Pool Maintenance: Services shall be performed three (3) days per week between April 15th and September 15th and two (2) days per week between September 16th and April 14th. • Check water quality and fill out log sheet as required by FL Code Chapter 64E • Manually skim, brush, vacuum and clean tile as necessary • Conduct tests for free available chlorine, combined chlorine, pH, acid demand, base demand, total alkalinity, calcium hardness, cyanuric acid and temperature as needed to maintain water quality levels within requirements of Chapter 64 E99.004(d) maintain saturation index within +0.3 to -0.3 for proper water balance • Operate filtration and recirculation system, cleaning when necessary • Maintain pool at proper water level • Check all valves for leaks, all bolts for snug fit, respond to variations in the sounds of electric motors, check GFCI for proper operation, clean strainers, maintain proper flow rates, and keep equipment in clean condition • All pool chemicals to perform the standard maintenance shall be included in the monthly billing for chemicals   o Any chemicals required for special treatment of stains, metals sequestering, foam removal, phosphate and nitrate removal, mustard and black algae treatment and super chlorination shall be used as needed and billed separately.
General Provisions: • Contractor shall provide, at no charge to the District, company uniforms to all personnel providing these services. • Costs incurred by Contract due to maintenance-related requests, emergencies or unscheduled visits (i.e. vandalism, acts of God, etc.) shall be invoiced at the approved hourly rate, plus any materials, and travel reimbursement. Minimum of one (1) hour charge. • Reasonable reimbursement for the expense of copies, office supplies, travel, etc. • All supplies and materials needed for maintenance within the District shall be paid for by the District.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Exhibit B
Fee Schedule

STANDARD ON-GOING SERVICES ("SERVICES"): These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the Amenity Center management.

1. **AMENITY MANAGEMENT SERVICES:**

Service Descriptions & Fee Schedule *	Fiscal Year 2027 Fees
Facility Management: • The Facility Manager is an onsite part-time position. o Two Days per Week On Site • Annual Fee paid in equal monthly payments.	**$10,700**
Field Operations Management: • The Field Operations Manager is an onsite part-time position. • Monthly On-Site Inspections and Vendor Coordination. o One Day per Week • Annual Fee paid in equal monthly payments.	**$12,840**

Facility Maintenance and Repair Services:
• GMS has a comprehensive on-site and insured maintenance service for small to medium size projects which can be provided at the direction of the District Board Of Supervisors and/or the District Manager.
  o General maintenance services are invoiced at $45.00 / Hour
  o Pressure washing services are invoiced at $55.00 / Hour
	Standard Hourly Rates Plus Reimbursable Expenses

Janitorial Services:
• The Janitorial Service is an onsite part-time position.
• Standard Cleaning to be provided:
  o Two Days per Week
  o Janitorial Services, $5,350
• Annual Fee paid in equal monthly payments.
  o
	$5,350

Service Descriptions & Fee Schedule *	Fiscal Year 2027 Fees
Janitorial Supplies: • Janitorial Supplies, as needed	**Not To Exceed $1,000**

Pool Maintenance Services:
 	
• The Pool Maintenance Service is an onsite part-time position.
• Standard Maintenance to include
  o Two (2) Days per Week between September 18th through April 14th
  o Three (3) Days per week between April 15th through September 15th
• Annual Fee paid in equal monthly payments.
	$9,900

Pool Chemicals: • Standard Pool Maintenance Supplies/Chemicals • Annual Fee paid in equal monthly payments.	**$5,350**
Out of Pocket Reimbursable Expenses: • Reimbursable expenses to be itemized on invoicing each month.	**At GMS Standard Rate or Cost**
Additional Services: • All other requested items not specifically denoted in **Exhibit "A"** or **Exhibit "B"** will be subject to either a flat rate proposal or an hourly rate proposal to the District.	**To Be Negotiated**
*** Fiscal Year Calendar:** • Fiscal Year 2027 represents dates between October 1st, 2026 to September 30th, 2027. • Services that begin after the first day of a month will be invoiced on a prorated basis for that month, based on the actual start date.	

2. ADDITIONAL SERVICES:

All other requested items not specifically denoted in **Exhibit A** or **Exhibit B** will be subject to either a flat rate proposal or an hourly rate proposal to the District.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Exhibit C
Proposal

Governmental Management Services

Serving Florida's New Communities

April 30, 2026

Daniel Laughlin
Darby Community Development District
475 West Town Place, Suite 114
World Golf Village
St. Augustine, Florida 32092

Re: Facility Management, Field Operations Management, Janitorial, Pool Maintenance and Pool Chemicals

Dear Daniel:

Please consider this proposal for Governmental Management Services to provide the following services for the Darby Community Development District:

Services	FY 2026 Budget	FY 2027 Proposed Fees
Facility Management (2 Days Per Week)	$10,000	$10,700
Field Operations Management (1 Day Per Week)	$12,000	$12,840
Janitorial (2 Days Per Week)	$6,000	$5,350
Janitorial Supplies(As needed)	$0	$1,000
Pool Maintenance (2/Winter – 3/Summer)	$6,000	$9,900
Pool Chemicals	$5,000	$5,350

See Exhibit A for Scope of Services

The ownership and management at Governmental Management Services would like to thank the Board of Supervisors in advance for your consideration of our request to provide the outlined services for your community.

Sincerely,

Alison Mossing

Alison Mossing

Director of Amenity Management Services

Orlando
219 E. Livingston St.
Orlando, FL 32801

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

Palm Coast
393 Palm Coast Pkwy SW, #4
Palm Coast, FL 32137

Ft. Lauderdale
5385 N. Nob Hill Rd.
Sunrise, FL 33351

Tampa
18842 N. Dale Mabry Hwy
Lutz, FL 33548

Knoxville
1001 Bradford Way
Kingston, TN 37763

Exhibit A

Scope of Services

Facility Management

- Greet residents entering the Amenity Center and address questions/concerns in a professional manner
- Must be familiar with and enforce Amenity Center rules and policies, including age verification for gym and pool usage
- Issue access cards to eligible residents after providing address verification and photo ID
- Manage the facility rental process by handling resident inquiries, maintaining schedule and collecting deposit and rental payment
- Communicate updates to residents via email blast and bulletin boards
- Conduct hourly rounds of the Amenity Center and pool deck to monitor usage, cleanliness and report any issues to the Field Operations Manager and/or District Manager
- Plan and execute special events
- Check pool chemicals and add to pool maintenance log
- Coordinate and meet vendors on site for services
- Attend monthly Board of Supervisors meetings and prepare Operations Reports for the agenda
- Various other tasks assigned by management

Field Operations Management

- Provide oversight of the landscape maintenance contractor
- Provide oversight of the lake maintenance contractor
- Provide oversight of all other maintenance contractors such as security, outside pest control, tree services, sidewalk repairs, road maintenance, FPL, site inspections, etc.
- Periodically inspect lakes, and structures for needed maintenance, issues, and repairs.
- Maintain and monitor the field operations Board of Supervisors adopted annual budget.
- Conduct onsite meetings with CDD service providers.
- Monitor all CDD field-related utility accounts.
- Provide Operations Memorandum for field-related activity to Board of Supervisors monthly agenda package one week before scheduled CDD meeting.
- Attend all District Board of Supervisor meetings with representation of CDD management activities.
- Receive and respond to resident emails, and phone calls about CDD property-related issues.
- Prepare an Emergency Action Plan for significant weather events.

- Oversee & assist maintenance personnel with CDD projects on site
- Provide oversight, proposals if needed of future capital projects.
- Maintain all the entry monuments and CDD signage, including outside contracting for repairs and pressure-washing as needed.
- Inspect & maintain all sunshade structures & sails, including outside contracting for repairs & pressure washing as needed.
- Perform lighting inspections for all district-owned interior and exterior lighting.
- Monitor all gates and doors for proper operating conditions.
- Monitor the pool decks, and outdoor pool furniture, obtain proposals for services and repair as needed.
- Maintain an aesthetically pleasing CDD community as possible within budget & approvals.

Janitorial

- Clean and sanitize all restroom sinks and mirrors
- Clean and sanitize all restroom toilets
- Sweep and mop all restrooms as needed
- Restock all paper products, including toilet paper and paper towels
- Restock all soap dispensers
- Empty and replace liners in all garbage cans
- Police pool deck for trash
- Wipe down all tables and pool furniture
- Clean and sanitize any water fountains
- Janitorial supplies will be purchased as needed

Pool Maintenance

- Check water quality and fill out log sheet as required by FL Code Chapter 64E
- Manually skim, brush, vacuum and clean tile as necessary
- Conduct tests for free available chlorine, combined chlorine, pH, acid demand, base demand, total alkalinity, calcium hardness, cyanuric acid and temperature as needed to maintain water quality levels within requirements of Chapter 64 E99.004(d) maintain saturation index within +0.3 to -0.3 for proper water balance
- Operate filtration and recirculation system, cleaning when necessary
- Maintain pool at proper water level
- Check all valves for leaks, all bolts for snug fit, respond to variations in the sounds of electric motors, check GFCI for proper operation, clean strainers, maintain proper flow rates, and keep equipment in clean condition
- All pool chemicals to perform the standard maintenance shall be included in the monthly billing for chemicals

- Any chemicals required for special treatment of stains, metals sequestering, foam removal, phosphate and nitrate removal, mustard and black algae treatment and super chlorination shall be used as needed and billed separately.

Exhibit D

Certificates of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/24/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Holly Howe
Zelen Risk Solutions, Inc. 7964 Devoe Street Jacksonville FL 32220	PHONE (A/C, No, Ext): (904) 262-8080 FAX (A/C, No): (904) 262-1444 E-MAIL ADDRESS: holly@zelenrisk.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Northfield Insurance Company	
INSURER B : The Princeton Excess and Surplus Lines Ins Co	
INSURER C : Great American Insurance Company	
INSURER D : Hartford Fire Insurance Company	
INSURER E :	
INSURER F :	

INSURED
Governmental Management Services, LLC 1001 Bradford Way Kingston TN 37763

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			WS681603	10/07/2025	10/07/2026	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $ 0			82A3FF0004857-01	10/07/2025	10/07/2026	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		21 WEC BY6SXX	01/01/2026	01/01/2027	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Employment Practices Liability			EPLE044783	12/20/2025	12/20/2026	Each Claim Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder, its officers, supervisors, agents, managers, engineers and staff are additional insureds with respect to the general liability when required by written contract. Coverage is primary and non-contributory. Waiver of subrogation applies in favor of the additional insureds when required by written contract.

CERTIFICATE HOLDER	CANCELLATION
Darby CDD 475 West Town Place Ste 114 St Augustine, FL 32092	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Vicky M. Zelen

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/22/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

StateFarm

Edie Williams State Farm
330 A1A N Suite 324
Ponte Vedra, FL 32082

CONTACT NAME: Stephanie Marciani
PHONE (A/C, No, Ext): 904-425-4054
FAX (A/C, No): 904-425-4049
E-MAIL ADDRESS: Stephanie@EdieWilliams.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Governmental Management Services LLC
1001 Bradford Way
Kingston, TN 37763

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY			946 5826-C23-59	03/23/2026	09/23/2026	COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$ 1,000,000
	X OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ 1,000,000
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Darby Community Development District, its officers, supervisors, agents, managers, counsel, engineers, staff, and representatives is Additional Insured with regard to Auto Liability. The insurance is Primary and Non-Contributory with respects to claims arising out of the operation of the described vehicle. Waiver of Subrogation under the Liability Coverage and Property Damage Coverage. If Liability Coverage or Property Damage Liability Coverage is changed or terminated as to the interest of the Additional Insured, we will provide the Additional Insured 30 days notice of such change or termination unless another number of days notice is shown on the Declarations Page.

CERTIFICATE HOLDER

Darby Community Development District
475 West Town Place, Suite 114
St. Augustine, FL 32092

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Stephanie Marciani

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1001486 132849.12 03-16-2016

Exhibit E:
Anti-Human Trafficking Affidavit

Anti-Human Trafficking Affidavit

I, Kelly Adams, as Director of HR, on behalf of Governmental Management Services L.L.C. (the "Manager"), under penalty of perjury, hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Manager.

2. The Manager does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.

3. More particularly, the Manager does not participate in any of the following actions:

   (a) Using or threatening to use physical force against any person;
   (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
   (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
   (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
   (e) Causing or threatening to cause financial harm to any person;
   (f) Enticing or luring any person by fraud or deceit; or
   (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

Dated: March 17, 2026.

FURTHER AFFIANT SAYETH NAUGHT.

Manager:

GOVERNMENTAL MANAGEMENT SERVICES L.L.C.

By: Kelly Adams

Name: Kelly Adams

Title: Director of HR

STATE OF TENNESSEE
COUNTY OF ROANE

SWORN TO AND SUBSCRIBED before me ☑ physical presence or ☐ remote notarization by Madison Oran, as HR Assistant, of Governmental Management Services-Central Florida L.L.C., who is personally known to me or who produced _____ as identification this 17 day of March, 2026.

Madison Oran

Notary Public

(Notary Seal)

MADISON ORAN
STATE OF TENNESSEE NOTARY PUBLIC
ROANE COUNTY

NINTH ORDER OF BUSINESS

A.

Waterway Management Proposal

For

Darby Community Development District - Kings Preserve

Jacksonville, Florida

Prepared by: Florida Waterways, Inc.
6900 Philips Highway, Unit 23
Jacksonville, Florida 32216

Date: May 12, 2026

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

Darby Community Development District - Kings Preserve
c/o **Governmental Management Services**
Attn: Daniel Laughlin, District Manager
475 West Town Place, Suite 114
World Golf Village
St. Augustine, Florida 32092

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 visits for treatment and/or inspection of seven (7) approximately 7.9±-acres of wet detention ponds 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)	$	485.00
Shoreline Grass Control	$	INCLUDED
Debris Removal	$	INCLUDED
Management Reporting	$	INCLUDED
Triploid Grass Carp Stocking* w/ Included Permitting Assistance	$	8.50/fish
Water Quality & Chemistry Monitoring *	$	INCLUDED
Florida Waterways 100% Control Guarantee (Free Callback Service & Additional Treatments, if required)	$	INCLUDED
Total Recurring Monthly Service Charges	**$**	**485.00**

*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

Jim Schwartz
Email: Jim@FloridaPond.com

Proposal Date: May 12, 2026

CUSTOMER

Printed: _____

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 ninety (90) 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. If deemed necessary, carp containment barriers will be coordinated with CUSTOMER at a rate of $45.00/SF. 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-negation 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. Agreements that include debris removal shall consist of: Removal of casual trash such as cups, plastic bags and other man-made materials up to 20 lbs. during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris will not be included.

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) statutory limits.

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) This Agreement may be terminated without cause by either party upon a 30 day written notice to the other party.

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. FLORIDA WATERWAYS reserves the right to impose a monthly service charge on past due balances and/or cancel the Agreement. Monthly interest will accrue on delinquent accounts at a rate of 1.5% per month. Service may be reinstated once the entire past due balance has been received in full, including interest. 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.

Waterway Map

7711 Owsley Ct, Jacksonville, FL 32219

North Florida Office
6950 Philips Highway
Unit 24
Jacksonville, FL 32216
(904) 801–LAKE (5253)

Lake & Pond Management

Services Overview

FLORIDA WATERWAYS, INC.

Your Trusted Waterway Advisors

www.FloridaLake.com

PROVEN LAKE MANAGEMENT SOLUTIONS

Florida Waterways, Inc. is a State-wide environmental firm specializing in pond and lake management using solution focused, science-based approaches. Florida Waterways has a team of environmental professionals who specialize in multiple disciplines including: aquatic biology and ecology, limnology, entomology, soils, chemistry, sampling, and landscape sciences. Florida Waterways provides lake and pond management services for the North Florida Region, Central Florida Region and Tampa Bay Region.

Florida Waterways is a full-service lake management provider offering annual pond and lake maintenance programs, aeration and fountain system installation and design, fish stocking and fisheries management, algae and aquatic weed control, mitigation and wetland management, and water quality restoration services.

THE FLORIDA WATERWAYS GUARANTEE

We put our money where our mouth is. When you purchase a service contract with the **100% Control Guarantee**, we mean just that! Algae and nuisance vegetation are a thing of the past. We provide a cost quote and that is all you pay… regardless of whether it takes 2 applications or 10! Bar none, this is the best warranty in the business.

Why Florida Waterways, Inc?

Licensed and Insured

Our Field Biologists are properly licensed with the Florida Department of Agriculture and Consumer Services for the services we offer and the locations we work in.

We carry General Liability Insurance, Automobile Insurance and Workers Compensation Coverage.

Knowledgeable

Florida Waterways has a team of environmental professionals who specialize in multiple disciplines including: aquatic biology and ecology, limnology, entomology, soils, chemistry, sampling, and landscape sciences.

Responsive

Immediate service when needed due to local concentration of professional staff.

Equipped

Our work takes us to some challenging environs. We've made the investment in a fleet of specialized equipment so we have the right tools for the job.

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As a company Florida Waterways is an Accredited Member of the Society of Lake Management Professionals, member of the Florida Lake Management Society, and the Florida Aquatic Plant Management Society.

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- Control and maintenance of excessive algae
- Control and maintenance of nuisance aquatic weeds
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- Management reporting
- Trash and debris removal

FLOATING FOUNTAIN DISPLAYS & AERATION SYSTEMS

Sales, service and installation of floating fountains and diffused bottom aeration systems. We carry top-tier manufactures with industry leading warranties for peace of mind. Bathymetric models of diffused bottom aeration systems to custom design systems specified for your unique waterway.

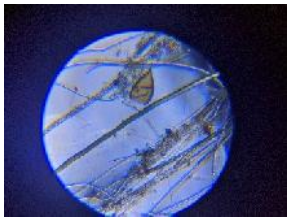
TRIPLOID GRASS CARP & FISHERIES MANAGEMENT

Triploid Grass Carp are effective for the biological control of aquatic weeds, but require a permit through FWC. As a condition of the permit, the stocked waterbody needs to have a method of fish containment, such as the use of a barrier. We design and fabricates the industry's best custom carp containment barriers out of welded aluminum construction.

Florida Waterways is a Freshwater Frog & Fish Dealer and an FWC Authorized Triploid Grass Carp Supplier.

WATER QUALITY MONITORING & CONSULTING

Our team of experienced environmental professionals is available to help diagnose and determine the underlying conditions which may affect your waterway. We do mitigation planting and monitoring, bathymetry and sedimentation studies, water chemistry testing and monitoring and algae identification. By understanding the science behind the problems, we can provide you with cost effective solutions.



B.

Waterway Management Proposal

For

Darby Community Development District - Kings Preserve

Jacksonville, Florida

Prepared by: Florida Waterways, Inc.
6900 Philips Highway, Unit 23
Jacksonville, Florida 32216

Date: May 12, 2026

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

Darby Community Development District - Kings Preserve
c/o **Governmental Management Services**
Attn: Daniel Laughlin, District Manager
475 West Town Place, Suite 114
World Golf Village
St. Augustine, Florida 32092

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 visits for treatment and/or inspection of eight (8) approximately 8.7-acres of wet detention ponds 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)	$	535.00
Shoreline Grass Control	$	INCLUDED
Debris Removal	$	INCLUDED
Management Reporting	$	INCLUDED
Triploid Grass Carp Stocking* w/ Included Permitting Assistance	$	8.50/fish
Water Quality & Chemistry Monitoring *	$	INCLUDED
Florida Waterways 100% Control Guarantee (Free Callback Service & Additional Treatments, if required)	$	INCLUDED
Total Recurring Monthly Service Charges	**$**	**535.00**

*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

Jim Schwartz
Email: Jim@FloridaPond.com

Proposal Date: May 12, 2026

CUSTOMER

Printed: _____

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 ninety (90) 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. If deemed necessary, carp containment barriers will be coordinated with CUSTOMER at a rate of $45.00/SF. 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-negation 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. Agreements that include debris removal shall consist of: Removal of casual trash such as cups, plastic bags and other man-made materials up to 20 lbs. during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris will not be included.

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Lake & Pond Management

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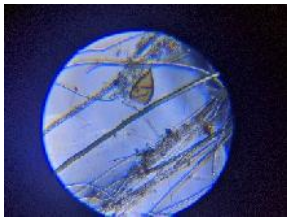
Our team of experienced environmental professionals is available to help diagnose and determine the underlying conditions which may affect your waterway. We do mitigation planting and monitoring, bathymetry and sedimentation studies, water chemistry testing and monitoring and algae identification. By understanding the science behind the problems, we can provide you with cost effective solutions.



C.

The Lake Doctors, Inc.
11621 Columbia Park Drive W.
Jacksonville, FL 32258
(904) 262-5500
Jacksonville@lakedoctors.com
www.lakedoctors.com

Water Management Agreement

This Agreement, made this _____ day of _____ 20___ is between The Lake Doctors, Inc., a Florida corporation ("the Company") and the following "Customer"

PROPERTY NAME (*Community/Business/Individual*)_____

MANAGEMENT COMPANY_____

INVOICING ADDRESS _____

CITY _____ **STATE** _____ **ZIP** _____ **PHONE** ( ) _____

EMAIL ADDRESS _____

The parties hereto agree to follows:

A. The Company agrees to manage certain lakes and/or waterways for a period of twelve (12) months from the date of execution of this Agreement in accordance with the terms and conditions of this Agreement in the following location(s):

Seven (7) Ponds associated with Darby CDD in Jacksonville, Florida.

