

**SPRING LAKE
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
REGULAR MEETING
April 5, 2022**

**SPRING LAKE
COMMUNITY DEVELOPMENT DISTRICT AGENDA**

April 5, 2022, at 6:30 P.M

The Clubhouse at Lucaya Lake
11301 Lake Lucaya Drive, Riverview, FL 33579

District Board of Supervisors	Chairman Vice- Chairman Supervisor Supervisor Supervisor	Warren C. Keipper Ruth Brown William Kidwell Chrissy Nieves Thomas Bigelow
District Manager	Meritus	Rick Reidt Brian Lamb
District Attorney	Kutak Rock LLP.	Michael Eckert
District Engineer	Johnson Engineering, INC	Phil Chang

All cellular phones and pagers must be turned off while in the meeting room

The regular meeting will begin at **6:30 p.m.** with **Call to Order**, the public has the opportunity to comment on posted agenda items during the third section called **Audience Questions and Comments on Agenda Items**. Each individual is limited to **three (3) minutes** for such comment. The Board is not required to take action at this time but will consider the comments presented as the agenda progresses. The third section will be **Staff Reports**. This section allows the District Manager and Staff to update the Board of Supervisors on any pending issues that are being researched for Board action. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. In the event of a Public Hearing, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion, and vote. The fourth section is called **Business Items**. This section contains items for approval by the District Board of Supervisors that may require discussion, motions, and votes on an item-by-item basis. The fifth section is called **Consent Agenda**. The Consent Agenda section contains items that require the review and approval of the District Board of Supervisors as a normal course of business.

The final section is called **Supervisor Requests and Audience Questions, Comments and Discussion Forum**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet the district's need and where individuals may comment on matters that concern the District. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 873-700, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, or 7-1-1 who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same 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.

Agendas can be reviewed by contacting the Manager's office at (813) 873-7300 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting.

April 5, 2022

Board of Supervisors
Spring Lake Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Spring Lake Community Development District will be held on **Tuesday, April 5, 2022, at 6:30 pm. at the Clubhouse at Lucaya Lake located at 11301 Lake Lucaya Drive Riverview FL, 33579.** Please let us know 24 hours before the meeting if you wish to call in for the meeting. Following is the agenda for the meeting:

Call In Number: 1-866-906-9330

Access Code: 4863181#

1. CALL TO ORDER/ROLL CALL

2. PUBLIC COMMENT ON AGENDA ITEMS

3. STAFF REPORTS

- A. District Engineer
- B. District CounselTab 01 Page 04
 - i. Ratification of BrightView Acknowledgement of Withdrawal of Notice of Termination
 - ii. Memo on Best Practices for Responding to Public Records Requests
- C. District ManagerTab 02 Page 13
 - i. Action Item List

4. BUSINESS ITEM

- A. Discussion on Blue Pacific Licensing AgreementsTab 03 Page 14
- B. Discussion on Midge Fly Larvae TreatmentTab 04 Page 15
- C. Discussion on Pond Planting ProposalTab 05 Page 20
- D. Discussion on Rules of Procedure – Rule 1.3 Public Meetings, Hearings, and WorkshopsTab 06 Page 25
- E. Discussion on Fuel Surcharge from BrightView.....Tab 07 Page 89
- F. Discussion on Mulch ProposalsTab 08 Page 90
- G. Discussion on Palm Pruning ProposalsTab 09 Page 94
- H. Discussion on Field Services Proposal- Rizzetta & CompanyTab 10 Page 97
- I. Acceptance of Resignation of Board Member – Tom BigelowTab 11 Page 107
- J. General Matters of the District

5. CONSENT AGENDA

- A. Consideration of Minutes of the Board of Supervisors Regular Meeting March 1, 2022,Tab 12Page 108
- B. Consideration of Operations and Maintenance Expenditures February 2022Tab 13 Page 114
- C. Review of Financial Statements Month Ending February 28, 2022,Tab 14 Page 140

6. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS

7. ADJOURNMENT

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 873-7300.

Sincerely,
Rick Reidt
District Manager

March 3, 2022

BrightView Landscape Services, Inc.
9713 Palm River Road
Tampa, Florida 33619
Attn: Kyle Dubois

Re: *Spring Lake Community Development District ("District")
Withdrawal of Notice of Termination of Landscaping Services*

Dear Kyle:

Thank you for speaking with me today. As I stated, I represent the District. Last night, the District Board of Supervisors directed me to see if BrightView Landscape Services, Inc. ("BrightView") would be amendable to the District's withdrawal of its notice of Termination of Landscaping Services dated February 7, 2022. While the District anticipated it would approve a new landscape contract at last night's meeting, the District instead rejected the proposals it received and will repeat the competitive solicitation process. Brightview is of course invited to participate in this new competitive solicitation.

The District is asking BrightView to execute the signature line below to acknowledge: 1) its agreement to the withdrawal of the notice of Termination of Landscaping Services dated February 7, 2022, and 2) BrightView will continue to provide the landscape and irrigation maintenance services under the terms of the existing agreement dated July 1, 2019, as previously amended and extended, on a month-to-month basis at the previously agreed upon pricing plus an additional \$345.80 per month.

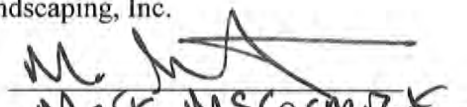
If you agree to the above, please have the signature line executed by the authorized BrightView representative and return to me by 5:00 pm on March 10, 2022. If BrightView is not in agreement with the above, I would appreciate the courtesy of letting me know so the District can retain a different contractor on a month-to-month basis until the competitive solicitation process can be completed.

Please contact me at (850)567-0558 with any questions. Thank you.

Sincerely,

Michael C. Eckert

BrightView Landscaping, Inc.

By: 
Printed Name: Mark McCormick
Title: General Manager
Date: 3/15/22

MEMORANDUM

TO: District Manager

FROM: Michael C. Eckert

DATE: March 29, 2022

RE: Best Practices for Responding to Public Records Requests

Over the past few months, we have seen an uptick in public records requests. While public records requests can be frustrating for all parties for a variety of reasons, it is important for a community development district to follow the law and to implement best practices. This will help the public receive the information they are seeking in a consistent and timely manner, while at the same time providing protection for the District should litigation over a public records request arise. Please keep in mind that the law regarding public records requests continues to evolve. In addition, this memorandum is not comprehensive and additional issues will invariably arise which will require further analysis. If at any time you have questions, please contact our office for guidance.