Includes a minimum of twelve (12) inspections and/or treatments, as necessary, for control and prevention of noxious aquatic weeds/algae.

B. Customer agrees to pay the Company the following sum for specified aquatic management services:

1.	Underwater and Floating Vegetation Control Program	**$ 560.00 Monthly**
2.	Shoreline Grass and Brush Control Program	$ INCLUDED
3.	Free Callback Service and Additional Treatments, if required	$ INCLUDED
4.	Water Testing and Analysis, as needed	$ INCLUDED
5.	Monthly Detailed Service Reports	$ INCLUDED
	Total of Services Accepted	**$ 560.00 Monthly**

$560.00 of the above sum-total shall be due and payable upon execution of this Agreement; the balance shall be payable in advance in monthly installments of **$560.00** plus any additional costs such as sales taxes, permitting fees, monitoring, reporting, water testing and related costs mandated by any governmental or regulatory body related to service under this Agreement.

C. The Company uses products which, in its sole discretion, are intended to provide effective and safe results.

D. The Company agrees to commence treatment within **thirty (30)** days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or required government permits.

E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by Customer to the Company on or before **June 12th, 2026**.

F. The Terms and Conditions appearing on the reverse side form an integral part of this Agreement, and Customer hereby acknowledges that it has read and is familiar with the contents thereof.

CUSTOMER PREFERENCES

INVOICE FREQUENCY: ___ MONTHLY ___ EVERY OTHER MONTH ___ QUARTERLY ___ SEMI-ANNUAL ___ ANNUAL

INVOICE TIMING: ___ BEGINNING OF THE MONTH ___ WITH SERVICE COMPLETION

EMAIL INVOICE: ___YES ___ NO | *If yes, provide invoice email:* _____

EMAIL WORK ORDER: ___YES ___ NO | *If yes, provide work order email:* _____

THIRD PARTY COMPLIANCE/REGISTRATION: ___ YES ___ NO

THIRD PARTY INVOICING PORTAL: ___ YES ___ NO**

REQUESTED START MONTH: _____ **| PURCHASE ORDER #:**_____

THE LAKE DOCTORS, INC.

Jesse Mason

Jesse E. Mason, Sales Manager

CUSTOMER:

Signed _____ **Date** _____

Name _____

® THE LAKE DOCTORS, INC.

TERMS AND CONDITIONS

1) The Underwater and Floating Vegetation Control Program will be conducted in a manner consistent with good water management practice using the following methods and techniques when applicable.
   a) Periodic treatments to maintain control of noxious submersed, floating and emersed aquatic vegetation and algae. Customer understands that some beneficial vegetation may be required in a body of water to maintain a balanced aquatic ecological system.
   b) Determination of dissolved oxygen levels prior to treatment, as deemed necessary, to ensure that oxygen level is high enough to allow safe treatment. Additional routine water analysis and/or bacteriological analysis may be performed if required for success of the water management program.
   c) Where applicable, treatment of only one-half or less of the entire body of water at any one time to ensure safety to fish and other aquatic life. However, the Company shall not be liable for loss of any exotic or non-native fish or vegetation. Customer must also notify the Company in writing if any exotic fish exist in lake or pond prior to treatment.
   d) Customer understands and agrees that for the best effectiveness and environmental safety, materials used by the Company may be used at rates equal to or lower than maximum label recommendations.
   e) Triploid grass carp stocking, if included, will be performed at stocking rates determined the Florida Fish and Wildlife Conservation Commission permit guidelines.
   f) Customer agrees to provide adequate access. Failure to provide adequate access may require re-negotiation or termination of this Agreement.
   g) Control of some weeds may take 30-90 days depending upon species, materials used and environmental factors.
   h) When deemed necessary by the Company and approved by Customer, the planting and/or nurturing of certain varieties of plants, which for various reasons, help to maintain ecological balance.

2) Under the Shoreline Grass and Brush Control Program, the Company will treat border vegetation to the water's edge including, but not limited to torpedograss, cattails, and other emergent vegetation such as woody brush and broadleaf weeds. Many of species take several months or longer to fully decompose. Customer is responsible for any desired physical cutting and removal.

3) Customer agrees to inform the Company in writing if any lake or pond areas have been or are scheduled to be mitigated (planted with required or beneficial aquatic vegetation). the Company assumes no responsibility for damage to aquatic plants if Customer fails to provide such information in a timely manner. Emergent weed control may not be performed within mitigated areas, new or existing, unless specifically stated by separate contract or modification of this Agreement. Customer also agrees to notify the Company, in writing, of any conditions which may affect the scope of work and Customer agrees to pay any resultant higher direct costs incurred.

4) If services specify trash/debris removal, the Company will perform the following: removal of casual trash such as cups, plastic bags and other man-made materials up to a 5 gallon bucket but only during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris will not be included.

5) Customer agrees to reimburse the Company for all processing fees for registering with third party companies for compliance monitoring services and/or invoicing portal fees. Fees will be reimbursed via an additional invoice per the Company's discretion.

6) If at any time during the term of this Agreement, Customer reasonably believes the Company is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, Customer shall give the Company written notice stating with particularity the reasons for Customer's dissatisfaction. The Company shall investigate and attempt to address Customer's concerns. If, after 30 days from the giving of the original notice, Customer continues to reasonably believe the Company's performance is unsatisfactory, Customer may terminate this Agreement by giving written notice ("Second Notice") to the Company and paying all monies owing to the effective date of termination, which shall be the last day of the month in which the Second Notice is received by the Company. Customer may not terminate this Agreement before the end of the term except for cause in accordance with this paragraph.

7) If Customer discontinues or terminates service under this Agreement except for cause in accordance with paragraph 6, Company shall be entitled to collect as an early termination fee, and not as a penalty, an amount equal to, the lesser of, three (3) times the monthly service fee, or the number of months remaining in the term multiplied by the monthly service fee. The Company may declare the termination fee owed in a single payment due within ten (10) days of written demand.

8) Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. The Company will notify Customer of such restrictions. It is Customer's responsibility to observe the restrictions throughout the required period. Customer understands and agrees that, notwithstanding any other provision of the Agreement, the Company does not assume any liability for failure by any party to be notified of, or to observe, such regulations or restrictions.

9) The Company shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming Customer as "Additional Insured" may be provided at Customer's request. Customer agrees to pay for any additional costs of insurance requirements over and above the standard insurance provided by the Company.

10) The Company agrees to indemnify, defend and hold harmless Customer from and against any and all liability for any loss, injury or damage, including, without limitation, all costs, expenses, court costs and reasonable attorneys' fees, imposed on Customer by any person caused by or that results from the gross negligence or willful misconduct of the Company, its employees or agents. Customer hereby agrees to indemnify, defend and hold the Company harmless from and against any and all liability for any loss, injury or damage, including, without limitation, all costs, expenses, court costs and reasonable attorneys' fees, imposed on the Company by any person whomsoever that occurs on or about Customer's premises, except for any such loss, injury or damage that is caused by or results solely from the gross negligence or willful misconduct of the Company its employees or agents.

11) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, SAVINGS OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Customer agrees that the Company's liability under this Agreement shall be limited to six (6) times the monthly fee, which amount shall be Customer's maximum remedy regardless of the legal theory used to determine that the Company is liable for the injury or loss (including, without limitation, negligence breach of contract breach of warranty and product liability).

12) Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. Should the Company be prohibited, restricted or otherwise prevented or impaired from rendering specified services by any condition, the Company shall notify Customer of said condition and of the excess direct costs arising therefrom. Customer shall have thirty (30) days after receipt of notice to notify the Company in writing of any inability to comply with excess direct costs as requested by the Company.

13) Customer warrants that it is authorized to execute this Agreement on behalf of the riparian owner If a legal entity, the person executing this Agreement on behalf of Customer represents that Customer is duly organized and existing, and is in good standing, under the laws of the jurisdiction of its organization and that execution, delivery, and performance of this Agreement has been duly authorized by all appropriate corporate action

14) The Company covenants to perform and complete the services hereunder in a timely, competent and workmanlike manner and in accordance with the specifications and requirements set forth in this Agreement. THE COMPANY HEREBY EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY WAIVES, RELEASES AND RENOUNCES, ALL OTHER WARRANTIES AND CLAIMS EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO SERVICES OR PRODUCTS PROVIDED BY THE COMPANY.

15) Customer understands that, for convenience, the annual cost of service is spread over a twelve-month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service. If the Company permits Customer to temporarily put its account activity on hold, an additional start-up charge may be required due to aquatic re-growth.

16) The Company agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of the Company. However, the Company shall in no event be liable to Customer or others for indirect, special or consequential damages resulting from any cause whatsoever.

17) 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 by written notice delivered prior to the end of the term. The Company may adjust the monthly investment amount after the original term to reflect any changes to cost of materials, inputs, and labor. The Company will submit written notification to Customer 30 days prior to effective date of adjustment. If Customer is unable to comply with the adjustment, the Company shall be notified immediately in order to seek a resolution. The Company may cancel this Agreement for any reason upon 30-day written notice to Customer.

18) Should Customer become delinquent, the Company may place the account on hold for non-payment and Customer will continue to be responsible for the continuing monthly amount even if the account is placed on hold. The Company may, at its sole discretion, choose to suspend services and charge the Customer 25% of the monthly equivalent invoice amount for three (3) consecutive months, herein referred to as the Credit Hold Period, or until Customer pays all invoices due, whichever comes earlier. Regular Service may be reinstated once the entire past due balance has been received in full. Should the Customer remain delinquent at the end of the Credit Hold Period, Company shall be entitled 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 attorneys fee (including those on appeal) and court costs, and all other expenses incurred by the Company resulting from such collection action. The Company reserves the right at any time to charge interest on unpaid amounts at the rate of eighteen percent (18%) per year. Customer hereby irrevocably submits to the exclusive personal jurisdiction of the state and federal courts of Duval County, Florida for the adjudication of all disputes or questions hereunder.

19) This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by the Company Corporate Office. No oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both the Company and Customer. This Agreement is assignable by Customer only with the prior written consent of the Company.

® THE LAKE DOCTORS, INC.

® THE LAKE DOCTORS, INC.

May 12, 2026 at 1:19:48 PM
Hollenbeck Way
Jacksonville FL 32219
United States

D.

SUPERIOR WATERWAY SERVICES, INC.

North FL Branch

AQUATIC MANAGEMENT AGREEMENT

This agreement, dated May 13th, 2026, is made between SUPERIOR WATERWAY SERVICES, INC. (SWS) and CUSTOMER:

Kings Preserve (Darby CDD)
Attn: Daniel Laughlin
C/o: Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, Florida 32092

Both Customer and SWS agree to the following terms and conditions:

1. SWS will provide aquatic management services on behalf of the customer in accordance with the terms and conditions of this agreement at the following aquatic sites:

   Seven (7) lakes (see attached map), located at **Kings Preserve (Darby CDD)** in Duval County, Florida.

2. Customer agrees to pay SWS the following amount during the term of this agreement for these specific waterway management services (as herein defined):

Algae And Aquatic Plant Control	$495.00 / Monthly
Border Grass And Brush Control To Water's Edge	Included
Monthly Water Testing	Included
Fish & Wildlife Monitoring	Included
Management Reporting	Included
Minor Trash Removal	Included

One (1) visit per month for lake management with treatment as necessary. Additional necessary visits at no extra charge.

3. Schedule of payment: First month's payment shall be due and payable upon execution of this agreement; the balance shall be payable in equal monthly installments.

4. The offer contained in this agreement is valid for thirty (30) days only and must be returned to our offices for acceptance within that period.

5. SWS agrees to use only products that have been shown to present a wide margin of safety for Florida fish and wildlife. All herbicides to be utilized must be labeled for the application and approved by Federal and State authorities for that use.

6. This agreement may be terminated by either party with thirty (30) days written notice. Notification must be sent by certified mail, return receipt requested, to SUPERIOR WATERWAY SERVICES, INC., 6701 Garden Road., Suite 1 Riviera Beach, Fl 33404. CUSTOMER agrees to pay for all services rendered by SWS to date of termination of contract. SWS reserves the right, under special circumstances, to initiate surcharges relating to extraordinary price increases of water treatment products. There will be no less than 30 days written notice if any increase is to be imposed for any reason whatsoever.

7. This agreement will automatically renew yearly, on the anniversary date, unless terminated by either party with thirty (30) days written notice.

8. Addendums: See attached map, survey and report (where applicable).

   A. Monthly water testing and monitoring as necessary for the success of the aquatic weed control program and at the discretion of SWS.

   B. Additional work as requested by CUSTOMER such as trash clean up, physical cutting and/or plant removal and other manual maintenance may be performed by our staff. Extra service work requested by CUSTOMER will be invoiced separately at our current hourly equipment and labor rates.

   C. Littoral plantings maintenance is included only if specified.

   D. Care proposed in this contract is for maintenance control of aquatic growth and will not eradicate all plants in the water.

   E. Definitions of services referred to in Paragraph 1 are as follows:

      Algae and Aquatic Plant Control – The treatment as necessary of all aquatic weed species located in the waterways maintained by the community association. Treatments are to be made with E.P.A. registered aquatic herbicides. The application of Fluridone is not included in this contract but if applications are needed SWS will notify the customer and quote the product needed. SWS will only charge for cost of the product needed and apply at no additional charge.

      Grass and Brush Control to Water's Edge – The treatment of all undesirable emergent vegetation around the lake edge up to the turf line.

Monthly Water Testing – Water testing as needed for the success of the lake management program. Parameters include Dissolved Oxygen, Ph, Clarity and Water Temperature.

Fish & Wildlife Monitoring – Surveys performed at time of treatments which explain fish and wildlife species observed while onsite.

Management Reporting – A comprehensive report filled out each visit for the specific activity performed on the property and provided to Customer.

Minor Trash Removal – Minor trash will be removed from each pond at the monthly scheduled visit. Large items or excessive debris are not included and the customer will be invoiced separately at the current hourly rate for removal if approved. No guarantee of 100% trash removal. (Only items by the shoreline in the waterbody apply. Also does not include new construction debris.)

9. SWS will provide CUSTOMER with certificates of insurance (upon request), which are incorporated herein by reference. During the term of this Agreement and any extension thereof, SWS will maintain no less than the level of insurance provided for in such certificates.

10. This agreement constitutes the entire agreement of SWS and the CUSTOMER. No oral or written alterations of the terms contained herein shall be deemed valid unless made in writing and accepted by an authorized agent of both SWS and CUSTOMER.

11. This agreement is not assignable to any third party for any reason, without the prior written consent of CUSTOMER.

_____
SUPERIOR WATERWAY SERVICES, INC.

_____
CUSTOMER

_____
DATE

SUPERIOR WATERWAY SERVICES, INC.

North FL Branch

Superior Waterway Services, Inc.
6701 Garden Rd, Suite 1 ▪ Riviera Beach FL 33404 ▪ (561) 844-0248 Office ▪ (561) 844-9629
Logan Wooley, North FL Regional Director – Cell (561) 987-2950

E.

SUPERIOR WATERWAY SERVICES, INC.

North FL Branch

AQUATIC MANAGEMENT AGREEMENT

This agreement, dated May 13th, 2026, is made between SUPERIOR WATERWAY SERVICES, INC. (SWS) and CUSTOMER:

Kings Preserve (Darby CDD)
Attn: Daniel Laughlin
C/o: Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, Florida 32092

Both Customer and SWS agree to the following terms and conditions:

1. SWS will provide aquatic management services on behalf of the customer in accordance with the terms and conditions of this agreement at the following aquatic sites:

   Eight (8) lakes (see attached map), located at **Kings Preserve (Darby CDD)** in Duval County, Florida.

2. Customer agrees to pay SWS the following amount during the term of this agreement for these specific waterway management services (as herein defined):

Algae And Aquatic Plant Control	$540.00 / Monthly
Border Grass And Brush Control To Water's Edge	Included
Monthly Water Testing	Included
Fish & Wildlife Monitoring	Included
Management Reporting	Included
Minor Trash Removal	Included

One (1) visit per month for lake management with treatment as necessary. Additional necessary visits at no extra charge.

3. Schedule of payment: First month's payment shall be due and payable upon execution of this agreement; the balance shall be payable in equal monthly installments.

4. The offer contained in this agreement is valid for thirty (30) days only and must be returned to our offices for acceptance within that period.

5. SWS agrees to use only products that have been shown to present a wide margin of safety for Florida fish and wildlife. All herbicides to be utilized must be labeled for the application and approved by Federal and State authorities for that use.

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7. This agreement will automatically renew yearly, on the anniversary date, unless terminated by either party with thirty (30) days written notice.

8. Addendums: See attached map, survey and report (where applicable).

   A. Monthly water testing and monitoring as necessary for the success of the aquatic weed control program and at the discretion of SWS.

   B. Additional work as requested by CUSTOMER such as trash clean up, physical cutting and/or plant removal and other manual maintenance may be performed by our staff. Extra service work requested by CUSTOMER will be invoiced separately at our current hourly equipment and labor rates.

   C. Littoral plantings maintenance is included only if specified.

   D. Care proposed in this contract is for maintenance control of aquatic growth and will not eradicate all plants in the water.

   E. Definitions of services referred to in Paragraph 1 are as follows:

      Algae and Aquatic Plant Control – The treatment as necessary of all aquatic weed species located in the waterways maintained by the community association. Treatments are to be made with E.P.A. registered aquatic herbicides. The application of Fluridone is not included in this contract but if applications are needed SWS will notify the customer and quote the product needed. SWS will only charge for cost of the product needed and apply at no additional charge.

      Grass and Brush Control to Water's Edge – The treatment of all undesirable emergent vegetation around the lake edge up to the turf line.

Monthly Water Testing – Water testing as needed for the success of the lake management program. Parameters include Dissolved Oxygen, Ph, Clarity and Water Temperature.

Fish & Wildlife Monitoring – Surveys performed at time of treatments which explain fish and wildlife species observed while onsite.

Management Reporting – A comprehensive report filled out each visit for the specific activity performed on the property and provided to Customer.

Minor Trash Removal – Minor trash will be removed from each pond at the monthly scheduled visit. Large items or excessive debris are not included and the customer will be invoiced separately at the current hourly rate for removal if approved. No guarantee of 100% trash removal. (Only items by the shoreline in the waterbody apply. Also does not include new construction debris.)

9. SWS will provide CUSTOMER with certificates of insurance (upon request), which are incorporated herein by reference. During the term of this Agreement and any extension thereof, SWS will maintain no less than the level of insurance provided for in such certificates.

10. This agreement constitutes the entire agreement of SWS and the CUSTOMER. No oral or written alterations of the terms contained herein shall be deemed valid unless made in writing and accepted by an authorized agent of both SWS and CUSTOMER.

11. This agreement is not assignable to any third party for any reason, without the prior written consent of CUSTOMER.

_____
SUPERIOR WATERWAY SERVICES, INC.

_____
CUSTOMER

_____
DATE

SUPERIOR WATERWAY SERVICES, INC.

North FL Branch

Superior Waterway Services, Inc.
6701 Garden Rd, Suite 1 ▪ Riviera Beach FL 33404 ▪ (561) 844-0248 Office ▪ (561) 844-9629
Logan Wooley, North FL Regional Director – Cell (561) 987-2950

ELEVENTH ORDER OF BUSINESS

Darby

Community Development District

Approved Budget

FY 2027

July 14, 2026

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Darby

Community Development District

Approved Budget
General Fund

Description	Adopted Budget FY2026	Actuals Thru 5/31/26	Projected Next 4 Months	Projected Thru 9/30/26	Approved Budget FY 2027
REVENUES:					
Special Assessments-Tax Roll	$94,867	$94,549	$318	$94,867	$116,606
Special Assessments-Direct	158,635	45,217	$113,418	158,635	164,272
Interest Earned	-	2,656	1,200	3,856	3,000
Facility Revenue	-	50	-	50	-
Carry Forward Surplus	87,636	-	-	-	43,432
TOTAL REVENUES	**$341,137**	**$142,472**	**$114,936**	**$257,407**	**$327,310**
EXPENDITURES:					
Administrative:					
Supervisor Fees	$12,000	$-	$-	$-	$-
FICA Taxes	918	-	-	-	-
Engineer	12,000	2,498	9,503	12,000	12,000
Attorney	25,000	4,427	5,000	9,427	15,000
Annual Audit	3,400	1,500	3,900	5,400	5,400
Assessment Administration	7,500	-	-	-	7,950
Arbitrage Rebate	600	-	450	450	450
Trustee Fees	5,200	7,176	-	7,176	5,900
District Management Fees	50,085	33,390	16,695	50,085	53,090
Dissemination Agent	7,875	5,250	2,625	7,875	8,348
Information Technology	2,003	1,335	668	2,003	2,124
Website Maintenance	1,336	891	445	1,336	1,416
Telephone	500	32	68	100	300
Postage & Delivery	1,500	86	1,414	1,500	1,500
Insurance General Liability and Public Officials Insurance	5,500	5,512	-	5,512	6,063
Printing & Binding	1,200	60	1,140	1,200	1,200
Legal Advertising	5,000	1,009	642	1,650	1,650
Other Current Charges	1,200	1,298	160	1,458	1,200
Office Supplies	1,197	1	10	11	1,197
Dues, Licenses & Subscriptions	175	175	-	175	175
TOTAL ADMINISTRATIVE	**$144,189**	**$64,638**	**$42,719**	**$107,357**	**$124,962**
Operations & Maintenance					
Landscape Maintenance	$39,468	$25,110	$12,600	$37,710	$40,652
Landscape Contingency	10,000	3,220	6,780	10,000	9,500
Lake Maintenance	7,000	-	-	-	7,000
Field Operations Management	12,000	7,000	4,000	11,000	12,840
Repairs & Maintenance	13,000	-	-	-	11,000
Irrigation Repairs	4,000	883	3,117	4,000	4,000
Electric	35,000	1,103	1,600	2,703	20,000
Water, Sewer, & Irrigation	15,000	7,963	6,400	14,363	30,000
Total Operations & Maintenance	**$135,468**	**$45,279**	**$34,497**	**$79,776**	**$134,992**

Darby

Community Development District

Approved Budget
General Fund

Description	Adopted Budget FY2026	Actuals Thru 5/31/26	Projected Next 4 Months	Projected Thru 9/30/26	Approved Budget FY 2027
Amenity Maintenance					
Insurance	$25,000	$-	-	$-	$25,000
Facility Management	10,000	5,833	3,333	9,167	10,700
Security	-	48	192	240	576
Pool Maintenance	6,000	3,167	2,000	5,167	9,900
Pool Chemicals	5,000	2,639	1,667	4,306	5,350
Pool Permits	530	-	-	-	530
Cable	2,200	-	1,100	1,100	2,200
Janitorial	6,000	2,639	1,667	4,306	5,350
Janitorial Supplies	-	-	-	-	1,000
Facility Maintenance	5,000	1,453	1,000	2,453	5,000
Pest Control	1,000	-	-	-	1,000
Refuse	750	104	-	104	750
Total Amenity Maintenance	**$61,480**	**$15,883**	**$10,959**	**$26,842**	**$67,356**
Reserve					
Capital Reserve	$ -	$-	$-	$-	$-
Total Reserve	**$-**	**$-**	**$-**	**$-**	**$-**
TOTAL EXPENDITURES	**$341,137**	**$125,801**	**$88,174**	**$213,975**	**$327,310**
EXCESS REVENUES (EXPENDITURES)	**$0**	**$16,671**	**$26,761**	**$43,432**	**$0**

Darby

Community Development District

Budget Narrative

REVENUES

Special Assessments-Tax Roll
The District will levy a Non-Ad Valorem assessment on all sold and platted parcels within the District in order to pay for the operating expenditures during the Fiscal Year or direct bill developers to cover operating expenses.

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

Expenditures - Administrative

Supervisors Fees
Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated $200 per meeting in which they attend.

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

District Engineering Fees
The District's engineer will provide general engineering services to the District, i.e. attendance and preparation for monthly board meetings, review of invoices, and other specifically requested assignments.

Attorney
The District's Attorney, will be providing general legal services to the District, i.e., attendance and preparation for monthly Board meetings, review of contracts, review of agreements and resolutions, and other research assigned as directed by the Board of Supervisors and the District Manager.

Annual Audit
The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is based on contracted fees from the previous year engagement plus anticipated increase.

Assessment Roll Administration
GMS, LLC provides assessment services for closing lot sales, assessment roll services with the local Tax Collector and financial advisory services.

Arbitrage Rebate
The District is required to annually have an arbitrage rebate calculation on the District's Series 2024 Special Assessment Revenue Bonds. The District will contract with an Independent Certified Accounting Firm to calculate the rebate liability and submit a report to the District.

Trustee Fees
The District bonds will be held and administered by a Trustee. This represents the trustee annual fee.

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

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

Information Technology
The District processes all of its financial activities, i.e. accounts payable, financial statements, etc. on a main frame computer leased by Governmental Management Services, LLC.

Darby

Community Development District

Budget Narrative

Expenditures - Administrative (continued)

Website Maintenance
Per Chapter 2014-22, Laws of Florida, all Districts must have a website to provide detailed information on the CDD as well as links to useful websites regarding Compliance issues. This website will be maintained by GMS, LLC and updated monthly.

Telephone
Phone, internet, and Wi-Fi service for Office.

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

Insurance General Liability and Public Officials
The District's General Liability & Public Officials Liability Insurance policy is with a qualified entity that specializes in providing insurance coverage to governmental agencies. The amount is based on estimated premium.

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

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

Current Other Charges
This includes monthly bank charges, amortization schedule fees, and any other miscellaneous expenses that incur during the year.

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

Due, Licenses & Subscriptions
The District is required to pay an annual fee to the Florida Department of Commerce for $175.

Expenditures – Operations

Landscape Maintenance
The District has contracted with Core Outdoors to maintain the common areas of the District.

Vendor	Monthly	Annual
Core Outdoors	$ 3,388	$ 40,652

Landscape Contingency
Other landscape costs not under contract, which includes landscape light repairs, tree removals, tree trimmings, additional mulching and new

Lake Maintenance
The District has contracted with vendor maintain the water quality in all the lakes in the Community.

Field Operations Manager
The District has contracted with Governmental Management Services to provide Field Operations services, to include supervision of operating and maintaining District's common areas and management of O&M related vendor contracts.

Repair & Maintenance
Cost of labor (when outsourced) and supplies for routine repairs and maintenance of the District's common areas.

Irrigation Repairs
Cost of miscellaneous repairs and maintenance to irrigation system.

Electric
The estimated cost for common area electric meters througout the District with JEA.

Meter	Location	Monthly	Annual
26180703	10932 Darbywood TL	$500.00	$6,000.00
	Contingency	$1,166.67	$14,000.00
		$1,666.67	$20,000.00

Water/Sewer/Irrigation
The District has various utility accounts with JEA for water, sewer, and irrigation used by the district.

Meter	Location	Monthly	Annual
100144214	10934 Darbywood Tl-Water	$100.00	$1,200.00
100144214	10934 Darbywood Tl-Sewer	$300.00	$3,600.00
514074237	10807 Darbywood Tl Apt IR01	$90.00	$1,080.00
99295197	10936 Darbywood Tl APT IR01	$300.00	$3,600.00
514089472	10989 Darbywood Tl Apt IR01	$450.00	$5,400.00
	Contingency	$1,260.00	$15,120.00
		$2,500.00	$30,000.00

Expenditures – Amenity

Insurance
The District's Property Insurance policy is with the EGIS, who specializes in providing insurance coverage to governmental agencies. The amount budgeted represents the estimated premium for property insurance related to two Amenity Centers and other district property facilities and capital assets.

Facility Management
Cost to provide management services for the Amenity Center.

Pool Maintenance
The estimated amount based on proposed contract with Governmental Management Services to provide maintenance of the Amenity Center swimming pool.

Pool Chemicals
The estimated amount based on proposed contract with Riverside Management Services and Poolsure to provide chemicals to maintain the Amenity Center swimming pool.

Pool Permits
Represents Permit Fees paid to the Department of Health for the swimming pool and spray ground area.

Cable
The District has various accounts to provide internet services for amenity center and gym.

Janitorial
The District will contract with Governmental Management Services to provide janitorial services for Amenity Center and will also include area maintenance services.

Vendor	Monthly	Annual
GMS	$445.83	$5,350.00

Janitorial Supplies
Purchase of janitorial supplies for cleaning as needed.

Facility Maintenance
Cost of labor (when outsourced) and supplies for routine repairs and maintenance of the District's common areas and Amenity Centers, to include painting, pressure washing, carpet cleaning and replacement of lighting in and around the facilities.

Pest Control
The District is contracted with Freedom Pest Control for pest control services

Refuse
The estimated cost of garbage disposal service will be provided by local company for the District.

Electric
The estimated cost for Amenity Center electric meters with JEA.

Water/Sewer/Irrigation
The estimated cost for water, sewer, and irrigation used by the amenity center provided by JEA.

Security
The monthly cost for Access Control - PDK Licensing by Integrated Access Solutions.

Darby

Community Development District

Approved Budget

Debt Service Series 2024A-1 Special Assessment Revenue Bonds

Description	Approved Budget FY2026	Actuals Thru 5/31/26	Projected Next 4 Months	Projected Thru 9/30/26	Approved Budget FY 2027
REVENUES:					
Special Assessments-Tax Roll	$142,980	$142,501	$479	$142,980	$142,980
Special Assessments-Direct	115,085	142,175	-	142,175	-
Interest Earnings	10,000	11,742	4,560	16,302	10,000
Carry Forward Surplus [1]	173,966	172,770	-	172,770	178,663
TOTAL REVENUES	**$442,031**	**$469,188**	**$5,039**	**$474,227**	**$331,643**
EXPENDITURES:					
Interest 11/1	$102,581	$102,581	$-	$102,581	$101,381
Interest 5/1	102,581	102,581	-	102,581	101,381
Principal 5/1	50,000	50,000	-	50,000	55,000
TOTAL EXPENDITURES	**$255,163**	**$255,163**	**$-**	**$255,163**	**$257,763**
Other Sources/(Uses)					
Transfer In	$-	$20,355	$-	$20,355	$-
Transfer (Out)	-	(60,757)	-	(60,757)	-
TOTAL OTHER SOURCES/(USES)	**$-**	**$(40,402)**	**$-**	**$(40,402)**	**$-**
EXCESS REVENUES (EXPENDITURES)	**$186,869**	**$173,624**	**$5,039**	**$178,663**	**$73,881**

[1] Carry Forward is Net of Reserve Requirement

Interest Due 11/1/27 $100,061

Gross Assessments	$ 154,573
Less: Discounts & Collections 7.5%	11,593
Net Assessments	**$ 142,980**

Product	Assessable Units	Total Gross Assessment	FY26 Gross Per Unit	FY27 Gross Per Unit	Increase/ (Decrease)
On Roll					
SF - 40'	125	$ 99,853.75	$ 798.83	$ 798.83	
SF - 50'	34	$ 33,950.02	$ 998.53	$ 998.53	$ -
SF - 80'	13	$ 20,769.45	$ 1,597.65	$ 1,597.65	$ -
Total	**172**	**$ 154,573**			

Darby

Community Development District

AMORTIZATION SCHEDULE

Debt Service Series 2024A-1 Special Assessment Revenue Bonds

Period	Outstanding Balance	Coupons	Principal	Interest	Annual Debt Service
11/01/26	3,520,000	4.800%	-	101,381	101,381
05/01/27	3,520,000	4.800%	55,000	101,381	
11/01/27	3,465,000	4.800%	-	100,061	256,443
05/01/28	3,465,000	4.800%	55,000	100,061	
11/01/28	3,410,000	4.800%	-	98,741	253,803
05/01/29	3,410,000	4.800%	60,000	98,741	
11/01/29	3,350,000	4.800%	-	97,301	256,043
05/01/30	3,350,000	4.800%	65,000	97,301	
11/01/30	3,285,000	4.800%	-	95,741	258,043
05/01/31	3,285,000	4.800%	65,000	95,741	
11/01/31	3,220,000	5.625%	-	94,181	254,923
05/01/32	3,220,000	5.625%	70,000	94,181	
11/01/32	3,150,000	5.625%	-	92,213	256,394
05/01/33	3,150,000	5.625%	75,000	92,213	
11/01/33	3,075,000	5.625%	-	90,103	257,316
05/01/34	3,075,000	5.625%	80,000	90,103	
11/01/34	2,995,000	5.625%	-	87,853	257,956
05/01/35	2,995,000	5.625%	80,000	87,853	
11/01/35	2,915,000	5.625%	-	85,603	253,456
05/01/36	2,915,000	5.625%	85,000	85,603	
11/01/36	2,830,000	5.625%	-	83,213	253,816
05/01/37	2,830,000	5.625%	90,000	83,213	
11/01/37	2,740,000	5.625%	-	80,681	253,894
05/01/38	2,740,000	5.625%	95,000	80,681	
11/01/38	2,645,000	5.625%	-	78,009	253,691
05/01/39	2,645,000	5.625%	105,000	78,009	
11/01/39	2,540,000	5.625%	-	75,056	258,066
05/01/40	2,540,000	5.625%	110,000	75,056	
11/01/40	2,430,000	5.625%	-	71,963	257,019
05/01/41	2,430,000	5.625%	115,000	71,963	
11/01/41	2,315,000	5.625%	-	68,728	255,691
05/01/42	2,315,000	5.625%	120,000	68,728	
11/01/42	2,195,000	5.625%	-	65,353	254,081
05/01/43	2,195,000	5.625%	130,000	65,353	
11/01/43	2,065,000	5.625%	-	61,697	257,050
05/01/44	2,065,000	5.625%	135,000	61,697	
11/01/44	1,930,000	6.000%	-	57,900	254,597
05/01/45	1,930,000	6.000%	145,000	57,900	
11/01/45	1,785,000	6.000%	-	53,550	256,450
05/01/46	1,785,000	6.000%	155,000	53,550	
11/01/46	1,630,000	6.000%	-	48,900	257,450
05/01/47	1,630,000	6.000%	165,000	48,900	
11/01/47	1,465,000	6.000%	-	43,950	257,850
05/01/48	1,465,000	6.000%	175,000	43,950	
11/01/48	1,290,000	6.000%	-	38,700	257,650
05/01/49	1,290,000	6.000%	185,000	38,700	
11/01/49	1,105,000	6.000%	-	33,150	256,850
05/01/50	1,105,000	6.000%	195,000	33,150	
11/01/50	910,000	6.000%	-	27,300	255,450
05/01/51	910,000	6.000%	205,000	27,300	
11/01/51	705,000	6.000%	-	21,150	253,450
05/01/52	705,000	6.000%	220,000	21,150	
11/01/52	485,000	6.000%	-	14,550	255,700
05/01/53	485,000	6.000%	235,000	14,550	
11/01/53	250,000	6.000%	-	7,500	257,050
05/01/54	250,000	6.000%	250,000	7,500	257,500
Total			**$3,520,000**	**$3,749,059**	**$7,269,059**

Darby

Community Development District

Approved Budget

Debt Service Series 2024A-2 Special Assessment Revenue Bonds

Description	Approved Budget FY2026	Actuals Thru 5/31/26	Projected Next 4 Months	Projected Thru 9/30/26	Approved Budget FY 2027
REVENUES:					
Special Assessments - Direct	$380,994	$-	$-	$-	$380,994
Interest Earnings	30,000	20,894	6,828	27,722	20,000
Prepayments	-	1,508,837	-	1,508,837	-
Carry Forward Surplus [1]	1,777,924	1,437,248	-	1,437,248	22,285
TOTAL REVENUES	**$2,188,918**	**$2,966,979**	**$6,828**	**$2,973,807**	**$423,279**
EXPENDITURES:					
Interest 11/1	$232,063	$148,931	$-	$148,931	$70,059
Special Call - 11/1	$1,315,000	1,175,000	-	1,175,000	-
Interest 2/1	$-	11,236	-	11,236	-
Special Call - 2/1	-	765,000	-	765,000	-
Interest 5/1	190,497	91,944	-	91,944	70,059
Special Call 5/1	-	745,000	-	745,000	-
TOTAL EXPENDITURES	**$1,737,559**	**$2,937,111**	**$-**	**$2,937,111**	**$140,119**
Other Sources/(Uses)					
Transfer In	$-	$1,309	$-	$1,309	$-
Transfer (Out)		(15,720)	-	(15,720)	-
TOTAL OTHER SOURCES/(USES)	**$-**	**$(14,411)**	**$-**	**$(14,411)**	**$-**
EXCESS REVENUES (EXPENDITURES)	**$451,359**	**$15,457**	**$6,828**	**$22,285**	**$283,160**

[1] Carry Forward is Net of Reserve Requirement

Interest Due 11/1/27 $70,059

Darby

Community Development District

AMORTIZATION SCHEDULE

Debt Service Series 2024A-2 Special Assessment Revenue Bonds

Period	Outstanding Balance	Coupons	Principal	Interest	Annual Debt Service
05/01/24	$9,765,000	5.875%	$-	$130,675	$-
11/01/24	9,765,000	5.875%	1,540,000	286,847	1,957,522
05/01/25	8,225,000	5.875%	3,155,000	241,609	
11/01/25	5,070,000	5.875%	1,940,000	148,931	148,931
05/01/26	3,130,000	5.875%	745,000	91,944	
11/01/26	2,385,000	5.875%	-	70,059	70,059
05/01/27	2,385,000	5.875%	-	70,059	
11/01/27	2,385,000	5.875%	-	70,059	140,119
05/01/28	2,385,000	5.875%	-	70,059	
11/01/28	2,385,000	5.875%	-	70,059	140,119
05/01/29	2,385,000	5.875%	-	70,059	
11/01/29	2,385,000	5.875%	-	70,059	140,119
05/01/30	2,385,000	5.875%	-	70,059	
11/01/30	2,385,000	5.875%	-	70,059	140,119
05/01/31	2,385,000	5.875%	-	70,059	
11/01/31	2,385,000	5.875%	-	70,059	140,119
05/01/32	2,385,000	5.875%	-	70,059	
11/01/32	2,385,000	5.875%	-	70,059	140,119
05/01/33	2,385,000	5.875%	-	70,059	
11/01/33	2,385,000	5.875%	-	70,059	140,119
05/01/34	2,385,000	5.875%	-	70,059	
11/01/34	2,385,000	5.875%	-	70,059	140,119
05/01/35	2,385,000	5.875%	2,385,000	70,059	2,455,059
Total			**$2,385,000**	**$1,261,069**	**$3,646,069**

Darby

Community Development District

Non-Ad Valorem Assessments Comparison

2026-2027

Neighborhood	O&M Units	Bonds 2024A1 Units	Bonds 2024A2 Units	Annual Maintenance Assessments			Annual Debt Assessments			Total Assessed Per Unit		
				FY 2027	**FY2026**	**Increase/ (decrease)**	**FY 2027**	**FY2026**	**Increase/ (decrease)**	**FY 2027**	**FY2026**	**Increase/ (decrease)**
				O&M	**O&M**	**Total**	**Series 2024A1**	**Series 2024A1**	**Total**	**Total Assessed Per Unit**		
Phase 1 and 2												
SF - 40'	125	125	0	**$732.91**	$596.27	**$136.64**	**$798.83**	$798.83	**$0.00**	**$1,531.74**	$1,395.10	**$136.64**
SF - 50'	34	34	0	**$732.91**	$596.27	**$136.64**	**$998.53**	$998.53	**$0.00**	**$1,731.44**	$1,594.80	**$136.64**
SF - 80'	13	13	0	**$732.91**	$596.27	**$136.64**	**$1,597.65**	$1,597.65	**$0.00**	**$2,330.56**	$2,193.92	**$136.64**
Total	172	172	0									

A.

RESOLUTION 2026-07
[FY 2027 APPROPRIATION RESOLUTION]

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

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

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

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

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

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

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

SECTION 1. BUDGET

a. The Proposed Budget, attached hereto as **Exhibit A,** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (**"Adopted Budget"**), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.

b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Darby Community Development District for the Fiscal Year Ending September 30, 2027."

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

SECTION 2. APPROPRIATIONS

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

SECTION 3. BUDGET AMENDMENTS

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

a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.

b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of $15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.

c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District's website in accordance with Section 189.016, *Florida Statutes*, and remain on the website for at least two (2) years.

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

PASSED AND ADOPTED THIS 14th DAY OF JULY, 2026.

ATTEST: **DARBY COMMUNITY DEVELOPMENT DISTRICT**

_____ _____

Secretary / Assistant Secretary Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2027 Budget

B.

RESOLUTION 2026-08
[FY 2027 ASSESSMENT RESOLUTION]

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

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

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

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

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

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

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

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

2. **OPERATIONS AND MAINTENANCE ASSESSMENTS.**

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

b. **O&M Assessment Imposition.** Pursuant to Chapter 190, *Florida Statutes*, a special assessment for operations and maintenance ("**O&M Assessment(s)**") is hereby levied and imposed on benefitted lands within the District and in accordance with **Exhibit A** and **Exhibit B**. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.

c. **Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.