A few reminders on public records are in order.

1. A public records request does not have to be in writing.
2. A public records request does not have to be signed.
3. A public records request does not have to provide the name of the person requesting the records.
4. You cannot require the requestor to show identification.
5. You should not ask the requestor the purpose of the request, unless it is necessary to understand what records they are seeking.
6. You should not respond to a public records request by referring a person to a website in lieu of providing the requested record.
7. There is no obligation for you or the District to create a new record in response to a request.
8. There is no obligation for you or the District to answer questions in response to a request.
9. Public records requests occasionally seek records that should not be, or are not permitted to be, produced under Florida law. If you have any question regarding whether a document requested is “*exempt*” or “*exempt and confidential*” under Florida law, seek legal guidance from our office before production.

Based on current Florida law, below are some best practices that we encourage your office to implement and follow.

Initiation of Process

A public records request is received by a supervisor, a member of district staff, a district employee, or a contractor to the district.

Step One (all supervisors, staff, district employees and contractors)

Immediately send or communicate the request to the District Secretary or their designee for a coordinated and consistent response.

Step Two (District Secretary or their designee)

Acknowledge in writing that the request has been received. This step should be completed without delay.

Example: The District is in receipt of your public records request dated _____ . Your request will be processed in accordance with the District's Rules and Policies and Florida law.

Step Three (District Secretary or their designee)

Determine whether the request is seeking paper copies or electronic records.

Step Four (District Secretary or their designee)

Determine whether the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance. If the time to respond is in excess of 15 minutes, it is presumed to require extensive use of information technology resources or extensive clerical or supervisory assistance.

Step Five (District Secretary or their designee)

If the nature or volume of records requested does not require extensive use of information technology resources or extensive clerical or supervisory assistance, contact each District staff member or Board member who may have responsive records and assemble the requested records and move to step 6A.

If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, do not assemble the records at this time and move to step 6B.

Step 6A (District Secretary or their designee)

Review the assembled records to determine if there is any information that is included in the records that is exempt, or confidential and exempt, under Florida public records laws. If the records are clearly not exempt, or confidential and exempt, under Florida public records laws, provide the records to the requestor. If there is a question as to whether the records contain

information that is exempt, or confidential and exempt, under Florida public records laws, please forward the request and responsive records to District Counsel for review. After you hear back from District Counsel as to what records may be produced, produce the records. If any documents requested are not to be produced because they are exempt, or confidential and exempt, District Counsel will provide you with something in writing to deliver to the requestor which references the specific statutory basis for the withholding of the records. If paper records are requested, you should collect the copy charges from the requestor before providing the records. The amounts you can charge for copies and certified copies is set forth on Exhibit A hereto. Please ensure that you maintain a record of the date, time and manner in which you produced the records. *This is the final step when the request does not involve extensive use of information technology resources or extensive clerical or supervisory assistance.*

Step 6B (District Secretary or their designee)

When the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, you will need to estimate the special service fee that will be charged to process the request. You will also need to estimate the amount to be charged for paper copies, if requested. Understand that the special service charge is applicable to staff time spent responding to the request. Each staff member should be requested to provide their hourly rate for a special service fee (as calculated above) and an estimate of the time necessary for them to respond to the request. Board members should not charge for their time responding to public records requests. The special service charge must be based on the hourly wage (and benefits) of the person or persons responding to the request. In addition, the rate to be charged should be the rate for the person with the lowest hourly wage (and benefits) that is competent to respond to the request.

Example: If a recording secretary is paid \$40,000 a year and his or her benefits are valued at \$10,000 per year, works 50 weeks a year at 40 hours per week, that is a total of 2000 hours. \$50,000 total compensation and benefits divided by 2000 hours equals a special service charge of \$25 per hour.

Step 7 (District Secretary or their designee)

After you have spoken with all staff members who may have responsive records and determined the estimated special service fee, contact the requestor in writing to inform the requestor of the estimate and request payment before the response is compiled. This is a very important step in the process to complete with accuracy and consistency.

Example: Dear [Requestor]:

Below you will find the special service charge estimate for production of the records you have requested. A special service charge is necessary due to the fact that the nature and volume of the records requested will require extensive clerical and supervisory assistance to fully respond to the requests. [Responsive records could include notes, correspondence, emails,

meeting minutes, audio meeting recordings, agreements, drafts, reports, etc. over approximately the past _____ years.]

The estimate below assumes you want copies emailed to you and not paper copies. If you are requesting paper copies, there will be an additional duplication charge. Please clarify if you want paper copies.

Estimated Special Service Charge:

District Administrative

\$ _____ (estimated _____ hours @ \$ _____ per hour)

District Manager

\$ _____ (estimated _____ hours @ \$ _____ per hour)

District Engineer

\$ _____ (estimated _____ hours @ \$ _____ per hour)

Paralegal

\$ _____ (estimated _____ hours @ \$ _____ per hour)

Legal Counsel

\$ _____ (estimated _____ hours @ \$ _____ per hour)

Total Estimated Charge: \$ _____

A check for the estimated charge should be made payable to the _____ Community Development District and mailed to the following:

[INSERT DISTRICT MANAGER ADDRESS]

Upon receipt of your payment, we will begin the process of gathering the documents and reviewing applicable exemptions. If our estimate is higher than our actual expenses, we will refund the difference. If our actual costs are higher than our estimate, we will provide the additional charges to you and we will expect prompt payment.

Please confirm you want the documents sent by electronic mail to: _____.

[You have requested that your public records request be treated as continuing. Such is inconsistent with Florida law and the request will not

be treated by the District as continuing. See Florida Attorney General Informal Opinion to Worch, June 15, 1995.]

[In relation to the transcripts of shade sessions held on _____, _____, and _____ [DISTRICT MANAGER: INSERT SHADE SESSION MEETING DATES FOR THE LITIGATION], for separate and independent reasons, the records you requested are exempt and confidential under sections 286.011(8) and 119.07(1)(d) of the Florida Statutes. Such records remain exempt and confidential until the conclusion of the litigation or adversarial administrative proceedings, meaning a suit has been dismissed with prejudice or the statute of limitations has run. This position is based on Florida Attorney General Opinion 94-33. Therefore, these transcripts are not being produced.]

For questions, please contact _____ @ _____ (_____ - _____).

Step 8 (District Secretary or their designee)

Collect the special service charge estimate.

Step 9 (District Secretary or their designee)

Compile the requested records from all District staff and board members. Inform all staff members to keep track of their time spent responding to the request in tenth or quarter hour increments.