3. **DEBT SERVICE SPECIAL ASSESSMENTS.** The District's Board hereby certifies for collection the FY 2027 installment of the District's previously levied debt service special assessments ("**Debt Assessments**," and together with the O&M Assessments, the "**Assessments**") in accordance with this Resolution and as further set forth in **Exhibit A** and **Exhibit B**, and hereby directs District staff to affect the collection of the same**.**

4. **COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.** Pursuant to Chapter 190, *Florida Statutes,* the District is authorized to collect and enforce the Assessments as set forth below.

a. **Tax Roll Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on the "**Tax Roll Property**" identified in **Exhibit B** shall be collected by the County Tax Collector at the same time and in the same manner as County property taxes in accordance with Chapter 197, *Florida Statutes* ("**Uniform Method**"). That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County property taxes. The District's Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.

b. **Direct Bill Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on "**Direct Collect Property**" identified in **Exhibit B** shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibit A** and **Exhibit B.** The District's Board finds and determines that such collection method is an efficient method of collection for the Direct Collect Property.

i. *Due Date (O&M Assessments).* O&M Assessments directly collected by the District shall be due and payable on the dates set forth in the invoices prepared by the District Manager, but no earlier than October 1st and no later than September 30th of FY 2027.

ii. *Due Date (Debt Assessments).* Debt Assessments directly collected by the District shall be due and payable in full on **December 1, 2026**; provided, however, that, to the extent permitted by law, the Debt Assessments due may be paid in two partial, deferred payments and on dates that are 30

days prior to the District's corresponding debt service payment dates all as set forth in the invoice(s) prepared by the District Manager.

iii. In the event that an Assessment payment is not made in accordance with the schedule(s) stated above, the whole of such Assessment, including any remaining partial, deferred payments for the Fiscal Year: 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, *Florida Statutes,* or other applicable law to collect and enforce the whole Assessment, as set forth herein.

c. **Future Collection Methods.** The District's decision to collect Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

5. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached hereto as **Exhibit B,** is hereby certified for collection. The Assessment Roll shall be collected pursuant to the collection methods provided above. The proceeds therefrom shall be paid to the District. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.

6. **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.

7. **EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED this 14th day of July, 2026.

ATTEST:

DARBY COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary / Assistant Secretary

By:_____

Its:_____

Exhibit A: Budget
Exhibit B: Assessment Roll

Darby

Community Development District

Approved Budget

FY 2027

July 14, 2026

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10 Assessment Schedule

Darby

Community Development District

Approved Budget
General Fund

Description	Adopted Budget FY2026	Actuals Thru 5/31/26	Projected Next 4 Months	Projected Thru 9/30/26	Approved Budget FY 2027
REVENUES:					
Special Assessments-Tax Roll	$94,867	$94,549	$318	$94,867	$116,606
Special Assessments-Direct	158,635	45,217	$113,418	158,635	164,272
Interest Earned	-	2,656	1,200	3,856	3,000
Facility Revenue	-	50	-	50	-
Carry Forward Surplus	87,636	-	-	-	43,432
TOTAL REVENUES	**$341,137**	**$142,472**	**$114,936**	**$257,407**	**$327,310**
EXPENDITURES:					
Administrative:					
Supervisor Fees	$12,000	$-	$-	$-	$-
FICA Taxes	918	-	-	-	-
Engineer	12,000	2,498	9,503	12,000	12,000
Attorney	25,000	4,427	5,000	9,427	15,000
Annual Audit	3,400	1,500	3,900	5,400	5,400
Assessment Administration	7,500	-	-	-	7,950
Arbitrage Rebate	600	-	450	450	450
Trustee Fees	5,200	7,176	-	7,176	5,900
District Management Fees	50,085	33,390	16,695	50,085	53,090
Dissemination Agent	7,875	5,250	2,625	7,875	8,348
Information Technology	2,003	1,335	668	2,003	2,124
Website Maintenance	1,336	891	445	1,336	1,416
Telephone	500	32	68	100	300
Postage & Delivery	1,500	86	1,414	1,500	1,500
Insurance General Liability and Public Officials Insurance	5,500	5,512	-	5,512	6,063
Printing & Binding	1,200	60	1,140	1,200	1,200
Legal Advertising	5,000	1,009	642	1,650	1,650
Other Current Charges	1,200	1,298	160	1,458	1,200
Office Supplies	1,197	1	10	11	1,197
Dues, Licenses & Subscriptions	175	175	-	175	175
TOTAL ADMINISTRATIVE	**$144,189**	**$64,638**	**$42,719**	**$107,357**	**$124,962**
Operations & Maintenance					
Landscape Maintenance	$39,468	$25,110	$12,600	$37,710	$40,652
Landscape Contingency	10,000	3,220	6,780	10,000	9,500
Lake Maintenance	7,000	-	-	-	7,000
Field Operations Management	12,000	7,000	4,000	11,000	12,840
Repairs & Maintenance	13,000	-	-	-	11,000
Irrigation Repairs	4,000	883	3,117	4,000	4,000
Electric	35,000	1,103	1,600	2,703	20,000
Water, Sewer, & Irrigation	15,000	7,963	6,400	14,363	30,000
Total Operations & Maintenance	**$135,468**	**$45,279**	**$34,497**	**$79,776**	**$134,992**

Darby

Community Development District

Approved Budget
General Fund

Description	Adopted Budget FY2026	Actuals Thru 5/31/26	Projected Next 4 Months	Projected Thru 9/30/26	Approved Budget FY 2027
Amenity Maintenance					
Insurance	$25,000	$-	-	$-	$25,000
Facility Management	10,000	5,833	3,333	9,167	10,700
Security	-	48	192	240	576
Pool Maintenance	6,000	3,167	2,000	5,167	9,900
Pool Chemicals	5,000	2,639	1,667	4,306	5,350
Pool Permits	530	-	-	-	530
Cable	2,200	-	1,100	1,100	2,200
Janitorial	6,000	2,639	1,667	4,306	5,350
Janitorial Supplies	-	-	-	-	1,000
Facility Maintenance	5,000	1,453	1,000	2,453	5,000
Pest Control	1,000	-	-	-	1,000
Refuse	750	104	-	104	750
Total Amenity Maintenance	**$61,480**	**$15,883**	**$10,959**	**$26,842**	**$67,356**
Reserve					
Capital Reserve	$ -	$-	$-	$-	$-
Total Reserve	**$-**	**$-**	**$-**	**$-**	**$-**
TOTAL EXPENDITURES	**$341,137**	**$125,801**	**$88,174**	**$213,975**	**$327,310**
EXCESS REVENUES (EXPENDITURES)	**$0**	**$16,671**	**$26,761**	**$43,432**	**$0**

Darby

Community Development District

Budget Narrative

REVENUES

Special Assessments-Tax Roll
The District will levy a Non-Ad Valorem assessment on all sold and platted parcels within the District in order to pay for the operating expenditures during the Fiscal Year or direct bill developers to cover operating expenses.

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

Expenditures - Administrative

Supervisors Fees
Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated $200 per meeting in which they attend.

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

District Engineering Fees
The District's engineer will provide general engineering services to the District, i.e. attendance and preparation for monthly board meetings, review of invoices, and other specifically requested assignments.

Attorney
The District's Attorney, will be providing general legal services to the District, i.e., attendance and preparation for monthly Board meetings, review of contracts, review of agreements and resolutions, and other research assigned as directed by the Board of Supervisors and the District Manager.

Annual Audit
The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is based on contracted fees from the previous year engagement plus anticipated increase.

Assessment Roll Administration
GMS, LLC provides assessment services for closing lot sales, assessment roll services with the local Tax Collector and financial advisory services.

Arbitrage Rebate
The District is required to annually have an arbitrage rebate calculation on the District's Series 2024 Special Assessment Revenue Bonds. The District will contract with an Independent Certified Accounting Firm to calculate the rebate liability and submit a report to the District.

Trustee Fees
The District bonds will be held and administered by a Trustee. This represents the trustee annual fee.

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

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

Information Technology
The District processes all of its financial activities, i.e. accounts payable, financial statements, etc. on a main frame computer leased by Governmental Management Services, LLC.

Darby

Community Development District

Budget Narrative

Expenditures - Administrative (continued)

Website Maintenance
Per Chapter 2014-22, Laws of Florida, all Districts must have a website to provide detailed information on the CDD as well as links to useful websites regarding Compliance issues. This website will be maintained by GMS, LLC and updated monthly.

Telephone
Phone, internet, and Wi-Fi service for Office.

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

Insurance General Liability and Public Officials
The District's General Liability & Public Officials Liability Insurance policy is with a qualified entity that specializes in providing insurance coverage to governmental agencies. The amount is based on estimated premium.

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

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

Current Other Charges
This includes monthly bank charges, amortization schedule fees, and any other miscellaneous expenses that incur during the year.

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

Due, Licenses & Subscriptions
The District is required to pay an annual fee to the Florida Department of Commerce for $175.

Expenditures – Operations

Landscape Maintenance
The District has contracted with Core Outdoors to maintain the common areas of the District.

Vendor	Monthly	Annual
Core Outdoors	$ 3,388	$ 40,652

Landscape Contingency
Other landscape costs not under contract, which includes landscape light repairs, tree removals, tree trimmings, additional mulching and new

Lake Maintenance
The District has contracted with vendor maintain the water quality in all the lakes in the Community.

Field Operations Manager
The District has contracted with Governmental Management Services to provide Field Operations services, to include supervision of operating and maintaining District's common areas and management of O&M related vendor contracts.

Repair & Maintenance
Cost of labor (when outsourced) and supplies for routine repairs and maintenance of the District's common areas.

Irrigation Repairs
Cost of miscellaneous repairs and maintenance to irrigation system.

Electric
The estimated cost for common area electric meters througout the District with JEA.

Meter	Location	Monthly	Annual
26180703	10932 Darbywood TL	$500.00	$6,000.00
	Contingency	$1,166.67	$14,000.00
		$1,666.67	$20,000.00

Water/Sewer/Irrigation
The District has various utility accounts with JEA for water, sewer, and irrigation used by the district.

Meter	Location	Monthly	Annual
100144214	10934 Darbywood Tl-Water	$100.00	$1,200.00
100144214	10934 Darbywood Tl-Sewer	$300.00	$3,600.00
514074237	10807 Darbywood Tl Apt IR01	$90.00	$1,080.00
99295197	10936 Darbywood Tl APT IR01	$300.00	$3,600.00
514089472	10989 Darbywood Tl Apt IR01	$450.00	$5,400.00
	Contingency	$1,260.00	$15,120.00
		$2,500.00	$30,000.00

Expenditures – Amenity

Insurance
The District's Property Insurance policy is with the EGIS, who specializes in providing insurance coverage to governmental agencies. The amount budgeted represents the estimated premium for property insurance related to two Amenity Centers and other district property facilities and capital assets.

Facility Management
Cost to provide management services for the Amenity Center.

Pool Maintenance
The estimated amount based on proposed contract with Governmental Management Services to provide maintenance of the Amenity Center swimming pool.

Pool Chemicals
The estimated amount based on proposed contract with Riverside Management Services and Poolsure to provide chemicals to maintain the Amenity Center swimming pool.

Pool Permits
Represents Permit Fees paid to the Department of Health for the swimming pool and spray ground area.

Cable
The District has various accounts to provide internet services for amenity center and gym.

Janitorial
The District will contract with Governmental Management Services to provide janitorial services for Amenity Center and will also include area maintenance services.

Vendor	Monthly	Annual
GMS	$445.83	$5,350.00

Janitorial Supplies
Purchase of janitorial supplies for cleaning as needed.

Facility Maintenance
Cost of labor (when outsourced) and supplies for routine repairs and maintenance of the District's common areas and Amenity Centers, to include painting, pressure washing, carpet cleaning and replacement of lighting in and around the facilities.

Pest Control
The District is contracted with Freedom Pest Control for pest control services

Refuse
The estimated cost of garbage disposal service will be provided by local company for the District.

Electric
The estimated cost for Amenity Center electric meters with JEA.

Water/Sewer/Irrigation
The estimated cost for water, sewer, and irrigation used by the amenity center provided by JEA.

Security
The monthly cost for Access Control - PDK Licensing by Integrated Access Solutions.

Darby

Community Development District

Approved Budget

Debt Service Series 2024A-1 Special Assessment Revenue Bonds

Description	Approved Budget FY2026	Actuals Thru 5/31/26	Projected Next 4 Months	Projected Thru 9/30/26	Approved Budget FY 2027
REVENUES:					
Special Assessments-Tax Roll	$142,980	$142,501	$479	$142,980	$142,980
Special Assessments-Direct	115,085	142,175	-	142,175	-
Interest Earnings	10,000	11,742	4,560	16,302	10,000
Carry Forward Surplus [1]	173,966	172,770	-	172,770	178,663
TOTAL REVENUES	**$442,031**	**$469,188**	**$5,039**	**$474,227**	**$331,643**
EXPENDITURES:					
Interest 11/1	$102,581	$102,581	$-	$102,581	$101,381
Interest 5/1	102,581	102,581	-	102,581	101,381
Principal 5/1	50,000	50,000	-	50,000	55,000
TOTAL EXPENDITURES	**$255,163**	**$255,163**	**$-**	**$255,163**	**$257,763**
Other Sources/(Uses)					
Transfer In	$-	$20,355	$-	$20,355	$-
Transfer (Out)	-	(60,757)	-	(60,757)	-
TOTAL OTHER SOURCES/(USES)	**$-**	**$(40,402)**	**$-**	**$(40,402)**	**$-**
EXCESS REVENUES (EXPENDITURES)	**$186,869**	**$173,624**	**$5,039**	**$178,663**	**$73,881**

[1] Carry Forward is Net of Reserve Requirement

Interest Due 11/1/27 $100,061

Gross Assessments	$ 154,573
Less: Discounts & Collections 7.5%	11,593
Net Assessments	**$ 142,980**

Product	Assessable Units	Total Gross Assessment	FY26 Gross Per Unit	FY27 Gross Per Unit	Increase/ (Decrease)
On Roll					
SF - 40'	125	$ 99,853.75	$ 798.83	$ 798.83	
SF - 50'	34	$ 33,950.02	$ 998.53	$ 998.53	$ -
SF - 80'	13	$ 20,769.45	$ 1,597.65	$ 1,597.65	$ -
Total	**172**	**$ 154,573**			

Darby

Community Development District

AMORTIZATION SCHEDULE

Debt Service Series 2024A-1 Special Assessment Revenue Bonds

Period	Outstanding Balance	Coupons	Principal	Interest	Annual Debt Service
11/01/26	3,520,000	4.800%	-	101,381	101,381
05/01/27	3,520,000	4.800%	55,000	101,381	
11/01/27	3,465,000	4.800%	-	100,061	256,443
05/01/28	3,465,000	4.800%	55,000	100,061	
11/01/28	3,410,000	4.800%	-	98,741	253,803
05/01/29	3,410,000	4.800%	60,000	98,741	
11/01/29	3,350,000	4.800%	-	97,301	256,043
05/01/30	3,350,000	4.800%	65,000	97,301	
11/01/30	3,285,000	4.800%	-	95,741	258,043
05/01/31	3,285,000	4.800%	65,000	95,741	
11/01/31	3,220,000	5.625%	-	94,181	254,923
05/01/32	3,220,000	5.625%	70,000	94,181	
11/01/32	3,150,000	5.625%	-	92,213	256,394
05/01/33	3,150,000	5.625%	75,000	92,213	
11/01/33	3,075,000	5.625%	-	90,103	257,316
05/01/34	3,075,000	5.625%	80,000	90,103	
11/01/34	2,995,000	5.625%	-	87,853	257,956
05/01/35	2,995,000	5.625%	80,000	87,853	
11/01/35	2,915,000	5.625%	-	85,603	253,456
05/01/36	2,915,000	5.625%	85,000	85,603	
11/01/36	2,830,000	5.625%	-	83,213	253,816
05/01/37	2,830,000	5.625%	90,000	83,213	
11/01/37	2,740,000	5.625%	-	80,681	253,894
05/01/38	2,740,000	5.625%	95,000	80,681	
11/01/38	2,645,000	5.625%	-	78,009	253,691
05/01/39	2,645,000	5.625%	105,000	78,009	
11/01/39	2,540,000	5.625%	-	75,056	258,066
05/01/40	2,540,000	5.625%	110,000	75,056	
11/01/40	2,430,000	5.625%	-	71,963	257,019
05/01/41	2,430,000	5.625%	115,000	71,963	
11/01/41	2,315,000	5.625%	-	68,728	255,691
05/01/42	2,315,000	5.625%	120,000	68,728	
11/01/42	2,195,000	5.625%	-	65,353	254,081
05/01/43	2,195,000	5.625%	130,000	65,353	
11/01/43	2,065,000	5.625%	-	61,697	257,050
05/01/44	2,065,000	5.625%	135,000	61,697	
11/01/44	1,930,000	6.000%	-	57,900	254,597
05/01/45	1,930,000	6.000%	145,000	57,900	
11/01/45	1,785,000	6.000%	-	53,550	256,450
05/01/46	1,785,000	6.000%	155,000	53,550	
11/01/46	1,630,000	6.000%	-	48,900	257,450
05/01/47	1,630,000	6.000%	165,000	48,900	
11/01/47	1,465,000	6.000%	-	43,950	257,850
05/01/48	1,465,000	6.000%	175,000	43,950	
11/01/48	1,290,000	6.000%	-	38,700	257,650
05/01/49	1,290,000	6.000%	185,000	38,700	
11/01/49	1,105,000	6.000%	-	33,150	256,850
05/01/50	1,105,000	6.000%	195,000	33,150	
11/01/50	910,000	6.000%	-	27,300	255,450
05/01/51	910,000	6.000%	205,000	27,300	
11/01/51	705,000	6.000%	-	21,150	253,450
05/01/52	705,000	6.000%	220,000	21,150	
11/01/52	485,000	6.000%	-	14,550	255,700
05/01/53	485,000	6.000%	235,000	14,550	
11/01/53	250,000	6.000%	-	7,500	257,050
05/01/54	250,000	6.000%	250,000	7,500	257,500
Total			**$3,520,000**	**$3,749,059**	**$7,269,059**

Darby

Community Development District

Approved Budget

Debt Service Series 2024A-2 Special Assessment Revenue Bonds

Description	Approved Budget FY2026	Actuals Thru 5/31/26	Projected Next 4 Months	Projected Thru 9/30/26	Approved Budget FY 2027
REVENUES:					
Special Assessments - Direct	$380,994	$-	$-	$-	$380,994
Interest Earnings	30,000	20,894	6,828	27,722	20,000
Prepayments	-	1,508,837	-	1,508,837	-
Carry Forward Surplus [1]	1,777,924	1,437,248	-	1,437,248	22,285
TOTAL REVENUES	**$2,188,918**	**$2,966,979**	**$6,828**	**$2,973,807**	**$423,279**
EXPENDITURES:					
Interest 11/1	$232,063	$148,931	$-	$148,931	$70,059
Special Call - 11/1	$1,315,000	1,175,000	-	1,175,000	-
Interest 2/1	$-	11,236	-	11,236	-
Special Call - 2/1	-	765,000	-	765,000	-
Interest 5/1	190,497	91,944	-	91,944	70,059
Special Call 5/1	-	745,000	-	745,000	-
TOTAL EXPENDITURES	**$1,737,559**	**$2,937,111**	**$-**	**$2,937,111**	**$140,119**
Other Sources/(Uses)					
Transfer In	$-	$1,309	$-	$1,309	$-
Transfer (Out)		(15,720)	-	(15,720)	-
TOTAL OTHER SOURCES/(USES)	**$-**	**$(14,411)**	**$-**	**$(14,411)**	**$-**
EXCESS REVENUES (EXPENDITURES)	**$451,359**	**$15,457**	**$6,828**	**$22,285**	**$283,160**

[1] Carry Forward is Net of Reserve Requirement

Interest Due 11/1/27 $70,059

Darby

Community Development District

AMORTIZATION SCHEDULE

Debt Service Series 2024A-2 Special Assessment Revenue Bonds

Period	Outstanding Balance	Coupons	Principal	Interest	Annual Debt Service
05/01/24	$9,765,000	5.875%	$-	$130,675	$-
11/01/24	9,765,000	5.875%	1,540,000	286,847	1,957,522
05/01/25	8,225,000	5.875%	3,155,000	241,609	
11/01/25	5,070,000	5.875%	1,940,000	148,931	148,931
05/01/26	3,130,000	5.875%	745,000	91,944	
11/01/26	2,385,000	5.875%	-	70,059	70,059
05/01/27	2,385,000	5.875%	-	70,059	
11/01/27	2,385,000	5.875%	-	70,059	140,119
05/01/28	2,385,000	5.875%	-	70,059	
11/01/28	2,385,000	5.875%	-	70,059	140,119
05/01/29	2,385,000	5.875%	-	70,059	
11/01/29	2,385,000	5.875%	-	70,059	140,119
05/01/30	2,385,000	5.875%	-	70,059	
11/01/30	2,385,000	5.875%	-	70,059	140,119
05/01/31	2,385,000	5.875%	-	70,059	
11/01/31	2,385,000	5.875%	-	70,059	140,119
05/01/32	2,385,000	5.875%	-	70,059	
11/01/32	2,385,000	5.875%	-	70,059	140,119
05/01/33	2,385,000	5.875%	-	70,059	
11/01/33	2,385,000	5.875%	-	70,059	140,119
05/01/34	2,385,000	5.875%	-	70,059	
11/01/34	2,385,000	5.875%	-	70,059	140,119
05/01/35	2,385,000	5.875%	2,385,000	70,059	2,455,059
Total			**$2,385,000**	**$1,261,069**	**$3,646,069**

Darby

Community Development District

Non-Ad Valorem Assessments Comparison

2026-2027

Neighborhood	O&M Units	Bonds 2024A1 Units	Bonds 2024A2 Units	Annual Maintenance Assessments			Annual Debt Assessments			Total Assessed Per Unit		
				FY 2027	**FY2026**	**Increase/ (decrease)**	**FY 2027**	**FY2026**	**Increase/ (decrease)**	**FY 2027**	**FY2026**	**Increase/ (decrease)**
				O&M	**O&M**	**Total**	**Series 2024A1**	**Series 2024A1**	**Total**	**Total Assessed Per Unit**		
Phase 1 and 2												
SF - 40'	125	125	0	**$732.91**	$596.27	**$136.64**	**$798.83**	$798.83	**$0.00**	**$1,531.74**	$1,395.10	**$136.64**
SF - 50'	34	34	0	**$732.91**	$596.27	**$136.64**	**$998.53**	$998.53	**$0.00**	**$1,731.44**	$1,594.80	**$136.64**
SF - 80'	13	13	0	**$732.91**	$596.27	**$136.64**	**$1,597.65**	$1,597.65	**$0.00**	**$2,330.56**	$2,193.92	**$136.64**
Total	172	172	0									

TWELFTH ORDER OF BUSINESS

RESOLUTION 2026-09

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE DARBY 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 14th day of July, 2026.

ATTEST:	**DARBY COMMUNITY DEVELOPMENT DISTRICT**
_____	_____
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

Exhibit A: Rules of Procedure

EXHIBIT A:

RULES OF PROCEDURE

RULES OF PROCEDURE
DARBY COMMUNITY DEVELOPMENT DISTRICT
RULE NO. 2026-___

EFFECTIVE AS OF _____, 2026

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Rule 1.0 General.

(1) The Darby Community Development District (the "**District**") was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the "**Rules**") is to describe the general operations of the District.

(2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.

(3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by e-mail or facsimile transmission. Filings are only accepted during normal business hours.

(4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

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

Rule 1.1 Board of Supervisors; Officers and Voting.

(1) Board of Supervisors. The Board of Supervisors of the District (the "**Board**") shall consist of five (5) members. Members of the Board ("**Supervisors**") appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.

(a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.

(b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.

(c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.

(d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.

(2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.

(a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District's behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a

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

(b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.

(c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars ($1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars ($1,000,000) that names the District as an additional insured.

(d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars ($1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars ($1,000,000) that names the District as an additional insured.

(e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

(f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.

(g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.

(3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.

(4) Record Book. The Board shall keep a permanent record book entitled "**Record of Proceedings**," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.

(5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation within the county or counties in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.

(6) Votes Required. No Board member who is present at any meeting of the District Board at which an official decision, ruling, or other official act is to be taken or adopted may abstain from voting in regard to any such decision, ruling, or act; and a vote shall be recorded or counted for each such Board member present, except when, with respect to any such member, there is, or appears to be, a possible conflict of interest under the provisions of s. 112.311, s. 112.313, or s. 112.3143 of the Florida Statutes.

(7) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "**voting conflict of interest**" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.

(a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's

Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

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

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

(b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.

(c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.

(d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 112.3143, 190.006, 190.007, 286.012, Fla. Stat.

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

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

(a) Agenda packages for prior 24 months and next meeting;

(b) Official minutes of meetings, including adopted resolutions of the Board;

(c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;

(d) Adopted engineer's reports;

(e) Adopted assessment methodologies/reports;

(f) Adopted disclosure of public financing;

(g) Limited Offering Memorandum for each financing undertaken by the District;

(h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;

(i) District policies and rules;

(j) Fiscal year end audits; and

(k) Adopted budget for the current fiscal year.

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

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

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

(3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.

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

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

(5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.

(6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

(1) Notice. Except in emergencies, or as otherwise authorized or required by statute or these Rules, at least seven (7) days', but not more than thirty (30) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation within the county or counties in which the District is located. A newspaper is deemed to be a newspaper of "**general circulation**" in the county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1) of the Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published, as such provisions may be amended from time to time by law. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published as provide in Chapter 50 of the Florida Statutes, and such notice published consistent therewith shall satisfy the requirement to give at least seven (7) days' public notice as required herein. Each Notice shall state, as applicable:

(a) The date, time and place of the meeting, hearing or workshop;

(b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;

(c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and

(d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (904) 940-5850. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."

(e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

(f) The following or substantially similar language: "The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record."

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

(2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.

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

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

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

Supervisor's requests and comments

Adjournment

(4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.

(5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.

(6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation within the county in which the District is located. After an emergency meeting, the Board shall publish in a newspaper of general circulation within the county in which the District is located, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.

(7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.

(8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board or as otherwise provided in the resolution approving the annual budget(s). Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

(9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

(10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.

(11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.

(12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:

(a) The Board identifies on the record at the original meeting a reasonable need for a continuance;

(b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and

(c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.

(13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and

the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

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

(a) Prevent and detect "**fraud**," "**waste**" and "**abuse**" as those terms are defined in section 11.45(1),

(b) Florida Statutes; and

(c) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and

(d) Support economical and efficient operations; and

(e) Ensure reliability of financial records and reports; and

(f) Safeguard assets.

(2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

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

Rule 2.0 Rulemaking Proceedings.

(1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules, in accordance with the requirements of Section 190.011(5) of the Florida Statutes, and Chapter 120 of the Florida Statutes, including but not limited to Section 120.81(2)(b) of the Florida Statutes. Rulemaking proceedings shall be deemed to have been initiated upon publication of a Notice of Rule Development by the District as required by Section 2 of this Rule. A "**rule**" is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District. Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.

(2) Requirements of a Rule. All District rules as drafted shall:

(a) Contain only one subject;

(b) Include readable language, meaning it avoids i) the use of obscure words and unnecessarily long or complicated constructions, and ii) the use of unnecessary technical or specialized language that is understood only by members of particular trades or professions;

(c) Be indefinite such that the rule does not include a provision whereby the rule, or a portion thereof, automatically expires or is repealed on a specific date or at the end of a specified period, unless otherwise expressly authorized by law; and

(d) Only incorporate material by reference in compliance with Section 120.54(1)(i) of the Florida Statutes.

(3) Statement of Estimated Regulatory Costs. Before adopting, amending, or repealing any rule, other than an emergency rule, the District may prepare a statement of estimated regulatory costs ("**SERC**") based on the factors set forth in Section 120.541(2) of the Florida Statutes. The District shall prepare a SERC for a proposed rule if in accordance with the requirements of Section 120.541(2) of the Florida Statutes if: i) the proposed rule will have an adverse economic impact on small business; or ii) the proposed rule is likely to directly or indirectly increase regulatory costs in excess of $200,000 in the aggregate in the state within one (1) year after implementation of the rule.

(4) Notice of Rule Development.

(a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of a proposed rule ("**Notice of Rule Development**") setting forth the following:

(i) the subject area to be addressed by rule development;

(ii) A short, plain explanation of the purpose and effect of the proposed rule;

(iii) The grant of rulemaking authority for the proposed rule;

(iv) The law being implemented;

(v) The proposed rule number; and

(vi) If available, either the preliminary text of the proposed rule and any incorporated documents, or a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft of such rule or documents.

(b) The Notice of Rule Development shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the Notice of Rulemaking required by Section 5 of this Rule, and at least thirty-five (35) days prior to the intended action.

(5) Notice of Rulemaking.

(a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall provide notice of its intended action (the "**Notice of Rulemaking**") setting forth the following:

(i) A short, plain explanation of the purpose and effect of the proposed rule;

(ii) The proposed rule number;

(iii) A summary of the proposed rule or amendment;

(v) The grant of rulemaking authority for the proposed rule;

(vi) The law being implemented or interpreted;

(vii) The name, e-mail address, and telephone number of the agency employee who may be contacted regarding the intended action;

(viii) A concise summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, that describes the regulatory impact of the rule in readable language;

(ix) The District's website where the statement of estimated regulatory costs can be viewed, in its entirety, if one has been prepared;

(x) A statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice;

(xi) A statement as to whether, based on the SERC or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3) of the Florida Statutes;

(x) The date, time, and location of the public hearing on the proposed rule;

(xi) The name, address, and telephone number of the District contact person who can provide information about the public hearing; and

(xii) A reference to both the date on which and the place where the Notice of Rule Development required by Section 4 of this Rule appeared, except when the intended action is the repeal of a rule.

(b) The Notice of Rulemaking shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days after the Notice of Rule Development required by Section 4 of this Rule, and at least twenty-eight (28) days prior to the intended action. If the Notice of Rulemaking is not published within one-hundred eighty (180) days of the publication of the Notice of Rule Development, then the District's Board shall approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.

(c) The Notice of Rulemaking shall be mailed or delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days before publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice of the District's rulemaking proceedings. Such persons must furnish a mailing address or e-

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

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

(6) Modification of Rules.

(a) Technical Changes.

(i) Prior to rule adoption, the District shall publish a notice of correction ("**Notice of Correction**") if any of the information that is required to be included in the Notice of Rulemaking, including technical changes that correct citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, is omitted or is incorrect. A Notice of Correction cannot be used to make substantive changes to the rule text. The Notice of Correction shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the intended action.

(ii) After rule adoption, a technical change to a rule may be approved at any time by the District. Promptly thereafter, a Notice of Correction shall be published by the District in the manner set forth in Section 6(a)(i) of this Rule.

(b) Substantive Changes.

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

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

2. In response to written materials submitted to the District; or

3. In response to an objection with the proposed rule by the District Board.

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

(7) Withdrawal of Proposed Rules.

(a) Prior to the adoption of a rule, the District may elect to withdraw the proposed rule in whole or in part. After a rule has become effective, the District may only amend or repeal the rule through initiating the rulemaking procedures set forth in this Rule.

(b) Prior to the adoption of a rule, the District shall withdraw the proposed rule if the District has either failed to adopt such rule within one-hundred eighty (180) days of the publication of the Notice of Rule Development required by Section 4 of this Rule or to approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.

(c) In the event of a withdrawal of a proposed rule, the District shall publish a notice ("**Notice of Rule Withdrawal**") in a newspaper of general circulation within the county or counties in which the District is located, and shall provide notice to those persons set forth in Section 5(c) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings.

(d) Within fifteen (15) days after the end of each calendar quarter, the District shall compile and post on its website a list of each failure to publish a Notice of Rulemaking within the timeframe prescribed by Section 5(b) of this Rule, which list shall include the information set forth in Section 120.54(3)(d)(7) of the Florida Statutes. The District is only required to provide such posting in any calendar quarter(s) in which there is an actual failure to timely publish a Notice of Rulemaking, if any.

(8) Rule Development Workshops.

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

(b) If a workshop is held, the District must ensure that the person(s) responsible for preparing the rule and the SERC, if applicable, are available to explain the District's proposed rule and to respond to questions or comments regarding the rule being developed.

(c) The notice of any workshop shall be published in a newspaper of general circulation within the county or counties in which the District is located at least fourteen (14) days prior to the workshop setting forth the following:

(i) The place, date, and time of the workshop;

(ii) The subject area that will be addressed; and

(iii) The District Manager's contact information.

(9) Petitions to Initiate Rulemaking.

(a) All Petitions to Initiate Rulemaking Proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. District staff shall forward a copy of the petition to the District's Board within seven (7) days of its receipt.

(b) If the petition is directed to an adopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.

(c) If the petition is directed to an unadopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking, or ii) set a public hearing to consider whether the public interest is served adequately by the application of the proposed rule on a case-by-case basis, as contrasted with its formal adoption as a rule.

(i) If the District elects to hold a public hearing, notice of the public hearing ("**Notice of Rulemaking Petition Public Hearing**") shall be published in a newspaper of general circulation within the county or counties in which the District is located. The public hearing shall be held by the District within thirty (30) days after publication of the Notice of Rulemaking Petition Public Hearing.

(ii) Not later than thirty (30) days following the date of the public hearing held pursuant to Section 9(c)(i) of this Rule, the District

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

1. If the District decides to initiate rulemaking it shall proceed with the rulemaking process as set forth in this Rule.

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

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

(10) Public Hearing.

(a) The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the Notice of Rulemaking, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. When a public hearing is held, the District shall ensure that staff is available to explain the proposed rule and to respond to questions or comments regarding the proposed rule. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.

(b) The District shall publish notice of the public hearing ("**Notice of Public Hearing**") in a newspaper of general circulation within the county or counties in which the District is located, either in the text of the Notice of Rulemaking or in a separate publication at least seven (7) days before the scheduled public hearing. The Notice of Public Hearing shall include the following information:

(i) The date, time, and location of the public hearing; and

(ii) The name, address, and telephone number of the District contact person who can provide information about the public hearing.

(11) Emergency Rule Adoption.

(a) The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action or if the Legislature authorizes the District to adopt emergency rules. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District.

(b) At the time or prior to the adoption of an emergency rule, the District shall post on its website a notice regarding its adoption of the emergency rule (the "**Notice of Emergency Rule**") which includes the specific facts and reasons for finding an immediate danger to the public health, safety, or welfare and its reasons for concluding that procedure used is fair under the circumstances. The Notice of Emergency Rule shall thereafter be promptly published in a newspaper of general circulation within the county or counties in which the District is located, and shall include the following information:

(i) The full text of the rule(s); and

(ii) The District's findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.

(c) An emergency rule shall be effective immediately upon adoption by the District, or on a date less than twenty (20) days thereafter if specified in the emergency rule if the District finds that a later effective date is necessary because of immediate danger to the public health, safety, or welfare. An emergency rule may not be effective for a period of more than ninety (90) days after adoption and may not be renewable, unless the District has initiated rulemaking to adopt rules addressing the subject of the emergency rule and either i) a challenge to the proposed rules has been filed and remains pending or ii) the proposed rules are awaiting ratification by the Legislature, if applicable. Nothing in this paragraph prohibits the District from adopting a rule identical to the emergency rule through the non-emergency rulemaking procedures set forth in this Rule.

(i) If an emergency rule is being renewed in accordance with Section 11(d) of this Rule, notice of the renewal of the emergency rule (the "**Notice of Renewal of Emergency Rule**") shall be published before the expiration of the existing emergency rule. The Notice of Renewal of Emergency Rule shall be published in a newspaper of general circulation within the county or counties in which the

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

(ii) For emergency rules with an effective period of longer than ninety (90) days which are intended to replace an existing rule, the Rulemaking Record for the existing rule, as required by Section 13 of this Rule, shall specifically identify the emergency rule that is intended to supersede the existing rule as well as the date that the emergency rule was adopted by the District.

(d) The District may supersede an emergency rule in effect through the adoption of another emergency rule before the superseded rule expires. The District shall post on its website and publish a Notice of Emergency Rule, in accordance with Section 11(b) of this Rule, identifying the reason for adopting the superseding rule. The superseding rule shall not be in effect longer than the duration of the effective period of the superseded rule.

(e) The District may make technical changes to an emergency rule within the first seven (7) days after the rule is adopted, and such changes shall be published in a Notice of Correction as set forth in Section 6(a) of this Rule.

(f) The District may repeal an emergency rule before it expires by publishing a notice ("**Notice of Repeal of Emergency Rule**") in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Repeal of Emergency Rule shall include the following information:

(i) The full text of the emergency rule and a summary thereof;

(ii) The rule number; and

(iii) A short and plain explanation as to why the conditions specified in the Notice of Emergency Rule no longer require the emergency rule.

(12) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation within the county or counties in which the District is located.

(13) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record ("**Rulemaking Record**") which shall be on file with the District at least twenty-one (21) days prior to the proposed adoption date of the rule. The Rulemaking Record shall include, as applicable:

(a) A copy of the rule;

(b) Any material incorporated by reference in the rule;

(c) A detailed written statement of the facts and circumstances justifying the proposed rule;

(d) Any SERC for the rule, if required by Section 120.54(3)(b)1. of the Florida Statutes or otherwise prepared, and any information created or used by the District in determining whether a SERC is required;

(e) A statement of the extent to which the proposed rule relates to federal standards on rules on the same subject;

(f) The Notice of Rule Development, Notice of Rulemaking, and notice(s) of any workshops held pursuant to Section 8 of this Rule; and

(g) If an emergency rule is intended to supersede an existing rule, the emergency rule number and the date that the emergency rule was adopted by the District.

(14) Petitions to Challenge Rules.

(a) Any person substantially affected by a proposed or existing rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.

(i) A petition alleging the invalidity of a proposed rule shall be filed within twenty-one (21) days after the date of publication of Notice of Rulemaking, within ten (10) days after the final public hearing is held on the proposed rule; within twenty (20) days after the SERC or revised SERC has been prepared and made available as provided in Section 120.541(1)(d) of the Florida Statutes, if applicable; or within twenty (20) days after the date of publication of the Notice of Rule Withdrawal required by Section 7(c) of this Rule.

(ii) A petition alleging the invalidity of an existing rule may be filed at any time during which the rule is in effect.

(b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a proposed or existing rule is substantially affected by it. A person who is not substantially affected by the proposed rule as initially noticed, but who is substantially affected by the rule as a result of a change, may challenge any provision of the resulting proposed rule.

(c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, or seven (7) days if the challenge relates to an emergency rule, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, or fourteen (14) days if the challenge relates to an emergency rule, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.

(d) At the hearing, the petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

(e) Hearings held under this section shall be de novo in nature. For proposed rules, the petitioner has the burden to prove by a preponderance of the evidence that it would be substantially affected by the proposed rule, and the District has the burden to prove by a preponderance of the evidence that the proposed rule is not an invalid exercise of delegated legislative authority as to the objections raised. For existing rules, the petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. During the hearing, the hearing officer may:

(i) Administer oaths and affirmations;

(ii) Rule upon offers of proof and receive relevant evidence;

(iii) Regulate the course of the hearing, including any pre-hearing matters;

(iv) Enter orders; and

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

(f) Within thirty (30) days after the hearing, or fourteen (14) days of the challenge relate to an emergency rule, the hearing officer shall render a decision and state the reasons therefor in writing. The hearing officer's order shall be considered final agency action. The hearing officer may declare all or part of a proposed or existing rule invalid. For a proposed rule, the proposed rule or provision thereof declared invalid shall not be adopted unless the decision of the hearing officer is reversed on appeal. In

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

(15) Variances and Waivers. A "**variance**" means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A "**waiver**" means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:

(a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "**substantial hardship**" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "**principles of fairness**" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.

(b) A person who is subject to regulation by a District rule may file a petition with the District, requesting a variance or waiver from the District's rule. Each petition shall specify:

(i) The rule from which a variance or waiver is requested;

(ii) The type of action requested;

(iii) The specific facts that would justify a waiver or variance for the petitioner; and

(iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.

(c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.

(d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action. The District shall maintain a record of the type and disposition of each petition filed.

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

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.
Law Implemented: §§ 120.54, 120.542, 120.5435, 120.56, 120.81(2), 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

(1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.

(2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.

(3) Definitions.

(a) "**Competitive Solicitation**" means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.

(b) "**Continuing Contract**" means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars ($2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars ($200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.

(c) "**Contractual Service**" means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.

(d) "**Design-Build Contract**" means a single contract with a Design-Build Firm for the design and construction of a public construction project.

(e) "**Design-Build Firm**" means a partnership, corporation or other legal entity that:

(i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or

(ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.

(f) "**Design Criteria Package**" means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District's Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.

(g) "**Design Criteria Professional**" means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.

(h) "**Emergency Purchase**" means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where

the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

(i) "**Invitation to Bid**" is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.

(j) "**Invitation to Negotiate**" means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.

(k) "**Negotiate**" means to conduct legitimate, arm's length discussions and conferences to reach an agreement on a term or price.

(l) "**Professional Services**" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.

(m) "**Proposal (or Reply or Response) Most Advantageous to the District**" means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:

(i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;

(ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and

(iii) For a cost to the District deemed by the Board to be reasonable.

(n) "**Purchase**" means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.

(o) "**Request for Proposals**" or "**RFP**" is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and

requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

(p) "**Responsive and Responsible Bidder**" means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. "Responsive and Responsible Vendor" means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:

(i) The ability and adequacy of the professional personnel employed by the entity/individual;

(ii) The past performance of the entity/individual for the District and in other professional employment;

(iii) The willingness of the entity/individual to meet time and budget requirements;

(iv) The geographic location of the entity's/individual's headquarters or office in relation to the project;

(v) The recent, current, and projected workloads of the entity/individual;

(vi) The volume of work previously awarded to the entity/individual;

(vii) Whether the cost components of the bid or proposal are appropriately balanced; and

(viii) Whether the entity/individual is a certified minority business enterprise.

(q) "**Responsive Bid**," "**Responsive Proposal**," "**Responsive Reply**," and "**Responsive Response**" all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the

Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

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

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

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

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

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

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

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

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

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

(4) Competitive Selection.

(a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:

(i) The ability and adequacy of the professional personnel employed by each consultant;

(ii) Whether a consultant is a certified minority business enterprise;

(iii) Each consultant's past performance;

(iv) The willingness of each consultant to meet time and budget requirements;

(v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;

(vi) The recent, current, and projected workloads of each consultant; and

(vii) The volume of work previously awarded to each consultant by the District.

(b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.

(c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

(d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

(a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.

(b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."

(c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.

(d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

(6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.

(8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. "**Auditing Services**" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1) Establishment of Auditor Selection Committee. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("**Committee**"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

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

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

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

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

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

(iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

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

(b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:

(i) Ability of personnel;

(ii) Experience;

(iii) Ability to furnish the required services; and

(iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

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

(3) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (2) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.