Step 10 (District Secretary or their designee)

Review the assembled records to determine if there is any information that is included in the records that is exempt, or confidential and exempt, under Florida public records laws. If the records are clearly not exempt, or confidential and exempt, under Florida public records laws, provide the records to the requestor. If there is a question as to whether the records contain information that is exempt, or confidential and exempt, under Florida public records laws, please forward the request and responsive records to District Counsel for review.

Step 11 (District Secretary or their designee)

After you hear back from District Counsel, compare the amount of the estimated special service charge to the amount of time actually expended responding to the request. If the estimated special service charge proves to be too high, provide a refund to the requestor. If the estimated special service charge proves to be too low, contact the requestor and seek the balance of the special service charge due. If the person refuses to pay, contact District Counsel for further instructions prior to producing the records.

Step 12 (District Secretary or their designee)

Produce the records. Please ensure that you maintain a record of the date, time and manner in which you produced the records.

Exhibit A

Excerpt from Rule of Procedure 1.2(2) (Most recent Kutak Rock version)

- (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.

Spring Lake CDD - Action Item List

April 5th, 2022

Action Item Description	Responsible	Open Date	Date Due	Status	Comments
Cardno to prepare planting plan for Lake Lucaya and other tables. Review failed plantings warranty and present proposals on plantings and appropriate fish stocking.	Cardno	2/1/22	April 5th, 2022 Meeting		Cardno emailed to bring warranty plans, discuss past plantings and provide plan with costs for additional plantings and fish stocking on 2/5/2022. they are scheduled to attend the April meeting.
Blue Pacific Property Encroachments and Fence Line Maintenance of CDD Property.	District Manager and Administrative Staff	6/1/21	April 5th, 2022 Meeting		Ten outstanding non responders. Extended to March 1, 2022 meeting for review. Meritus mailed again to non responders and working on detail clean up of missing signatures and surveys on submitted applications. Legal counsel direction and additional mailing to home owners completed.
Land Transfer of Tract E to HOA from CDD with CDD easement rights to Tract E rear portion which would remain CDD	District Counsel and District Engineer	6/1/21	April 5th, 2022 Meeting		Phil Chang approved to survey 2/1/2022, for Tract E.? He is working on this platting been approved by the county, the deed transfers.
RFP Landscape	Michael Eckert and Eric Daily	3/1/2022	April 5th, 2022 Meeting		Third round of RFP to be considered for approval by Board with the approval a timeline will be established for the process.
Final walk through phase 4	Phil Chang, Warren Keiper, Rick Reidt, and HOA Representative	1/4/22	February TBD		Mr. Chang, sent email to schedule during February with CDD and HOA participation.
Nora Grand Erosion	Phil Chang	3/1/22	April 5th, 2022 Meeting		Reported to Phil Chang, he will obtain quotes for repair as he recommends.
SWFWMD Notice form 2021-11-01 inadvertently sent to the HOA.	Cardno	3/16/22	ASAP		Appears to be old notice for reporting criteria Wetland Mitigation Area 1, Enhancement Wetland G, Wetland Mitigation Area 4, and Enhancement Wetland J. Deferred to Cardno for response on 3/22 after review by Phil Chang.