(4) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals ("**RFP**"). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals, which may be submitted either electronically or via hard copy as determined by the District and provided for in the RFP. For the avoidance of doubt, the Proposals shall not be required to be publicly opened at the date, time, and place provided for in the RFP relative to the submission of Proposals.

(5) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (2)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.

(6) Board Selection of Auditor.

(a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

(b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.

(c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

(d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is

reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

(7) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:

(a) A provision specifying the services to be provided and fees or other compensation for such services;

(b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;

(c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;

(d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.

(e) Provisions required by law that require the auditor to comply with public records laws.

(8) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the RFP. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

(1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.

(2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:

(a) The Board shall cause to be prepared a Notice of Invitation to Bid.

(b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall allow at least fourteen (14) days for submittal of bids.

(c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.

(d) Bids shall be opened at the time and place noted in the Invitation to Bid.

(e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.

(f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.

(g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee

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

(h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

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

Rule 3.4 Pre-qualification

(1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.

(2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:

(a) The Board shall cause to be prepared a Request for Qualifications.

(b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days' notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.

(c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the county or counties in which the project is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars ($250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars ($250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars ($500,000).

(d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.

(e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:

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

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

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

(iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

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

(g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.

(h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.

(i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

(j) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

(k) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(2) Suspension, Revocation, or Denial of Qualification

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

(i) One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.

(ii) Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.

(iii) The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.

(iv) The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.

(v) The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the

subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.

(vi) The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.

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

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

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

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

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

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

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

2. The term "**convicted**" or "**conviction**" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of

record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

(c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.

(d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.

(e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

(i) Impacts on project schedule, cost, or quality of work;

(ii) Unsafe conditions allowed to exist;

(iii) Complaints from the public;

(iv) Delay or interference with the bidding process;

(v) The potential for repetition;

(vi) Integrity of the public contracting process;

(vii) Effect on the health, safety, and welfare of the public.

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

Rule 3.5 Construction Contracts, Not Design-Build.

(1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars ($500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, or to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

(d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

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

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

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

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

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

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

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

(g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.

(i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

(j) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

(k) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board

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

(l) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.

(4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.

(6) Exceptions. This Rule is inapplicable when:

(a) The project is undertaken as repair or maintenance of an existing public facility;

(b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;

(c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or

(d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

(1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:

(2) Procedure.

(a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.

(b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.

(c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.

(i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.

(ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation within the county in which the project is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars ($500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.

2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:

    a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;

    b. Hold all required applicable federal licenses in good standing, if any;

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

    d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

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

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

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

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.

5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.

6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.

7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of

the Board meeting where the proposals were evaluated if so provided for in the Design Criteria Package. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.

9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.

10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.

(3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

(5) Exceptions. This Rule is inapplicable when:

(a) The project is undertaken as repair or maintenance of an existing public facility;

(b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;

(c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or

(d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

(1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.

(2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of $200,000, the Board shall require that the contractor, before commencing the work, execute and record a payment and performance bond, or other acceptable surety, in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.

(3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding $200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

(1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of "**goods, supplies, and materials**" do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

(d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

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

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

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

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

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

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

(g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest 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 proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which

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

(3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.

(4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.

(5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.

(6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

(1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

(d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

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

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

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of

the Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

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

(g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

(i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

(j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.

(3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.

(4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.

(5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

Rule 3.10 Contractual Services.

(1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.

(2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

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

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

(1) Filing.

(a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

(b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award or after posting on the District's website if so provided for in the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

(c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be

awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount and form of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

(d) The District does not accept documents filed by e-mail or facsimile transmission. Filings are only accepted during normal business hours.

(2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.

(3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via e-mail (with a delivery and read receipt), United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.

(4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:

(a) Administer oaths and affirmations;

(b) Rule upon offers of proof and receive relevant evidence;

(c) Regulate the course of the hearing, including any pre-hearing matters;

(d) Enter orders; and

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

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

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

(6) Judicial Review. A party who is adversely affected by final District action is entitled to judicial review. Judicial review shall be sought in the county where the District is located. All proceedings shall be instituted by filing a notice of appeal or petition for review in accordance with the Florida Rules of Appellate Procedure within thirty (30) calendar days after the rendition of the decision being appealed. The filing of an appeal does not itself stay enforcement of the final District decision. Judicial review of any District action shall be confined to the record transmitted. The record for judicial review shall be compiled in accordance with the Florida Rules of Appellate Procedure. Failure to file a notice of appeal or petition for review within the time prescribed herein shall constitute a waiver of judicial review proceedings.

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

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 120.69(2)(a), 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective _____, 2026, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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

THIRTEENTH ORDER OF BUSINESS

C.

NOTICE OF MEETINGS
DARBY
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the **Darby Community Development District** will hold their regularly scheduled public meetings for **Fiscal Year 2027** at 10:30 a.m. at the offices of Corner Lot Development, 1000 Riverside Ave., Suite 600, Jacksonville, Florida 32204 on the second Tuesday of each month as follows or otherwise noted:

October 13, 2026
January 12, 2027
March 9, 2027
May 11, 2027
July 13, 2027
September 14, 2027

D.

DARBY CDD

OPERATIONS REPORT

JULY 14, 2026

Prepared by Kelly Mullins

Pool/Restrooms

- Signs have also been placed in the restrooms with a QR code to scan to report any issues.
- Kelly Mullins has been distributing access fobs as she is being contacted by homeowners.
- The pool is currently being cleaned three times a week.
- Staff is blowing debris from the preserve area off the pool deck weekly.
- Restrooms are being stocked and cleaned.
- Any necessary repairs or issues are being communicated to the Board, and the appropriate vendors are being contacted to make the repairs.
- The pool gate was not closing properly and has been repaired.
- A sinking pool paver has been repaired.
- Signs have been installed for the entrance gates identifying the pool as a private facility and listing key rules.

Dog Park/Playground

- The garbage can at the dog park is being emptied as needed.
- GMS staff is collecting trash around playground and mailboxes.

General/Resident Concerns

- There have been issues with trespassing at the pool. Daniel Laughlin completed a Trespass Authorization form with JSO. We now have a number to reference if we need to call in any incidents.
- There have been complaints regarding cars speeding through the neighborhood.
- Trespassing at the pool continues to be an issue.

Landscaping

- Common areas are being monitored weekly to determine any missed/not properly maintained areas by the landscaping company.

Conclusion

- If there are any additional concerns or comments, please contact me at kmullins@gmsnf.com or at (304) 389-2198.

Respectfully,
Kelly Mullins, LCAM

SIXTEENTH ORDER OF BUSINESS

Darby

Community Development District

Unaudited Financial Reporting

May 31, 2026

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Darby

Community Development District

Combined Balance Sheet

May 31, 2026

	General Fund	2024 A1 Debt Service Fund	2024 A2 Debt Service Fund	Capital Project Fund	Totals Governmental Funds
Assets:					
Cash:					
Operating Account	$ 30,266	$ -	$ -	$ -	$ 30,266
Accounts Receivable	-	-	-	-	-
Due from Other	-				-
Due from General Fund	-	-	-	-	-
Due from Developer	-	-	-	-	-
Due from Debt Service	13,205	-	-	-	13,205
Investments:					
State Board of Administration (SBA)	-	-	-	-	-
Custody Account (US Bank)	117,318				117,318
Series 2024					
Reserve A1	-	258,066	-	-	258,066
Reserve A2	-	-	183,888		183,888
Cap Interest A1	-	-	-	-	-
Cap Interest A2		-	-		-
Revenue	-	186,829	-	-	186,829
Prepayment A2	-	-	-	-	-
Interest A1	-	-	-	-	-
Interest A2	-	-	70,270	-	70,270
Acquisiton and Construction	-	-	-	-	-
Recreational Improvements	-	-	-	-	-
Prepaid Expenses	1,817	-	-	-	1,817
Deposits	1,220	-	-	-	1,220
Total Assets	**$ 163,826**	**$ 444,895**	**$ 254,157**	**$ -**	**$ 862,878**
Liabilities:					
Accounts Payable	$ 2,514	$ -	$ -	$ -	$ 2,514
Due to Debt Service	-	-	-	-	-
Due to General Fund	-	13,205	-	-	13,205
Total Liabilites	**$ 2,514**	**$ 13,205**	**$ -**	**$ -**	**$ 15,720**
Fund Balance:					
Nonspendable:					
Prepaid Items	$ 1,817	$ -	$ -	$ -	$ 1,817
Deposits	1,220	-	-	-	1,220
Restricted for:					
Debt Service - Series	-	431,689	254,157	-	685,847
Capital Project - Series	-	-	-	-	-
Assigned for:					-
Capital Reserve Fund	-	-	-	-	-
Capital Reserves	-	-	-	-	-
Unassigned	158,275	-	-	-	158,275
Total Fund Balances	**$ 161,312**	**$ 431,689**	**$ 254,157**	**$ -**	**$ 847,158**
Total Liabilities & Fund Balance	**$ 163,826**	**$ 444,895**	**$ 254,157**	**$ -**	**$ 862,878**

Darby

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending May 31, 2026

	Adopted Budget	Prorated Budget Thru 05/31/26	Actual Thru 05/31/26	Variance
Revenues:				
Special Assessments - On Roll	$ 168,775	$ 168,775	$ 94,549	$ (74,227)
Special Assessments - Direct Bill	84,726	45,217	45,217	$ -
Interest Income	-	-	2,656	2,656
Facility Revenue	-	-	50	50
Total Revenues	**$ 253,501**	**$ 213,993**	**$142,472**	**$ (71,521)**
Expenditures:				
General & Administrative:				
Supervisor Fees	$ 12,000	$ 8,000	$ -	$ 8,000
FICA Expense	918	612	-	612
Engineering	12,000	8,000	2,498	5,503
Attorney	25,000	16,667	4,427	12,240
Annual Audit	3,400	1,500	1,500	-
Assessment Administration	7,500	-	-	-
Arbitrage Rebate	600	-	-	-
Trustee Fees	5,200	5,200	7,176	(1,976)
Management Fees	50,085	33,390	33,390	-
Dissemination Agent	7,875	5,250	5,250	-
Information Technology	2,003	1,336	1,335	-
Website Maintenance	1,336	890	891	-
Telephone	500	333	32	301
Postage & Delivery	1,500	1,000	86	914
Insurance General Liability	5,500	5,500	5,512	(12)
Printing & Binding	1,200	800	60	740
Legal Advertising	5,000	3,333	1,009	2,325
Other Current Charges	1,200	800	1,298	(498)
Office Supplies	1,197	798	1	797
Dues, Licenses & Subscriptions	175	175	175	-
Total General & Administrative	**$ 144,189**	**$ 93,584**	**$ 64,638**	**$ 28,946**
Operations & Maintenance:				
Landscape Maintenance	$ 39,468	$ 26,312	$ 25,110	$ 1,202
Landscape Contingency	10,000	3,220	3,220	-
Lake Maintenance	7,000	-	-	-
Field Operations Management	12,000	8,000	7,000	1,000
Repairs & Maintenance	13,000	-	-	-
Irrigation Repairs	4,000	883	883	-
Electric	35,000	1,103	1,103	-
Water/Sewer/Irrigation	15,000	10,000	7,963	2,037
Total Operations & Maintenance	**$ 135,468**	**$ 49,518**	**$ 45,279**	**$ 4,239**

Darby

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending May 31, 2026

	Adopted Budget	Prorated Budget Thru 05/31/26	Actual Thru 05/31/26	Variance
Amenity Maintenance				
Insurance	$ 25,000	$ -	$ -	$ -
Facility Management	10,000	6,667	5,833	833
Security	-	-	48	(48)
Pool Maintenance	6,000	4,000	3,167	833
Pool Chemicals	5,000	3,333	2,639	694
Pool Permits	530	-	-	-
Cable	2,200	-	-	-
Janitorial	6,000	4,000	2,639	1,361
Facility Maintenance	5,000	3,333	1,453	1,880
Pest Control	1,000	-	-	-
Refuse	750	104	104	-
Total Amenity Maintenance	**$ 61,480**	**$ 21,438**	**$ 15,883**	**$ 5,554**
TOTAL EXPENDITURES	**$ 341,137**	**$ 164,540**	**$ 125,801**	**$ 38,739**
Excess (Deficiency) of Revenues over Expenditures	$ (87,636)	$ 49,453	$ 16,671	$ (110,260)
Other Financing Sources/(Uses):				
Transfer In (Out)	$ -	$ -	$ -	-
Total Other Financing Sources/(Uses)	**$ -**	**$ -**	**$ -**	**$ -**
Net Change in Fund Balance	**$ (87,636)**	**$ 49,453**	**$ 16,671**	**$ (110,260)**
Fund Balance - Beginning	$ 87,636		$ 144,641	
Fund Balance - Ending	$ -		$ 161,312	

Darby

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Special Assessments - On Roll	$ -	$ 59,880	$ 33,584	$ -	$ 532	$ -	$ -	$ 553	$ -	$ -	$ -	$ -	$ 94,549
Special Assessments - Direct Bill	37,456	-	(449)	-	-	-	8,211	-	-	-	-	-	45,217
Interest Income	144	178	341	578	425	309	345	335	-	-	-	-	2,656
Facility Revenue	-	-	-	-	-	-	-	50	-	-	-	-	50
Total Revenues	**$ 37,600**	**$ 60,059**	**$ 33,476**	**$ 578**	**$ 957**	**$ 309**	**$ 8,555**	**$ 938**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 142,472**
Expenditures:													
General & Administrative:													
Supervisor Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
FICA Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Engineering	-	-	-	705	588	-	735	470	-	-	-	-	2,498
Attorney	554	-	812	1,063	413	1,054	531	-	-	-	-	-	4,427
Annual Audit	-	-	-	-	-	-	-	1,500	-	-	-	-	1,500
Assessment Administration	-	-	-	-	-	-	-	-	-	-	-	-	-
Arbitrage Rebate	-	-	-	-	-	-	-	-	-	-	-	-	-
Trustee Fees	2,328	-	-	-	4,042	-	806	-	-	-	-	-	7,176
Management Fees	4,174	4,174	4,174	4,174	4,174	4,174	4,174	4,174	-	-	-	-	33,390
Dissemination Agent	656	656	656	656	656	656	656	656	-	-	-	-	5,250
Information Technology	167	167	167	167	167	167	167	167	-	-	-	-	1,335
Website Maintenance	111	111	111	111	111	111	111	111	-	-	-	-	891
Telephone	-	8	4	-	9	-	-	11	-	-	-	-	32
Postage & Delivery	9	11	44	-	1	1	10	10	-	-	-	-	86
Insurance General Liability	5,512	-	-	-	-	-	-	-	-	-	-	-	5,512
Printing & Binding	11	9	3	13	6	7	4	8	-	-	-	-	60
Legal Advertising	79	-	162	107	351	-	86	225	-	-	-	-	1,009
Other Current Charges	514	18	37	49	57	34	38	550	-	-	-	-	1,298
Office Supplies	0	0	0	-	0	0	0	0	-	-	-	-	1
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Total General & Administrative	**$ 14,290**	**$ 5,154**	**$ 6,171**	**$ 7,044**	**$ 10,575**	**$ 6,203**	**$ 7,319**	**$ 7,881**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 64,638**
Operations & Maintenance:													
Landscape Maintenance	$ 3,120	$ 3,120	$ 3,120	$ 3,150	$ 3,150	$ 3,150	$ 3,150	$ 3,150	$ -	$ -	$ -	$ -	$ 25,110
Landscape Contingency	2,604	-	-	-	315	-	301	-	-	-	-	-	3,220
Lake Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Field Operations Management	-	1,000	1,000	1,000	1,000	1,000	1,000	1,000	-	-	-	-	7,000
Repairs & Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrigation Repairs	-	-	-	-	391	-	281	211	-	-	-	-	883
Electric	-	-	-	-	-	327	396	380	-	-	-	-	1,103
Water/Sewer/Irrigation	414	493	615	1,020	1,431	1,364	1,103	1,522	-	-	-	-	7,963
Total Operations & Maintenance	**$ 6,138**	**$ 4,613**	**$ 4,735**	**$ 5,170**	**$ 6,287**	**$ 5,841**	**$ 6,231**	**$ 6,263**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 45,279**
Amenity Maintenance													
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Facility Management	-	833	833	833	833	833	833	833	-	-	-	-	5,833
Security	-	-	-	-	-	-	-	48	-	-	-	-	48
Pool Maintenance	-	167	500	500	500	500	500	500	-	-	-	-	3,167
Pool Chemicals	-	139	417	417	417	417	417	417	-	-	-	-	2,639
Pool Permits	-	-	-	-	-	-	-	-	-	-	-	-	-
Cable	-	-	-	-	-	-	-	-	-	-	-	-	-
Janitorial	-	139	417	417	417	417	417	417	-	-	-	-	2,639
Facility Maintenance	-	-	333	147	148	250	340	235	-	-	-	-	1,453
Pest Control	-	-	-	-	-	-	-	-	-	-	-	-	-
Refuse	-	-	-	-	104	-	-	-	-	-	-	-	104
Total Amenity Maintenance	**$ -**	**$ 1,278**	**$ 2,500**	**$ 2,314**	**$ 2,419**	**$ 2,417**	**$ 2,507**	**$ 2,450**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 15,883**
Excess (Deficiency) of Revenues over Expenditures	$ 17,171	$ 49,014	$ 20,071	$ (13,950)	$ (18,324)	$ (14,152)	$ (7,502)	$ (15,657)	$ -	$ -	$ -	$ -	$ 16,671

Darby

Community Development District

Debt Service Fund Series 2024 - A1

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending May 31, 2026

	Adopted Budget	Prorated Budget Thru 05/31/26	Actual Thru 05/31/26	Variance
Revenues:				
Special Assessments - Tax Roll	$ 142,980	$ 142,980	$ 142,501	$ (479)
Special Assessments - Direct Assessment	115,085	115,085	142,175	27,090
Interest Income	10,000	6,667	11,742	5,075
Total Revenues	**$ 268,066**	**$ 264,732**	**$ 296,418**	**$ 31,685**
Expenditures:				
Interest - 11/1	$ 102,581	$ 102,581	$ 102,581	$ -
Interest - 5/1	102,581	102,581	102,581	-
Principal - 5/1	50,000	50,000	50,000	-
Total Expenditures	**$ 255,163**	**$ 255,163**	**$ 255,163**	**$ -**
Excess (Deficiency) of Revenues over Expenditures	$ 12,903	$ 9,570	$ 41,255	$ 31,685
Other Financing Sources/(Uses):				
Transfer In	$ -	-	$ 20,355	20,355
Transfer Out	-	-	(60,757)	(60,757)
Total Other Financing Sources/(Uses)	$ -	$ -	$ (40,402)	$ (40,402)
Net Change in Fund Balance	**$ 12,903**	**$ 9,570**	**$ 853**	**$ (8,717)**
Fund Balance - Beginning	$ 173,966		$ 430,836	
Fund Balance - Ending	$ 186,869		$ 431,689	

Darby

Community Development District

Debt Service Fund Series 2024-A2

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending May 31, 2026

	Adopted Budget	Prorated Budget Thru 05/31/26	Actual Thru 05/31/26	Variance
Revenues:				
Special Assessments - Tax Roll	$ 380,994	$ -	$ -	$ -
Interest Income	30,000	20,000	20,894	894
Prepayments	-	-	1,508,837	1,508,837
Total Revenues	**$ 410,994**	**$ 20,000**	**$ 1,529,730**	**$ 1,509,730**
Expenditures:				
Interest - 11/1	$ 232,063	$ 232,063	$ 148,931	$ 83,131
Special Call - 11/1	1,315,000	1,315,000	1,175,000	140,000
Interest - 2/1	-	-	11,236	(11,236)
Special Call - 2/1	-	-	765,000	(765,000)
Interest - 5/1	190,497	91,944	91,944	-
Special Call - 5/1	-	-	745,000	(745,000)
Total Expenditures	**$ 1,737,559**	**$ 1,639,006**	**$ 2,937,111**	**$ (1,298,105)**
Excess (Deficiency) of Revenues over Expenditures	$ (1,326,565)	$ (1,619,006)	$ (1,407,380)	$ 211,626
Other Financing Sources/(Uses):				
Transfer In	$ -	$ -	$ 60,757	$ 60,757
Transfer Out	-	-	(20,355)	(20,355)
Total Other Financing Sources/(Uses)	$ -	$ -	$ 40,402	$ 40,402
Net Change in Fund Balance	**$ (1,326,565)**	**$ (1,619,006)**	**$ (1,366,978)**	**$ 252,028**
Fund Balance - Beginning	$ 1,777,924		$ 1,621,136	
Fund Balance - Ending	$ 451,359		$ 254,157	

Darby

Community Development District

Capital Projects Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending May 31, 2026