Blue Pacific Drive Encroachments on CDD Land

Mail Name	Mail Address	City	ST	Zip	Folio Number	Incomplete Agreement	Complete Agreement	Agreement not Received	Notes	Fence
Pickett Shawn Edward	12234 Blue Pacific Dr	Riverview	FL	33579	077436-2734	X			Needs Plat info	X
Frias Varinia D Ramirez Daniel	12236 Blue Pacific Dr	Riverview	FL	33579	077436-2736		X			
Hirsch Peter Hirsch Hecmarys	12238 Blue Pacific Dr	Riverview	FL	33579	077436-2738		X			
Arias Diego Aldana Ingri Carolina	12240 Blue Pacific Dr	Riverview	FL	33579	077436-2740		X			X
Fontenot John	12242 Blue Pacific Dr	Riverview	FL	33579	077436-2742		X			X
Nunez Luis	12244 Blue Pacific Dr	Riverview	FL	33579	077436-2744	X			Missing Survey	N
Vadnias Zachary James Vadnias Rachel A	12246 Blue Pacific Dr	Riverview	FL	33579	077436-2746	X			Missing Signature	N
Suissa Morgan Rotberg Suissa Pascal	12248 Blue Pacific Dr	Riverview	FL	33579	077436-2748		X			
Marshall-Allen Jill Marie	12250 Blue Pacific Dr	Riverview	FL	33579	077436-2750		X			X
Tojuola Crystal & Tojola Sola	12252 Blue Pacific Dr	Riverview	FL	33579	077436-2752		X			
Babcoat-Jones Tonni Y	12254 Blue Pacific Dr	Riverview	FL	33579	077436-3204	X			Missing Signature	X
Alvarez William	12256 Blue Pacific Dr	Riverview	FL	33579	077436-3206		X			X
De Los Santos Ruth M Michel	12258 Blue Pacific Dr	Riverview	FL	33579	077436-3208		X			X
Ramirez Gamboa Juan Manuel Ramirez Lisa Michelle Ponzio Beth Ann	12260 Blue Pacific Dr	Riverview	FL	33579	077436-3210		X			X
Alnabhany Dahliabrahim Majid	12262 Blue Pacific Dr	Riverview	FL	33579	077436-3212			X	NO	
Cox Michael Darin & Cox Marcy Smith	12264 Blue Pacific Dr	Riverview	FL	33579	077436-3214		X			X
Beaver Dennis & Beaver Joy	12266 Blue Pacific Dr	Riverview	FL	33579	077436-3216		X			Pool
Vanderhorst Hector Rafael & Vanderhorst Catherine	12268 Blue Pacific Dr	Riverview	FL	33579	077436-3218			X	Verbal Yes but tied up with Wedding Joy to f/u	
Gipson Chester II & Gipson Wendy	12270 Blue Pacific Dr	Riverview	FL	33579	077436-3220		X			X
Santos Christian N & Santos-Benitez Kathryn Michele	12272 Blue Pacific Dr	Riverview	FL	33579	077436-3222		X			X
Logan Stephen Jr	12274 Blue Pacific Dr	Riverview	FL	33579	077436-3224		X			N
Hernandez-Herminio Antonio JR & Hernandez Jamie Marie	12276 Blue Pacific Dr	Riverview	FL	33579	077436-3226	X			Missing Signature	X
Vazquez Lopez Carlos Acandelario Cardona Melanie	12302 Blue Pacific Dr	Riverview	FL	33579	077436-3228		X			X
Mays Christopher Jerrel	12304 Blue Pacific Dr	Riverview	FL	33579	077436-3230		X			X
Roberts Rginald & Roberts Cynthia	12306 Blue Pacific Dr	Riverview	FL	33579	077436-3232		X			Pool
Williamson Wayne Michael Williamson Dawn Rene	12308 Blue Pacific Dr	Riverview	FL	33579	077436-3234		X			
Kustubardis Alexandria	12312 Blue Pacific Dr	Riverview	FL	33579	077436-3236	X			Missing Signature	X
Smith Colette Restephens Shantell	12314 Blue Pacific Dr	Riverview	FL	33579	077436-3238		X			Pool
Rodriguez Emmanuel Rojas Carmen Milagros	12316 Blue Pacific Dr	Riverview	FL	33579	077436-3240	X			Missing Survey	
Acosta Mario Ivacosta Jacquelyn	12318 Blue Pacific Dr	Riverview	FL	33579	077436-3242		X			N
Thomas Kristopher Villeda Kimberly Barreto	12320 Blue Pacific Dr	Riverview	FL	33579	077436-3244			X	House Fire Verbal Yes	
Medina John Hcanchon Martha J	12322 Blue Pacific Dr	Riverview	FL	33579	077436-3246	X			Missing Survey	
Roeder Alexroeder Alexandria	12324 Blue Pacific Dr	Riverview	FL	33579	077436-3248	X			Need Additl Signature	
Allen Blake Allen Lauren	12326 Blue Pacific Dr	Riverview	FL	33579	077436-3250	X			Missing Survey	
Megan & Christopher Dumay (New Owner Jan 2022)	12328 Blue Pacific Dr	Riverview	FL	33579	077436-3252		X		New Owner	X
Wiggins Aaron Tyrone II Johnson Adam Tyler	12330 Blue Pacific Dr	Riverview	FL	33579	077436-2962	X			Says Submitted previously New form 4/1 Looking for Survey	X
Jaideo Yovindra Jaideo Jissell Terrill	12332 Blue Pacific Dr	Riverview	FL	33579	077436-2964		X			X
Kunz Wendy Ann	12334 Blue Pacific Dr	Riverview	FL	33579	077436-2966		X			X
Walter Devon Elisabeth Jasienowski Kailyn Elizabeth	12336 Blue Pacific Dr	Riverview	FL	33579	077436-2968		X			X
Prado Harley Franciscoprado Sharon G	12338 Blue Pacific Dr	Riverview	FL	33579	077436-2970		X			N
Holly David Holly Stacy	12340 Blue Pacific Dr	Riverview	FL	33579	077436-2972		X			X
Mejia Pablo B Jrortiz Criseida A	12342 Blue Pacific Dr	Riverview	FL	33579	077436-2974		X			
Bayani James madronio Maylene	12344 Blue Pacific Dr	Riverview	FL	33579	077436-2976		X			
Leech Ryan Michael	12346 Blue Pacific Dr	Riverview	FL	33579	077436-2978		X			
Ortiz Marie Aortiz Felicidad	12348 Blue Pacific Dr	Riverview	FL	33579	077436-2980	X			Looking for Survey	
Bjurbach Jesse Godon Raybjurbach Jennifer Amanda	12350 Blue Pacific Dr	Riverview	FL	33579	077436-2982		X			N
Walton Ryan Htellesfen Julie Christine	12352 Blue Pacific Dr	Riverview	FL	33579	077436-2984	X			Need Correct signatures	
Dukova Silviya Idukov Dicho	12354 Blue Pacific Dr	Riverview	FL	33579	077436-2986		X			
Steels Jordon Shireman Jordon	12358 Blue Pacific Dr	Riverview	FL	33579	077436-2988	X			Missing Survey	
Total						14	32	3	Total New (N) Fences	
									Total Previously Counted	
									6	
									21	

Rick,

The 30 day treatment is a minimum to reduce the quantity. It is recommended to do a treatment followed by another 2 weeks later, then go into the 30 day treatment cycle. The goal is to interrupt the life cycle. It usually takes 90 days to achieve the best results.

Example would be: 1st treatment- April 1st
2nd treatment- April 15th
3rd Treatment- May 13th
4th treatment- June 13th

We know this can become costly so we don't push to do multiple treatments, typically the Residents will dictate if another treatment is needed, based off of the number complaints a community gets. Sometimes one treatment will work enough reduce the swarms. Given the size of the waterbody, I don't think that will be the case. Minimum of 3, to really reduce the quantity. I hope this helps.

Patrick Boser

PROJECT ECOLOGIST
CARDNO

Mobile +1 813 927 1201

Address 3905 Crescent Park Drive , Riverview, FL 33578

Email patrick.boser@cardno.com Web www.cardno.com

Cardno Contract ID / Project ID: N/A

This Agreement is made effective March 21, 2022 by and between:

“Cardno”

Name: Cardno
Address: 3905 Crescent Park Drive, Riverview, FL 33578
Phone: 813-927-1201
Representative: Patrick Boser Email: Patrick.boser@cardno.com

“Client”

Name: Spring Lake CDD c/o Meritus Corp.
Address: 5680 W. Cypress Street, Suite A, Tampa, FL 33611
Phone: (813) 873-7300 Ext. 324
Representative: Rick Reidt Email: rick.reidt@merituscorp.com

The Scope of Services, Special Conditions, Terms, and Conditions constitute the complete agreement between Cardno and Client with respect to the scope of services hereunder.

Project Name/Location: Lucaya Lake Club –As needed Midge Fly Larvae Treatment Spring Lake.
Fee Type: Lump Sum
Retainer: A retainer in the amount of \$0 will be paid to Cardno upon contract execution and prior to the start of work. The retained amount will be credited on the final invoice(s) for services contracted under this Agreement.
Estimated Budget: \$1,465.00. Per treatment

Scope of Services:

Cardno will apply a biological control agent to control midge fly larvae in Spring Lake. We will apply our treatment to the lake margin as directed. The product starts controlling the larvae within 24 hours. 30-day treatment intervals are recommended to get the best results. All applications will be conducted by a State-certified applicator. Cardno can also provide a proposal for fish stocking as a long-term additional biological control.

Special Conditions:

No restrictions on use. Product has a strong garlic aroma.