		2024A Thru 05/31/26
Revenues		
Interest Income	$	38,563
Total Revenues	**$**	**38,563**
Expenditures:		
Capital Outlay - Acquisiton and Construction	$	305,454
Capital Outlay - Recreation Improvements		1,360,497
Total Expenditures	**$**	**1,665,950**
Excess (Deficiency) of Revenues over Expenditures	**$**	**(1,627,388)**
Other Financing Sources/(Uses)		
Transfer In	$	-
Total Other Financing Sources (Uses)	**$**	**-**
Net Change in Fund Balance	**$**	**(1,627,388)**
Fund Balance - Beginning	$	1,627,388
Fund Balance - Ending	$	-

Darby
COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Revenue Bonds, Series 2024
Construction Account

Date Paid	REQ #	Contractor	Description	Requisition
2/20/24	1	Plummer JV LLC	Earthwork and Offsite Improvements	$ 4,051,668.56
6/20/24	2	Kutak Rock	Payment for legal fees related to bond validation and acquisition of capital improvements Invoice #3292729.	13,997.25
8/6/24	3	Kutak Rock	Project Construction -Feb24 Invoice #3381619	1,042.00
9/13/24	4	Plummer JV LLC	JEA Retainage	480,147.77
10/11/24	5	Kutak Rock	Project Construction -Jul24 Invoice #3453895	1,251.00
3/3/25	6	Plummer JV LLC	Acquisition of Ph1 Roadway, Drainage, and Utility Improvements	5,746,316.93
8/29/25	7	Kutak Rock	Project Construction -Nov24 thru Apr25	5,668.00
7/2/25	8	Connelly & Wicker LLC	Engineering SJRWMD permit transfer work/requisitions	1,201.25
1/9/26	9	Kutak Rock	Project Construction -Jul25	530.00
1/9/26	10	Connelly & Wicker LLC	Project Construction -Oct25	235.00
3/25/26	11	Prime AE Group Inc	Pond Inspection site Visit and O&M Plan	593.75
4/17/26	13	Kutak Rock	Project Construction -Jan26 - Feb26	612.00
5/12/26	14	Plummer JV LLC	Acquisition of Ph1 Roadway, Drainage, and Utility Improvements	302,674.08
5/12/26	15	Prime AE Group Inc	CDD Project Construction - Pond Inspection Inv 2401006211C2	808.77
		TOTAL		**$ 10,606,746.36**

Project (Construction) Fund at 2/29/24	**$ 9,938,469.46**
Interest Earned and Transfer thru 05/31/26	**312,281.80**
Transfer from COI	**15,870.99**
Transfer from Debt Service	**48,990.07**
Transfer from Rec Improvement	**291,134.04**
Outstanding Requistions	**-**
Requisitons Paid thru 05/31/26	**(10,606,746.36)**

Darby
COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Revenue Bonds, Series 2024
Recreational Improvements Account

Date Paid	REQ #	Contractor	Description		Requisition
	12	Plummer JV LLC	Acquisition of Darby CDD Amenity Center Improvements		1,360,496.79
		TOTAL		**$**	**1,360,496.79**
			Project (Construction) Fund at 2/29/24	**$**	**1,500,000.00**
			Interest Earned and Transfer thru 05/31/26		**148,800.30**
			Transfer to Construction Account		**(288,303.51)**
			Outstanding Requistions		**-**
			Requisitons Paid thru 05/31/26		**(1,360,496.79)**
		Remaining Project (Construction) Fund		**$**	**-**

DARBY COMMUNITY DEVELOPMENT DISTRICT
Fiscal Year 2026 Assessments Receipts Summary

ASSESSED	# O&M UNITS ASSESSED	SERIES 2024-1 DEBT ASSESSED	SERIES 2024PH3-1 DEBT ASSESSED	O&M ASSESSED	TOTAL ASSESSED
LENNAR HOMES	29	26,785.56	-	15,994.95	42,780.51
PLUMMER JV LLC	541	88,299.89	-	142,638.36	230,938.25
TOTAL DIRECT INVOICES (1) (2)	570	115,085.45	-	158,633.31	273,718.76
ASSESSED REVENUE TAX ROLL	172	142,980.23	-	94,866.56	237,846.79
TOTAL ASSESSED	**742**	**258,065.68**	**-**	**253,499.87**	**511,565.55**

DUE / RECEIVED	BALANCE DUE	SERIES 2024-1 DEBT RECEIVED	SERIES 2024PH3-1 DEBT RECEIVED	O&M RECEIVED	TOTAL RECEIVED
LENNAR HOMES	10,714.22	16,071.34	-	15,994.95	32,066.29
PLUMMER JV LLC	23,232.53	80,319.60	-	127,386.12	207,705.72
TOTAL DIRECT RECEIVED	33,946.75	96,390.94	-	143,381.07	239,772.01
TAX ROLL DUE / RECEIVED	**(589.41)**	143,334.55	-	95,101.65	238,436.20
TOTAL DUE / RECEIVED	**33,357.34**	**239,725.49**	**0.00**	**238,482.72**	**478,208.21**

(1) D/S Direct Assessments are due: 60% due 4/1/26 and 40% due 9/1/26
(2) O&M is due 25% by 10/1/25, 1/1/26, 4/1/26, 7/1/26
(3) Series 2024-2 and 2024PH3-2 Bonds are to be paid off at closing and are invoiced semi-annually for remaining interest due

SUMMARY OF TAX ROLL RECEIPTS					
DUVAL COUNTY DISTRIBUTION	DATE RECEIVED	SERIES 2024-1 DEBT RECEIVED	SERIES 2024PH3-1 DEBT RECEIVED	O&M RECEIVED	TOTAL RECEIVED
1	11/6/2025	-	-	-	-
2	11/14/2025	888.14	-	589.28	1,477.42
3	11/20/2025	1,553.87	-	1,030.98	2,584.85
4	11/26/2025	87,807.66	-	58,259.87	146,067.53
5	12/4/2025	47,397.58	-	31,448.02	78,845.60
6	12/10/2025	2,330.79	-	1,546.47	3,877.26
7	12/17/2025	888.14	-	589.28	1,477.42
8	02/20/2026	801.21	-	531.60	1,332.81
9	05/11/2026	833.58	-	553.07	1,386.65
10 (Tax Certificates)	06/26/2026	833.58	-	553.08	1,386.66
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
TOTAL RECEIVED TAX ROLL		**143,334.55**	**-**	**95,101.65**	**238,436.20**

PERCENT COLLECTED	2024A-1	2024PH3-1	O&M	TOTAL
% COLLECTED DIRECT BILL	**83.76%**	**0.00%**	**90.39%**	**87.60%**
% COLLECTED TAX ROLL	**100.25%**	**0.00%**	**100.25%**	**100.25%**
TOTAL PERCENT COLLECTED	**92.89%**	**0.00%**	**94.08%**	**93.48%**

Darby

Community Development District

Long Term Debt Report

Series 2024 A-1, Special Assessment Revenue Bonds	
Original Issue Amount:	$3,620,000
Interest Rate:	4.8% - 6.0%
Maturity Date:	5/1/2054
Reserve Fund Definition	Max Annual Debt Service
Reserve Fund Requirement	$258,066
Reserve Fund Balance	258,066
Bonds Outstanding: 2/9/24	$3,620,000
Less: Principal Payment - 5/1/25	($50,000)
Less: Principal Payment - 5/1/26	($50,000)
Current Bonds Outstanding	**$3,520,000**

Series 2024 A-2, Special Assessment Revenue Bonds	
Original Issue Amount:	$9,765,000
Interest Rate:	5.88%
Maturity Date:	5/1/2035
Reserve Fund Definition	Max Annual Debt Service
Reserve Fund Requirement	183,888
Reserve Fund Balance	183,888
Bonds Outstanding: 2/9/24	$9,765,000
Less: November 1, 2024 (Prepayment)	($1,115,000)
Less: February 1, 2025 (Prepayment)	($425,000)
Less: May 1, 2025 (Prepayment)	($1,740,000)
Less: August 1, 2025 (Prepayment)	($1,415,000)
Less: November 1, 2025 (Prepayment)	($1,175,000)
Less: February 1, 2026 (Prepayment)	($765,000)
Less: May 1, 2026 (Prepayment)	($745,000)
Current Bonds Outstanding	**$2,385,000**

Total Bonds Outstanding	$5,905,000

SEVENTEENTH ORDER OF BUSINESS

Darby

COMMUNITY DEVELOPMENT DISTRICT

Fiscal Year 2026

Check Register

Date	*check #'s*	*Amount*
General Fund		
4/1/26 -4/30/26	128-133	$14,278.81
5/1/26 -5/31/26	134-145	22,406.84
	TOTAL	**$36,685.65**
Autopayments		
4/24/26	JEA	$1,499.62
5/27/26	JEA	1,901.79
	TOTAL	**$3,401.41**

*** CHECK DATES 04/01/2026 - 04/30/2026 *** DARBY - GENERAL FUND
BANK A DARBY - GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
4/10/26	00011	4/07/26	1602872	202604	320-57200-46100		*	3,150.00		
			APR MAINTENANCE							
						CORE OUTDOORS LLC			3,150.00	000128
4/10/26	00001	4/01/26	45	202604	330-53800-34100		*	833.33		
			APR FACILITY MANAGEMENT							
		4/01/26	45	202604	320-57200-34000		*	1,000.00		
			APR CONTRACT ADMIN							
		4/01/26	45	202604	330-53800-46100		*	416.67		
			APR JANITORIAL							
		4/01/26	45	202604	330-53800-46300		*	500.00		
			APR POOL MAINTENANCE							
		4/01/26	45	202604	330-53800-46400		*	416.67		
			APR POOL CHEMICALS							
						GOVERNMENTAL MANAGEMENT SRVCS LLC			3,166.67	000129
4/10/26	00001	4/01/26	44	202604	310-51300-34000		*	4,173.75		
			APR MANAGEMENT FEES							
		4/01/26	44	202604	310-51300-35300		*	111.33		
			APR WEBSITE ADMIN							
		4/01/26	44	202604	310-51300-35100		*	166.92		
			APR INFO TECH							
		4/01/26	44	202604	310-51300-31300		*	656.25		
			APR DISSEM AGENT SRVCS							
		4/01/26	44	202604	310-51300-51000		*	.18		
			OFFICE SUPPLIES							
		4/01/26	44	202604	310-51300-42000		*	10.45		
			POSTAGE							
		4/01/26	44	202604	310-51300-42500		*	4.05		
			COPIES							
						GOVERNMENTAL MANAGEMENT SRVCS LLC			5,122.93	000130
4/17/26	00011	4/13/26	1602970	202604	320-57200-46200		*	301.00		
			INSTALLED 7 FLATS ANNUALS							
						CORE OUTDOORS LLC			301.00	000131
4/17/26	00005	2/24/26	3702727	202512	310-51300-31500		*	812.00		
			DEC GENERAL COUNSEL							
		4/13/26	3730246	202601	310-51300-31500		*	1,063.00		
			JAN GENERAL COUNSEL							
		4/13/26	3730246A	202602	310-51300-31500		*	413.00		
			FEB GENERAL COUNSEL							
						KUTAK ROCK LLP			2,288.00	000132
4/24/26	00001	4/14/26	46	202603	330-53800-46600		*	250.21		
			MAR FACILITY MAINTENANCE							
						GOVERNMENTAL MANAGEMENT SRVCS LLC			250.21	000133

TOTAL FOR BANK A 14,278.81

*** CHECK DATES 04/01/2026 - 04/30/2026 ***
DARBY - GENERAL FUND
BANK A DARBY - GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	YRMO	...EXPENSED TO... DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
									TOTAL FOR REGISTER		14,278.81		

INVOICE

Core Outdoors, LLC

7791 Belfort Pkwy
Jacksonville, FL 32256-6901
Phone (904) 292-9100

RECEIVED
APR 08 2026
BY:

INVOICE #: **1602872**
DATE: 04/07/2026

BILL TO: **Darby CDD**
475 West Town Pl
Ste 114
St. Augustine, FL 32092

PROJECT ADDRESS: **Darby CDD**
475 West Town Pl
Ste 114
St. Augustine, FL 32092

PROJECT	PROJECT #	PO #	PAYMENT TERMS	DUE DATE
Kings PreserveMaint	216-05024-25			04/07/2026

MESSAGE:

DESCRIPTION	QTY	PRICE	AMOUNT
Monthly Maintenance	1	$3,150.00	$3,150.00
		BALANCE DUE	**$3,150.00**

Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Invoice

Invoice #: 45
Invoice Date: 4/1/26
Due Date: 4/1/26
Case:
P.O. Number:

Bill To:
Darby CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Facility Management - April 2026		833.33	833.33
Contract Administration - April 2026		1,000.00	1,000.00
Janitorial - April 2026		416.67	416.67
Pool Maintenance - April 2026		500.00	500.00
Pool Chemicals - April 2026		416.67	416.67

RECEIVED
APR 07 2026
BY:

Alison Mossing
4-3-26

Total	$3,166.67
Payments/Credits	$0.00
Balance Due	$3,166.67

Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Invoice

Invoice #: 44
Invoice Date: 4/1/26
Due Date: 4/1/26
Case:
P.O. Number:

Bill To:
Darby CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

RECEIVED
APR 03 2026
BY:

Description	Hours/Qty	Rate	Amount
Management Fees - April 2026		4,173.75	4,173.75
Website Administration - April 2026		111.33	111.33
Information Technology -April 2026		166.92	166.92
Dissemination Agent Services - April 2026		656.25	656.25
Office Supplies		0.18	0.18
Postage		10.45	10.45
Copies		4.05	4.05

Total	$5,122.93
Payments/Credits	$0.00
Balance Due	$5,122.93

INVOICE

Core Outdoors, LLC

7791 Belfort Pkwy
Jacksonville, FL 32256-6901
Phone (904) 292-9100

RECEIVED
APR 14 2026
BY:

INVOICE #: **1602970**
DATE: 04/13/2026

BILL TO: **Darby CDD**
475 West Town Pl
Ste 114
St. Augustine, FL 32092

PROJECT ADDRESS: **Darby CDD**
475 West Town Pl
Ste 114
St. Augustine, FL 32092

PROJECT	PROJECT #	PO #	PAYMENT TERMS	DUE DATE
Kings PreserveExtras	216-05025-25		Net 30	05/13/2026

MESSAGE:

DESCRIPTION	QTY	PRICE	AMOUNT
Installed 7 flats of annuals	7	$43.00	$301.00
		BALANCE DUE	**$301.00**

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA
Telephone 404-222-4600
Facsimile 404-222-4654

Federal ID 47-0597598

Check Remit To:
Kutak Rock LLP
PO Box 30057
Omaha, NE 68103-1157

February 24, 2026

Reference: Invoice No. 3702727
Client Matter No. 43923-1
Notification Email: eftgroup@kutakrock.com

RECEIVED
APR 13 2026
BY:

Mr. Jim Oliver
Darby CDD
C/O Governmental Management Services, LLC
Suite 114
475 West Town Place
St. Augustine, FL 32092

Invoice No. 3702727
43923-1

Re: General Counsel

For Professional Legal Services Rendered

12/12/25	W. Haber	0.40	144.00	Review deed for various parcels; confer with O'Neal regarding same
12/17/25	W. Haber	0.60	216.00	Prepare for and participate in Board meeting
12/18/25	W. Haber	0.30	108.00	Review and respond to inquiry regarding property conveyance to HOA
12/19/25	A. Cox	1.60	272.00	Prepare revised resolution setting the hearing for amenity rules and fees and the suspension policy, notice of rulemaking, notice of rule development confer with Haber regarding same
12/19/25	W. Haber	0.20	72.00	Review and respond to correspondence regarding property conveyance
TOTAL HOURS		3.10		

TOTAL FOR SERVICES RENDERED	$812.00
TOTAL CURRENT AMOUNT DUE	$812.00

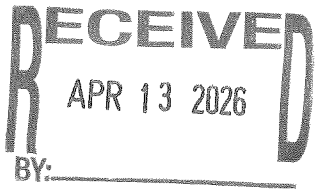
KUTAK ROCK LLP

TALLAHASSEE, FLORIDA
Telephone 404-222-4600
Facsimile 404-222-4654

Federal ID 47-0597598

Check Remit To:
Kutak Rock LLP
PO Box 30057
Omaha, NE 68103-1157

April 13, 2026



Reference: Invoice No. 3730246
Client Matter No. 43923-1
Notification Email: eftgroup@kutakrock.com

Mr. Jim Oliver
Darby CDD
C/O Governmental Management Services, LLC
Suite 114
475 West Town Place
St. Augustine, FL 32092

Invoice No. 3730246
43923-1

Re: General Counsel

For Professional Legal Services Rendered

01/03/26	G. Lovett	0.30	84.00	Monitor legislative process relating to matters impacting special districts
01/05/26	W. Haber	0.50	180.00	Review and revise agreement for amenity services; confer with Nelson regarding same
01/06/26	A. Cox	1.10	187.00	Review and confer with Haber regarding notices for rate hearing; disseminate notices and confer with Sweeting regarding same
01/06/26	W. Haber	0.50	180.00	Review and revise rate notices and resolution adopting same
01/19/26	W. Haber	0.90	324.00	Prepare deed to neighboring HOA; confer with Holmes regarding same; review and respond to correspondence regarding turnover of O&M obligations from SJRWMD permit; confer with Leaptrott regarding same

01/30/26	W. Haber	0.30	108.00	Review and inquiry regarding deed; confer with Holmes regarding same
02/07/26	L. Whelan	0.30	120.00	Monitor legislative process relating to matters impacting special districts
02/24/26	W. Haber	0.20	72.00	Confer with Sweeting regarding rate adoption resolution
02/25/26	A. Cox	0.90	153.00	Prepare resolution setting hearing on adopting amenity policies rates and suspension policy and confer with Haber regarding same
02/27/26	K. Jusevitch	0.40	68.00	Research status and correspond with district manager regarding landowner election

TOTAL HOURS	5.40	
TOTAL FOR SERVICES RENDERED		$1,476.00
TOTAL CURRENT AMOUNT DUE		$1,476.00
UNPAID INVOICES:		
February 24, 2026	Invoice No. 3702727	812.00
TOTAL DUE		$2,288.00

Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Invoice

Invoice #: 46
Invoice Date: 4/14/26
Due Date: 4/14/26
Case:
P.O. Number:

Bill To:
Darby CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Facility Maintenance March 1 - March 31, 2026	2.7	45.00	121.50
Maintenance Supplies		128.71	128.71

RECEIVED
APR 20 2026
BY:

Total	$250.21
Payments/Credits	$0.00
Balance Due	$250.21

Approved
Kelly Mullins, Operations Manager
Governmental Management Services for
Darby CDD
Date: 4-20-26

Alison Mossing
4-20-26

DARBY COMMUNITY DEVELOPMENT DISTRICT
MAINTENANCE BILLABLE HOURS
FOR THE MONTH OF MARCH 2026

Date	Hours	Employee	Description
3/5/26	0.5	T.M.	Blew leaves and debris off pool deck and parking lot, removed debris at pool
3/13/26	0.5	T.M.	Blew leaves and debris off pool deck and parking lot, removed debris
3/19/26	1.05	T.M.	Removed table and chair from out of pool that was thrown in, blew leaves and debris off pool deck and parking lot
3/26/26	0.65	T.M.	Blew leaves and debris off pool deck and parking lot, removed debris in parking lot
TOTAL	2.7		
MILES	0		*Mileage is reimbursable per section 112.061 Florida Statutes Mileage Rate 2009-0.445

MAINTENANCE BILLABLE PURCHASES

Period Ending 4/05/26

DISTRICT	DATE	SUPPLIES	PRICE	EMPLOYEE	
Darby					
	3/13/26	Trash Can	113.82	K.M.	
	3/13/26	Screws	10.32	K.M.	
	3/13/26	Toilet Bowl Cleaner	4.58	K.M.	128.71
		TOTAL	$128.71		128.71

*** CHECK DATES 05/01/2026 - 05/31/2026 ***
DARBY - GENERAL FUND
BANK A DARBY - GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
5/11/26	00011	4/30/26	1603342	202604	320-57200-46300		*	280.75		
			IRRIG RPR-POOL #10 & #11							
		5/07/26	1603468	202605	320-57200-46100		*	3,150.00		
			MAY MAINTENANCE							
						CORE OUTDOORS LLC			3,430.75	000134
5/11/26	00001	5/01/26	48	202605	330-53800-34100		*	833.33		
			MAY FACILITY MANAGEMENT							
		5/01/26	48	202605	320-57200-34000		*	1,000.00		
			MAY CONTRACT ADMIN							
		5/01/26	48	202605	330-53800-46100		*	416.67		
			MAY JANITORIAL							
		5/01/26	48	202605	330-53800-46300		*	500.00		
			MAY POOL MAINTENANCE							
		5/01/26	48	202605	330-53800-46400		*	416.67		
			MAY POOL CHEMICALS							
						GOVERNMENTAL MANAGEMENT SRVCS LLC			3,166.67	000135
5/11/26	00007	5/04/26	29290	202605	310-51300-32200		*	1,500.00		
			AUDIT FYE 09/30/2025							
						GRAU & ASSOCIATES			1,500.00	000136
5/11/26	00003	4/30/26	26-02384	202604	310-51300-48000		*	86.00		
			5/12 AUDIT COMMITTEE MTG							
						JACKSONVILLE DAILY RECORD			86.00	000137
5/11/26	00010	4/23/26	24010062	202602	310-51300-31100		*	587.50		
			FEB-APR PROFESSIONAL SRVC							
						PRIME AE GROUP INC			587.50	000138
5/18/26	00001	5/01/26	47	202605	310-51300-34000		*	4,173.75		
			MAY MANAGEMENT FEES							
		5/01/26	47	202605	310-51300-35300		*	111.33		
			MAY WEBSITE ADMIN							
		5/01/26	47	202605	310-51300-35100		*	166.92		
			MAY INFO TECH							
		5/01/26	47	202605	310-51300-31300		*	656.25		
			MAY DISSEM AGENT SRVCS							
		5/01/26	47	202605	310-51300-51000		*	.09		
			OFFICE SUPPLIES							
		5/01/26	47	202605	310-51300-42000		*	10.05		
			POSTAGE							
		5/01/26	47	202605	310-51300-42500		*	7.50		
			COPIES							
		5/01/26	47	202605	310-51300-41000		*	10.88		
			TELEPHONE							
						GOVERNMENTAL MANAGEMENT SRVCS LLC			5,136.77	000139