NOW, THEREFORE, Cardno shall perform the services outlined in this Agreement for the stated fee in accordance with these terms and conditions:

ARTICLE 1: ACCESS TO SITE (if applicable)

Upon execution of this Agreement, the Client represents that they have secured legal rights to access the property and authorizes Cardno staff to access the site for activities necessary for the performance of the services.

ARTICLE 2: PAYMENT

- a. Cardno will submit invoices to Client monthly for services provided during the previous month. Each invoice will identify the project name and cost of the services provided. Cardno’s rates are subject to increase annually.

- b. Within thirty (30) days following Client's receipt of each invoice rendered by Cardno pursuant to this Agreement, Client will pay the amount invoiced. Retainers/deposits shall be credited on the final invoice if Client disputes any portion of an invoice; Client will notify Cardno in writing of such disputed items within 10 days of invoice date. In the event any invoice has not been paid in full within sixty (60) days of the invoice date, Cardno may immediately suspend all or any portion of the Services hereunder indefinitely, pending payment in full of such invoice(s).
- c. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest allowable. Collection fees and any additional legal costs associated with the recovery of outstanding payments may also be applied

ARTICLE 3: INDEMNIFICATION

Cardno and Client shall indemnify and hold harmless each other from and against damages, liabilities, costs and expenses, including but not limited to reimbursement of reasonable attorney fees arising out of damages or injuries to persons or property to the extent caused by the negligence, gross negligence or willful misconduct by the other party or anyone acting under its direction or control or on its behalf in the course of its performance under this Agreement; provided that each party's aforesaid indemnity agreement shall not be applicable to any liability based upon willful misconduct or negligence of the other party. In no event shall either party be responsible for any form of consequential damages, including, but not limited to loss of sales, loss of profits, and attorney fees thereon. For purposes of this Paragraph, the duty to indemnify does not include the duty to pay for or to provide an up-front defense against unproven claims or allegations. Where any claim results from the joint negligence, gross negligence or willful misconduct by Client and Cardno, the amount of such damage for which Client or Cardno is liable as indemnitor under this Paragraph shall equal the proportionate part that the amount of such claim attributable to such indemnitor's negligence, gross negligence or willful misconduct bears to the amount of the total claim attributable to the joint negligence, gross negligence or willful misconduct at issue.

ARTICLE 4: LIMITATION OF LIABILITIES

Notwithstanding any other provision in this Agreement, the Client agrees to strictly limit Cardno's liability under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, to the lesser of five times the fees paid to Cardno for the Services or the maximum of insurance provided. No claim may be brought against Cardno in contract or tort more than two (2) years after the cause of action arose. Any claim, suit, demand or action brought under this Agreement shall be directed and/or asserted only against Cardno and not against any of Cardno's employees, shareholders, officers or directors. Cardno's liability with respect to any claims arising out of this Agreement shall be limited as provided herein to direct damages arising out of the performance of the Services and Cardno shall not be held responsible or liable whatsoever for any consequential damages, injury or damage incurred by the actions or inactions of the Client, including but not limited to claims for loss of use, loss of profits and loss of markets

ARTICLE 5: TERMINATION:

This Agreement will continue in effect until terminated by either party upon thirty (30) days written notice to the other party. In the event of any termination, Cardno shall be paid for all services rendered and reimbursables incurred through the date of notice of termination. In the event of termination, the Client shall pay all additional costs reasonably related to termination of the project and a proportionate amount of the consideration hereunder commensurate with the portion of the project accomplished.

ARTICLE 6: FORCE MAJEURE

Any suspension, temporary or permanent, in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophic events, or any other similar event beyond the reasonable control or contemplation of either party.

ARTICLE 7: ASSIGNMENT

Neither party to this Agreement shall, without the prior written consent, of the other party, which shall not be unreasonably withheld, assign the benefit or in any way transfer any claim or obligation under this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

ARTICLE 8: OWNERSHIP OF DOCUMENTS

All report documents produced by Cardno under this Agreement shall be made available to the Client upon receipt of full payment for services rendered. Cardno shall retain ownership of all field notes, computer files and project files used to produce the work products and may make copies of all work products.

ARTICLE 9: CONFIDENTIALITY

Cardno will maintain in confidence the nature of its Services, as well as all information made available to Cardno by Client during the term of this Agreement or resulting from Services performed by Cardno under this Agreement. The confidential obligation imposed on Cardno by Paragraph 9, however, will not extend to any such information insofar as, and from such time as Cardno may disclose (i) as required by law, (ii) pursuant to court order, (iii) to its subcontractors, agents or other representatives as may be reasonably necessary to perform its services hereunder (iv) for the purpose of prosecuting or defending any litigation, or (v) Cardno can show by reasonable proof has been in the public domain. Cardno agrees to use information intended to be kept confidential under this Paragraph 9 solely to provide its Services.

ARTICLE 10: NOTICES

Any notices or written statements hereunder shall be deemed to have been given when mailed by certified or registered mail or via email, with receipt of reply, to the party entitled thereto at its address noted at the top of this Agreement or at such other latest address as it may designate in writing to the other party for this purpose.

ARTICLE 11: NON-SOLICITATION

Neither party shall knowingly solicit, recruit, hire or otherwise employ or retain the employees of the other working under this Agreement during the term of this Agreement and for one (1) year following the termination or expiration of this Agreement without the prior written consent of the other party.

ARTICLE 12: WAIVER

Failure by one party to notify the other party of a breach of any provision of this Agreement shall not constitute a waiver of any continuing breach. Failure by one party to enforce any of its rights under this Agreement shall not constitute a waiver of those rights. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

ARTICLE 13: GOVERNING LAW

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and governed by the laws of the place of the project.

ARTICLE 14: LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

ARTICLE 15: ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties relating to the subject matter of this Agreement and is the entire understanding and agreement related thereto. This Agreement may be amended by mutual consent of the parties in writing to be attached hereto and incorporated herein, executed by Cardno's and the Client's respective representatives.

The Parties agree and consent to the use of electronic signatures solely for the purposes of executing the Agreement or any related transactional document. Such electronic signature shall be deemed to have the same full and binding effect as a handwritten signature.

Cardno Inc.

By: _____
Print
Name: _____
Title: _____
Date: _____

Spring Lake CDD

By: _____
Print
Name: _____
Title: _____
Date: _____

Cardno Contract ID / Project ID: N/A

This Agreement is made effective March 21, 2022 by and between:

“Cardno”

Name: Cardno
Address: 3905 Crescent Park Drive, Riverview, FL 33578
Phone: 813-927-1201
Representative: Patrick Boser Email: Patrick.boser@cardno.com

“Client”

Name: Spring Lake CDD c/o Meritus Corp.
Address: 5680 W. Cypress Street, Suite A, Tampa, FL 33611
Phone: (813) 873-7300 Ext. 324
Representative: Rick Reidt Email: rick.reidt@merituscorp.com

The Scope of Services, Special Conditions, Terms, and Conditions constitute the complete agreement between Cardno and Client with respect to the scope of services hereunder.

Project Name/Location: Lucaya Lake Club – Ponds 1, 2 and 5, Planting
Fee Type: Lump Sum
Retainer: A retainer in the amount of \$0 will be paid to Cardno upon contract execution and prior to the start of work. The retained amount will be credited on the final invoice(s) for services contracted under this Agreement.
Estimated Budget: Task 1: \$2,835.00.

Scope of Services:

Task 1: Cardno will supply and install a mix of 3,000 bare root Pickerelweed and Arrowhead along the shoreline of Ponds 1, 2 and 5.

Special Conditions:

Plants will be installed in rows along the pond edge.

NOW, THEREFORE, Cardno shall perform the services outlined in this Agreement for the stated fee in accordance with these terms and conditions:

ARTICLE 1: ACCESS TO SITE (if applicable)

Upon execution of this Agreement, the Client represents that they have secured legal rights to access the property and authorizes Cardno staff to access the site for activities necessary for the performance of the services.

ARTICLE 2: PAYMENT

- a. Cardno will submit invoices to Client monthly for services provided during the previous month. Each invoice will identify the project name and cost of the services provided. Cardno's rates are subject to increase annually.

- b. Within thirty (30) days following Client's receipt of each invoice rendered by Cardno pursuant to this Agreement, Client will pay the amount invoiced. Retainers/deposits shall be credited on the final invoice if Client disputes any portion of an invoice; Client will notify Cardno in writing of such disputed items within 10 days of invoice date. In the event any invoice has not been paid in full within sixty (60) days of the invoice date, Cardno may immediately suspend all or any portion of the Services hereunder indefinitely, pending payment in full of such invoice(s).
- c. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest allowable. Collection fees and any additional legal costs associated with the recovery of outstanding payments may also be applied

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Notwithstanding any other provision in this Agreement, the Client agrees to strictly limit Cardno's liability under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, to the lesser of five times the fees paid to Cardno for the Services or the maximum of insurance provided. No claim may be brought against Cardno in contract or tort more than two (2) years after the cause of action arose. Any claim, suit, demand or action brought under this Agreement shall be directed and/or asserted only against Cardno and not against any of Cardno's employees, shareholders, officers or directors. Cardno's liability with respect to any claims arising out of this Agreement shall be limited as provided herein to direct damages arising out of the performance of the Services and Cardno shall not be held responsible or liable whatsoever for any consequential damages, injury or damage incurred by the actions or inactions of the Client, including but not limited to claims for loss of use, loss of profits and loss of markets

ARTICLE 5: TERMINATION:

This Agreement will continue in effect until terminated by either party upon thirty (30) days written notice to the other party. In the event of any termination, Cardno shall be paid for all services rendered and reimbursables incurred through the date of notice of termination. In the event of termination, the Client shall pay all additional costs reasonably related to termination of the project and a proportionate amount of the consideration hereunder commensurate with the portion of the project accomplished.

ARTICLE 6: FORCE MAJEURE

Any suspension, temporary or permanent, in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophic events, or any other similar event beyond the reasonable control or contemplation of either party.

ARTICLE 7: ASSIGNMENT

Neither party to this Agreement shall, without the prior written consent, of the other party, which shall not be unreasonably withheld, assign the benefit or in any way transfer any claim or obligation under this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

ARTICLE 8: OWNERSHIP OF DOCUMENTS

All report documents produced by Cardno under this Agreement shall be made available to the Client upon receipt of full payment for services rendered. Cardno shall retain ownership of all field notes, computer files and project files used to produce the work products and may make copies of all work products.

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ARTICLE 10: NOTICES

Any notices or written statements hereunder shall be deemed to have been given when mailed by certified or registered mail or via email, with receipt of reply, to the party entitled thereto at its address noted at the top of this Agreement or at such other latest address as it may designate in writing to the other party for this purpose.

ARTICLE 11: NON-SOLICITATION

Neither party shall knowingly solicit, recruit, hire or otherwise employ or retain the employees of the other working under this Agreement during the term of this Agreement and for one (1) year following the termination or expiration of this Agreement without the prior written consent of the other party.

ARTICLE 12: WAIVER

Failure by one party to notify the other party of a breach of any provision of this Agreement shall not constitute a waiver of any continuing breach. Failure by one party to enforce any of its rights under this Agreement shall not constitute a waiver of those rights. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

ARTICLE 13: GOVERNING LAW

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and governed by the laws of the place of the project.

ARTICLE 14: LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

ARTICLE 15: ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties relating to the subject matter of this Agreement and is the entire understanding and agreement related thereto. This Agreement may be amended by mutual consent of the parties in writing to be attached hereto and incorporated herein, executed by Cardno's and the Client's respective representatives.

The Parties agree and consent to the use of electronic signatures solely for the purposes of executing the Agreement or any related transactional document. Such electronic signature shall be deemed to have the same full and binding effect as a handwritten signature.

Cardno Inc.