*** CHECK DATES 05/01/2026 - 05/31/2026 *** DARBY - GENERAL FUND
BANK A DARBY - GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
5/18/26	00015	5/01/26	5855	202605	330-53800-34500		*	48.00		
			MAY PDK LICENSING							
						INTEGRATED ACCESS SOLUTIONS			48.00	000140
5/18/26	00009	2/25/26	8085939	202602	310-51300-32300		*	3,633.33		
			FY26 TRUST FEE SE24A1&A2							
		2/25/26	8085939	202602	300-15500-10000		*	1,816.67		
			FY27 TRUST FEE SE24A1&A2							
		2/25/26	8085939	202602	310-51300-32300		*	408.75		
			INCIDENTAL EXPENSES							
		4/24/26	8161806	202604	310-51300-32300		*	750.00		
			ANNUAL CUSTODY ACCOUNT							
		4/24/26	8161806	202604	310-51300-32300		*	56.25		
			INCIDENTAL EXPENSES							
						US BANK			6,665.00	000141
5/28/26	00011	5/27/26	1603826	202605	320-57200-46300		*	211.25		
			IRRIG RPR-ZONES 1 & 2							
						CORE OUTDOORS LLC			211.25	000142
5/28/26	00012	5/15/26	3	202605	310-51300-49000		*	500.00		
			SE2024A-2 PREPAY $1.415M							
						DISCLOSURE SERVICES LLC			500.00	000143
5/28/26	00001	5/14/26	49	202604	330-53800-46600		*	339.90		
			APR FACILITY MAINTENANCE							
						GOVERNMENTAL MANAGEMENT SRVCS LLC			339.90	000144
5/28/26	00010	5/20/26	24010062	202604	310-51300-31100		*	735.00		
			APR-MAY PROFESSIONAL SRVC							
						PRIME AE GROUP INC			735.00	000145

TOTAL FOR BANK A 22,406.84

TOTAL FOR REGISTER 22,406.84

INVOICE

Core Outdoors, LLC

7791 Belfort Pkwy
Jacksonville, FL 32256-6901
Phone (904) 292-9100

RECEIVED
MAY 05 2026
BY:

INVOICE #: 1603342
DATE: 04/30/2026

BILL TO: Darby CDD
475 West Town Pl
Ste 114
St. Augustine, FL 32092

PROJECT ADDRESS: Darby CDD
475 West Town Pl
Ste 114
St. Augustine, FL 32092

PROJECT	PROJECT #	PO #	PAYMENT TERMS	DUE DATE
Kings PreserveExtras	216-05025-25		Net 30	05/30/2026

MESSAGE:

DESCRIPTION	QTY	PRICE	AMOUNT
Approved irrigation repair 0 Zone 2 FL, Pool #10, Pool #11 - Repair seals and laterals	1	$280.75	$280.75
		BALANCE DUE	**$280.75**

INVOICE

Core Outdoors, LLC

RECEIVED
MAY 07 2026
BY:

INVOICE #: 1603468
DATE: 05/07/2026

7791 Belfort Pkwy
Jacksonville, FL 32256-6901
Phone (904) 292-9100

BILL TO: Darby CDD
475 West Town Pl
Ste 114
St. Augustine, FL 32092

PROJECT ADDRESS: Darby CDD
475 West Town Pl
Ste 114
St. Augustine, FL 32092

PROJECT	PROJECT #	PO #	PAYMENT TERMS	DUE DATE
Kings PreserveMaint	216-05024-25			05/07/2026

MESSAGE:

DESCRIPTION	QTY	PRICE	AMOUNT
Monthly Maintenance	1	$3,150.00	$3,150.00
		BALANCE DUE	$3,150.00

Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Invoice

Invoice #: 48
Invoice Date: 5/1/26
Due Date: 5/1/26
Case:
P.O. Number:

Bill To:
Darby CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Facility Management - May 2026		833.33	833.33
Contract Administration - May 2026		1,000.00	1,000.00
Janitorial - May 2026		416.67	416.67
Pool Maintenance - May 2026		500.00	500.00
Pool Chemicals - May 2026		416.67	416.67

RECEIVED
MAY 06 2026
BY:

Alison Mossing
5-6-26

Total	$3,166.67
Payments/Credits	$0.00
Balance Due	$3,166.67

Grau and Associates

1001 W. Yamato Road, Suite 301
Boca Raton, FL 33431
www.graucpa.com

Phone: 561-994-9299 **Fax: 561-994-5823**

Darby Community Development District
475 West Town Place, Suite 114
St. Augustine, FL 32092

Invoice No. *29290*
Date *05/04/2026*

RECEIVED
MAY 04 2026
BY:

SERVICE		AMOUNT
Audit FYE 09/30/2025		$ 1,500.00
	Current Amount Due	$ 1,500.00

0 - 30	31- 60	61 - 90	91 - 120	Over 120	Balance
1,500.00	0.00	0.00	0.00	0.00	1,500.00

Payment due upon receipt.

Jacksonville Daily Record

A Division of
DAILY RECORD & OBSERVER, LLC

P.O. Box 2177
Jacksonville, FL 32203
(904) 356-2466

INVOICE

April 30, 2026
Date

RECEIVED
APR 30 2026
BY:

Attn: Sarah Sweeting
GMS, LLC
475 West Town Place, Ste 114
Saint Augustine FL 32092

Serial # 26-02384D **PO/File #**

$86.00
Payment Due

Notice of Audit Committee Meeting

$86.00
Publication Fee

Darby Community Development District

Amount Paid

Case Number

Publication Dates 4/30

County Duval

Payment is due before the Proof of Publication is released.

Payment Due Upon Receipt

For your convenience, you may remit payment online at www.jaxdailyrecord.com/send-payment.

If your payment is being mailed, please reference Serial # 26-02384D on your check or remittance advice.

Your notice was published on both *jaxdailyrecord.com* and *floridapublicnotices.com.*

Terms: Net 30 days from date of invoice. Past due items will accrue a finance charge of 1.5% per month thereafter.
Please remit any payment due upon receipt of this invoice.

Preliminary Proof Of Legal Notice
(This is not a proof of publication.)

Please read copy of this advertisement and advise us of any necessary corrections before further publications.

NOTICE OF AUDIT COMMITTEE MEETING DARBY COMMUNITY DEVELOPMENT DISTRICT

An Audit Committee Meeting of the Board of Supervisors (the "Board") of the Darby Community Development District is scheduled to be held on **Tuesday, May 12, 2026 at 10:30 a.m. located at 1000 Riverside Ave., Suite 600, Jacksonville, FL 32204.** Immediately following will be the regular 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 this meeting may be obtained from the District Manager, 475 West Town Place, Suite 114, World Golf Village, St. Augustine, Florida 32092 (and phone (904) 940-5850). The meeting may be continued to a date, place and time certain, to be announced at the meeting. There may be occasions when one or more Supervisors will participate by telephone.

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

Each person who decides to appeal any action taken at 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.

Daniel Laughlin
District Manager

Apr. 30 00 (26-02384D)

PRIME AE
Columbus Office
8415 Pulsar Place, Suite 300, Columbus, OH 43240
P: 614.839.0250 F: 614.839.0251

April 23, 2026
Project No: 24-01-0062
Invoice No: 2401006211C1

RECEIVED
MAY 06 2026
BY:

Darby Community Development District
ssweeting@gmsnf.com
bperegrino@gmsnf.com
*, FL

Project 24-01-0062 Darby CDD
Professional services for this period included attending CDD meeting, preparing requisitions and acquisition package.

Professional Services from February 28, 2026 to April 03, 2026

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing	
C1 CDD Business-Hourly	0.00	0.00	5,049.95	4,462.45	587.50	
C2 Project Construction Services-Hourly	0.00	0.00	1,230.35	1,230.35	0.00	
Total Fee	0.00		6,280.30	5,692.80	587.50	
		Total Fee				**587.50**
				Total this Task		**$587.50**

ZREIM Reimbursable Expense

Billing Limits	Current	Prior	To-Date	
Expenses	0.00	46.20	46.20	
Budget			500.00	
Remaining			453.80	
		Total this Task		**0.00**
		Total this Invoice		**$587.50**

REMITTANCE:
CHECKS: PRIME AEI 13901 Sutton Park Dr. S., Suite 200A, Jacksonville FL 32224l
If paying via ACH or wire, please send a remittance advice to cashreceipt@primeeng.com

Billing Backup

2I PRIME AE Group, Inc.

Task C1 C1 CDD Business-Hourly

Professional Personnel

		Hours	
122 - Leaptrott, Beth	03.10.2026	.50	
CDD Meeting			
122 - Leaptrott, Beth	03.25.2026	1.00	
Requisition 11, Acquisition correspondence Amenity			
122 - Leaptrott, Beth	04.01.2026	1.00	
Aquisition of Improvement Letter and review.			
Totals		2.50	
Total Labor			**587.50**

Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Invoice

Invoice #: 47
Invoice Date: 5/1/26
Due Date: 5/1/26
Case:
P.O. Number:

Bill To:
Darby CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

RECEIVED
MAY 08 2026
BY:

Description	Hours/Qty	Rate	Amount
Management Fees - May 2026		4,173.75	4,173.75
Website Administration - May 2026		111.33	111.33
Information Technology -May 2026		166.92	166.92
Dissemination Agent Services - May 2026		656.25	656.25
Office Supplies		0.09	0.09
Postage		10.05	10.05
Copies		7.50	7.50
Telephone		10.88	10.88

Total	$5,136.77
Payments/Credits	$0.00
Balance Due	$5,136.77

Integrated Access Solutions, LLC
6000 Philips Hwy Ste 10
Jacksonville, FL 32216-5958
USA
Service@iasnfl.com

Integrated Access Solutions
INTEGRATION THAT WORKS FOR YOU

INVOICE

RECEIVED
MAY 18 2026
BY:

BILL TO
Darby CDD
10932 Darbywood Trail
Jacksonville, FL 32219
United States

INVOICE	5855
DATE	05/01/2026
TERMS	Due on receipt
DUE DATE	05/01/2026

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	PDK Licensing	PDK Licensing for property (Monthly)	1	48.00	48.00

Contact Integrated Access Solutions, LLC to pay.
Payment Due upon Receipt of Invoice.

SUBTOTAL	48.00
TAX	0.00
TOTAL	48.00
BALANCE DUE	**$48.00**

Corporate Trust Services
EP-MN-WN3L
60 Livingston Ave.
St Paul, MN 55107

Invoice Number:	8085939
[redacted]	
Invoice Date:	02/25/2026
Direct Inquiries To:	Schuhle, Scott A
Phone:	(954)-938-2476

Darby Community Development District
Attn c/o GMS North Florida LLC
475 West Town Place
Suite 114
St. Augustine, FL 32092
United States

Darby Community Development District Special Assessment Revenue Bonds, Series 2024A-1 and Series 2024A-2

The following is a statement of transactions pertaining to your account. For further information, please review the attached.

STATEMENT SUMMARY

PLEASE REMIT BOTTOM COUPON PORTION OF THIS PAGE WITH CHECK PAYMENT OF INVOICE.

TOTAL AMOUNT DUE	$5,858.75

All invoices are due upon receipt.

RECEIVED
MAY 08 2026
BY:

Please detach at perforation and return bottom portion of the statement with your check, payable to U.S. Bank.

Darby Community Development District Special Assessment Revenue Bonds, Series 2024A-1 and Series 2024A-2

Invoice Number:	8085939
[redacted]	
Current Due:	$5,858.75
Direct Inquiries To:	Schuhle, Scott A
Phone:	(954)-938-2476

Wire Instructions:
[redacted]

Please mail payments to:
U.S. Bank
CM-9690
PO BOX 70870
St. Paul, MN 55170-9690

Corporate Trust Services
EP-MN-WN3L
60 Livingston Ave.
St. Paul, MN 55107

Invoice Number: 8085939
Invoice Date: 02/25/2026

[redacted]

Direct Inquiries To: Schuhle, Scott A
Phone: (954)-938-2476

Darby Community Development District Special Assessment Revenue Bonds, Series 2024A-1 and Series 2024A-2

[redacted]

CURRENT CHARGES SUMMARIZED FOR ENTIRE RELATIONSHIP

Detail of Current Charges	Volume	Rate	Portion of Year	Total Fees
04111 Paying Agent / Regist / Trustee Agent	1.00	3,950.00	100.00%	$3,950.00
04111 Paying Agent / Regist / Trustee Agent	1.00	1,500.00	100.00%	$1,500.00
Subtotal Administration Fees - In Advance 02/01/2026 - 01/31/2027				**$5,450.00**
Incidental Expenses 02/01/2026 to 01/31/2027	5,450.00	0.075		$408.75
Subtotal Incidental Expenses				**$408.75**
TOTAL AMOUNT DUE				**$5,858.75**

The fees shown on this invoice are reflective of the most recent fee schedule or notice of fee adjustment provided by U.S. Bank.

MK-WI-S300 GCFS
1555 N. Rivercenter Drive, Suite 300
Milwaukee, WI 53212

8085939

000000779 02 SP 106481758422367 P

Darby Community Development District
Attn c/o GMS North Florida LLC
475 West Town Place
Suite 114
St. Augustine, FL 32092

Corporate Trust Services
EP-MN-WN3L
60 Livingston Ave.
St. Paul, MN 55107

Invoice Number:	8161806
[redacted]	
Invoice Date:	04/24/2026
Direct Inquiries To:	Schuhle, Scott A
Phone:	(954)-938-2476

Darby Community Development District
Attn c/o GMS North Florida LLC
475 West Town Place
Suite 114
St. Augustine, FL 32092
United States

Darby Community Development District Custody Account (General Fund)

The following is a statement of transactions pertaining to your account. For further information, please review the attached.

STATEMENT SUMMARY

PLEASE REMIT BOTTOM COUPON PORTION OF THIS PAGE WITH CHECK PAYMENT OF INVOICE.

TOTAL AMOUNT DUE	$806.25

All invoices are due upon receipt.

RECEIVED
MAY 11 2026
BY: TP

Please detach at perforation and return bottom portion of the statement with your check, payable to U.S. Bank.

Darby Community Development District Custody Account (General Fund)

Invoice Number:	8161806
[redacted]	
Current Due:	$806.25
Direct Inquiries To:	Schuhle, Scott A
Phone:	(954)-938-2476

Wire Instructions:
[redacted]

Please mail payments to:
U.S. Bank
CM-9690
PO BOX 70870
St. Paul, MN 55170-9690

Corporate Trust Services
EP-MN-WN3L
60 Livingston Ave.
St. Paul, MN 55107

Invoice Number: 8161806
Invoice Date: 04/24/2026
[redacted]
Direct Inquiries To: Schuhle, Scott A
Phone: (954)-938-2476

Darby Community Development District Custody Account (General Fund)

[redacted]
In This Relationship:

CURRENT CHARGES SUMMARIZED FOR ENTIRE RELATIONSHIP

Detail of Current Charges	Volume	Rate	Portion of Year	Total Fees
04280 Administration	1.00	750.00	100.00%	$750.00
Subtotal Administration Fees - In Advance 04/01/2026 - 03/31/2027				**$750.00**
Incidental Expenses 04/01/2026 to 03/31/2027	750.00	0.075		$56.25
Subtotal Incidental Expenses				**$56.25**
TOTAL AMOUNT DUE				**$806.25**

The fees shown on this invoice are reflective of the most recent fee schedule or notice of fee adjustment provided by U.S. Bank.

INVOICE

Core Outdoors, LLC

7791 Belfort Pkwy
Jacksonville, FL 32256-6901
Phone (904) 292-9100

RECEIVED
MAY 27 2026
BY:

INVOICE #: **1603826**
DATE: **05/27/2026**

BILL TO: Darby CDD
475 West Town Pl
Ste 114
St. Augustine, FL 32092

PROJECT ADDRESS: Darby CDD
475 West Town Pl
Ste 114
St. Augustine, FL 32092

PROJECT	PROJECT #	PO #	PAYMENT TERMS	DUE DATE
Kings PreserveExtras	216-05025-25		Net 30	06/26/2026

MESSAGE:

DESCRIPTION	QTY	PRICE	AMOUNT
Approved Irrigation Repairs - Zones E2 and W5 - Replaced (2) 6in pop ups and 1 tree bubbler	1	$211.25	$211.25
		BALANCE DUE	**$211.25**

Disclosure Services LLC

1005 Bradford Way
Kingston, TN 37763

Invoice

Date	Invoice #
5/15/2026	3

Bill To
Darby CDD C/O GMS- NF

RECEIVED
MAY 21 2026
BY:

Terms	Due Date
	5/15/2026

Description	Amount
Amortization Schedule Series 2024 A-2 8-1-25 Prepay $1,415,000	500.00

Total	$500.00
Payments/Credits	$0.00
Balance Due	$500.00

Phone #
865-717-0976

E-mail
tcarter@disclosureservices.info

Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Invoice

Invoice #: 49
Invoice Date: 5/14/26
Due Date: 5/14/26
Case:
P.O. Number:

Bill To:
Darby CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Facility Maintenance April 1 - April 30, 2026	0.5	45.00	22.50
Maintenance Supplies		317.40	317.40

RECEIVED
MAY 18 2026
BY:

Total	$339.90
Payments/Credits	$0.00
Balance Due	$339.90

Approved
Kelly Mullins, Operations Manager
Governmental Management Services for
Darby CDD
Date: 5-18-26

Alison Mossing
5-18-26

DARBY COMMUNITY DEVELOPMENT DISTRICT
MAINTENANCE BILLABLE HOURS
FOR THE MONTH OF APRIL 2026

Date	Hours	Employee	Description
4/23/26	0.5	T.M.	Removed debris around pool deck and parking lot
TOTAL	0.5		
MILES	0		*Mileage is reimbursable per section 112.061 Florida Statutes Mileage Rate 2009-0.445

MAINTENANCE BILLABLE PURCHASES

Period Ending 5/05/26

DISTRICT	DATE	SUPPLIES	PRICE	EMPLOYEE
Darby				
	4/14/26	Constant Contact Yearly Subscription	317.40	K.M.
		TOTAL	$317.40	

PRIME AE
Columbus Office
8415 Pulsar Place, Suite 300, Columbus, OH 43240
P: 614.839.0250 F: 614.839.0251

RECEIVED
MAY 21 2026
BY:

May 20, 2026
Project No: 24-01-0062
Invoice No: 2401006212C1

Darby Community Development District
ssweeting@gmsnf.com
bperegrino@gmsnf.com
*, FL

Project 24-01-0062 Darby CDD

Professional services for this period included preparing Amenity Certification and requisition 12 and 13.

Professional Services from April 04, 2026 to May 01, 2026

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing	
C1 CDD Business-Hourly	0.00	0.00	5,784.95	5,049.95	735.00	
C2 Project Construction Services-Hourly	0.00	0.00	2,011.60	2,011.60	0.00	
Total Fee	0.00		7,796.55	7,061.55	735.00	
		Total Fee				**735.00**
				Total this Task		**$735.00**

ZREIM Reimbursable Expense

Billing Limits	Current	Prior	To-Date	
Expenses	0.00	73.72	73.72	
Budget			500.00	
Remaining			426.28	
			Total this Task	**0.00**
			Total this Invoice	**$735.00**

REMITTANCE:
CHECKS: PRIME AEI 13901 Sutton Park Dr. S., Suite 200A, Jacksonville FL 32224l
If paying via ACH or wire, please send a remittance advice to cashreceipt@primeeng.com

Billing Backup

2I PRIME AE Group, Inc.

Project 24-01-0062 Darby CDD

Task C1 C1 CDD Business-Hourly

Professional Personnel

		Hours		
193 - Bussey, April	04.24.2026	.25		
notarizing document				
122 - Leaptrott, Beth	04.13.2026	1.00		
Requisition 12				
122 - Leaptrott, Beth	04.16.2026	1.00		
Requisition 12 and 13				
122 - Leaptrott, Beth	04.23.2026	1.00		
Amenity Improvements Certification				
Totals		3.25		
Total Labor				**735.00**

Total this Task	**$735.00**
Total this Project	**$735.00**
Total this Report	**$735.00**