By: _____
Print
Name: _____
Title: _____
Date: _____

Spring Lake CDD

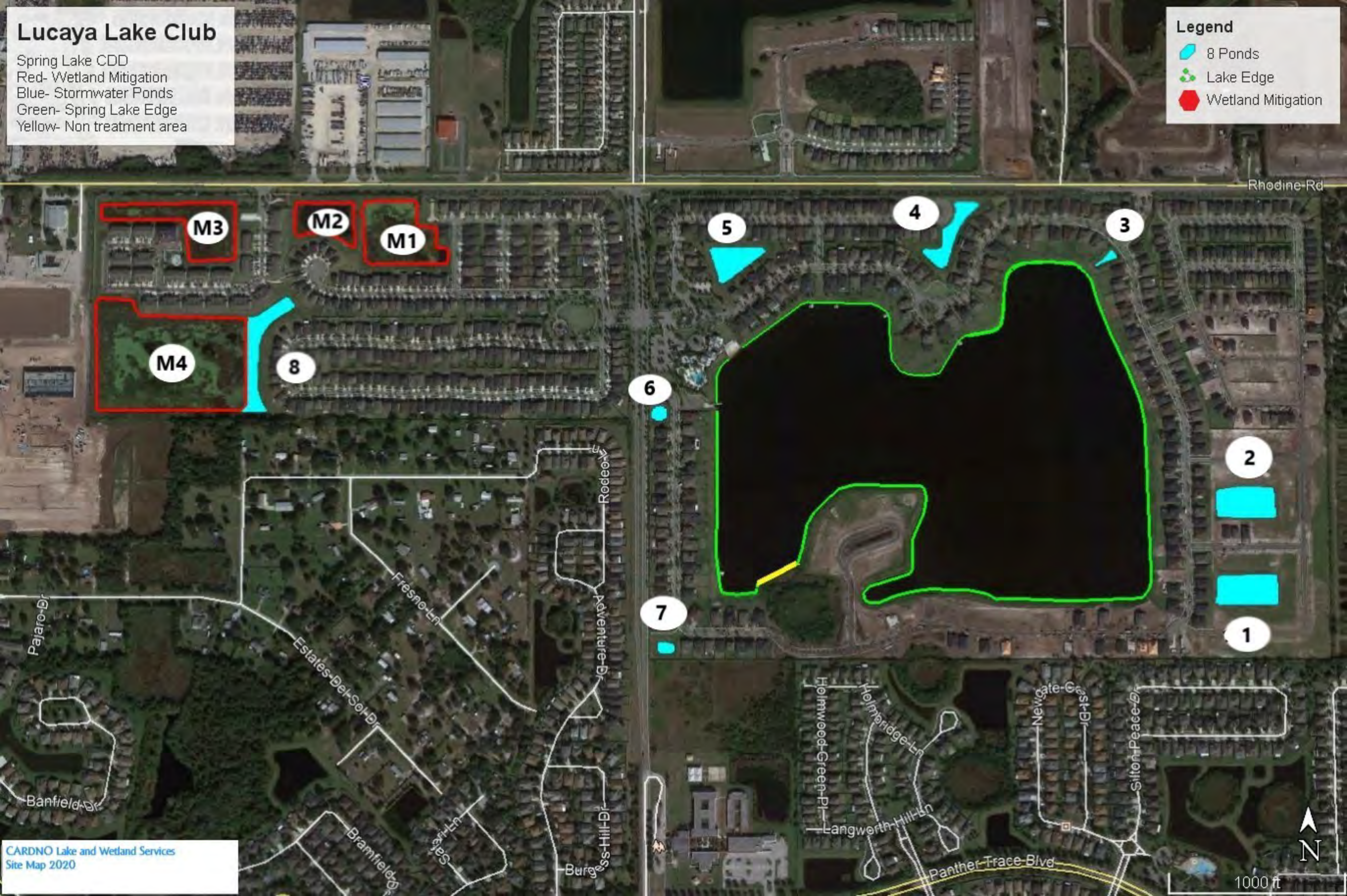
By: _____
Print
Name: _____
Title: _____
Date: _____

Lucaya Lake Club

Spring Lake CDD
Red- Wetland Mitigation
Blue- Stormwater Ponds
Green- Spring Lake Edge
Yellow- Non treatment area

Legend

- 8 Ponds
- Lake Edge
- Wetland Mitigation



DocuSign Envelope ID: B97F89B2-244E-43FE-874A-0D938E25F5AF

RESOLUTION 2020-02**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SPRING LAKE COMMUNITY DEVELOPMENT DISTRICT ADOPTING RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SPRING LAKE 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 5th day of May 2020.

ATTEST:

Asst. 
Secretary

SPRING LAKE COMMUNITY DEVELOPMENT DISTRICT

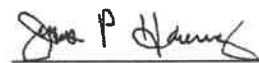

Chairman, Board of Supervisors

Exhibit A: Rules of Procedure

**RULES OF PROCEDURE
SPRING LAKE COMMUNITY DEVELOPMENT DISTRICT**

EFFECTIVE AS OF MAY 5TH OF 2020

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Rule 1.0 General.

- (1) The Spring Lake Community Development District (“District”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (“Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

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

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

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District (“Board”) shall consist of five (5) members. Members of the Board (“Supervisors”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
 - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
 - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
 - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable

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

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

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

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

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

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

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

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

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

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
- (a) Agenda packages for prior 24 months and next meeting;
 - (b) Official minutes of meetings, including adopted resolutions of the Board;
 - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
 - (d) Adopted engineer's reports;
 - (e) Adopted assessment methodologies/reports;
 - (f) Adopted disclosure of public financing;
 - (g) Limited Offering Memorandum for each financing undertaken by the District;
 - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
 - (i) District policies and rules;
 - (j) Fiscal year end audits; and
 - (k) Adopted budget for the current fiscal year.

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

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

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

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.

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

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

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

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

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

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. “General circulation” means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: “Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (____) _____. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office.”
 - (e) The following or substantially similar language: “A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.”

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”
- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) District Manager
 - 1. Financial Report
 - 2. Approval of Expenditures
- Supervisor’s requests and comments
- Public comment
- Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and

published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
 - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to

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

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

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

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

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

(1) Internal Controls. The District shall establish and maintain internal controls designed to:

- (a) Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), Florida Statutes; and
- (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
- (c) Support economical and efficient operations; and
- (d) Ensure reliability of financial records and reports; and
- (e) Safeguard assets.

(2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.

- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.

 - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.

- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District’s statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing

by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
 - (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.
- (6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:

- (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
 - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
 - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.
- (10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:

- (a) The texts of the proposed rule and the adopted rule;
- (b) All notices given for a proposed rule;
- (c) Any statement of estimated regulatory costs for the rule;
- (d) A written summary of hearings, if any, on the proposed rule;
- (e) All written comments received by the District and responses to those written comments; and
- (f) All notices and findings pertaining to an emergency rule.

(11) Petitions to Challenge Existing Rules.

- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
- (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
- (c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.
- (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
 - (i) Administer oaths and affirmations;

- (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
- (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) Variations 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. Variations and waivers from District rules may be granted subject to the following:
- (a) Variations and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
 - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District’s Rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;
 - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
 - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
 - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions

raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.

(d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.

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

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

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

Rule 3.0 Competitive Purchase.

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

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

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

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

- (o) “Request for Proposals” or “RFP” is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
 - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;
 - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
 - (viii) Whether the entity/individual is a certified minority business enterprise.

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

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

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

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.

- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
 - (a) Hold all required applicable state professional licenses in good standing;
 - (b) Hold all required applicable federal licenses in good standing, if any;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

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

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

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

(4) Competitive Selection.

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

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (5) Competitive Negotiation.
- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
 - (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
 - (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
 - (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

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

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

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

Rule 3.2 Procedure Regarding Auditor Selection.

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

(1) Definitions.

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

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

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

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

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

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

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

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

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

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

- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (7) Board Selection of Auditor.
- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase

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

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

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

Rule 3.4 Pre-qualification

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

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

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

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

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

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

(3) Suspension, Revocation, or Denial of Qualification

- (a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:
- i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
 - ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
 - iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
 - iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
 - v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
 - vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.

- vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
 - viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
 - ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
 - x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
 - xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
 - xii. The vendor or affiliate(s) has been convicted of a contract crime.
 - 1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
 - 2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- i. Impacts on project schedule, cost, or quality of work;
- ii. Unsafe conditions allowed to exist;
- iii. Complaints from the public;
- iv. Delay or interference with the bidding process;
- v. The potential for repetition;
- vi. Integrity of the public contracting process;
- vii. Effect on the health, safety, and welfare of the public.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

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

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

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

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

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.

- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.

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

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

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

Rule 3.6 Construction Contracts, Design-Build.

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:

- (2) Procedure.
 - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.

 - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.

 - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
 - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.

 - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

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

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

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

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

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

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

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

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

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

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

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

Rule 3.7 Payment and Performance Bonds.

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

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

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

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

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

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

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

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

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

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

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

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

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

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

Rule 3.9 Maintenance Services.

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

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

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

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

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

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

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

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.

- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

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

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

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

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

(1) Filing.

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

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

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

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

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

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

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

Rule 4.0 Effective Date.

These Rules shall be effective May 5, 2020, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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

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



March 21, 2022

Dear Valued Customer,

BrightView thanks you for your continued support and trusting us to provide your Landscape Service's needs.

As you may be aware, disruptions in the supply chain are causing significant inflationary challenges across many industries including Landscape & Snow Maintenance services. Unfortunately, Gasoline prices have recently been the one of the biggest increases we have experience throughout the nation.

BrightView will no longer be able to absorb gasoline prices in this significant inflationary period. Effective April 1, 2022, we will be adding a temporary Fuel Surcharge to your contract invoice. This will be effective for April's service period. (This charge will be temporary and based on the EIA.Gov (<https://www.eia.gov/petroleum/gasdiesel>) gasoline price index and will be re-evaluated once gasoline prices return to more historic averages based on 12/27/21 price of \$3.275)

We apologize for the temporarily added expense, but this will allow us to continue to provide the exceptional services you deserve.

Thank you for your understanding during these turbulent times.

Sincerely,

Gregory Funk
BrightView Landscape Services

A handwritten signature in cursive script that reads "Gregory Funk".

Proposal for Extra Work at Spring Lake CDD

Property Name	Spring Lake CDD	Contact	Spring Lake CDD .
Property Address	11301 Lake Lucaya Dr Riverview, FL 33579	To	Spring Lake CDD
		Billing Address	11301 Lake Lucaya Dr Riverview, FL 33607
Project Name	Install Mulch on CDD Property 3/30/2022		
Project Description	Install 2" of mulch on CDD controlled property		

Scope of Work

Brightview will provide all necessary tools and materials to complete this scope of work. The above mentioned includes the following.

QTY	UoM/Size	Material/Description
600.00	CUBIC YARD	Mulch Installed 2 inches (Bulk) all of CDD property

For internal use only

SO# 7772815
JOB# 341900277
Service Line 160

Total Price \$35,668.20

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
9713 Palm River Road, Tampa, FL 33619 ph. (813) 621-6619 fax (813) 621-6905

TERMS & CONDITIONS

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
- Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law; and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
- Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
- Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
- Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
- Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
- Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
- Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
- Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

- Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

- Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
- Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

CDD

Signature _____ Title _____

Spring Lake CDD . March 30, 2022

Printed Name _____ Date _____

BrightView Landscape Services, Inc. "BrightView"

Account Manager

Signature _____ Title _____

Gregory Funk March 30, 2022

Printed Name _____ Date _____

Job #: 341900277 Proposed Price: \$35,668.20
SO # 7772815

Proposal for Extra Work at Spring Lake CDD

Property Name	Spring Lake CDD	Contact	Rick Reidt
Property Address	11301 Lake Lucaya Dr Riverview, FL 33579	To	Spring Lake CDD
		Billing Address	11301 Lake Lucaya Dr Riverview, FL 33607
Project Name	Playground Mulch 3/3/2022		
Project Description	Playground Mulch installed		

Scope of Work

Provide Landscape enhancements by delivering and installing playground mulch at Lucaya Lakes Park. The above mentioned includes the following.

QTY	UoM/Size	Material/Description
25.00	CUBIC YARD	Mulch Installed (Bulk) -Playground Mulch installed at play ground

For internal use only

SO# 7751021
JOB# 341900277
Service Line 160

Total Price \$2,065.93

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
9713 Palm River Road, Tampa, FL 33619 ph. (813) 621-6619 fax (813) 621-6905

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law; and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
11. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

14. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

15. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
16. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

District Manager

Signature: _____ Title: _____

Rick Reidt March 03, 2022

Printed Name: _____ Date: _____

BrightView Landscape Services, Inc. "BrightView"

Account Manager

Signature: _____ Title: _____

Gregory Funk March 03, 2022

Printed Name: _____ Date: _____

Job #: 341900277 Proposed Price: \$2,065.93

SO # 7751021

Proposal for Extra Work at Spring Lake CDD

Property Name	Spring Lake CDD	Contact	Spring Lake CDD .
Property Address	11301 Lake Lucaya Dr Riverview, FL 33579	To	Spring Lake CDD
		Billing Address	11301 Lake Lucaya Dr Riverview, FL 33607
Project Name	Springlake Palm pruning		
Project Description	Trim all cdd palms		

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	EACH	Trim all Spring Lake CDD PALMS	\$14,160.78	\$14,160.78

Other

Sea foam entrance 2021-04-26 125736



For internal use only

SO# 7769753
JOB# 341900277
Service Line 300

Total Price \$14,160.78

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
9713 Palm River Road, Tampa, FL 33619 ph. (813) 621-6619 fax (813) 621-6905

TERMS & CONDITIONS

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
- Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law; and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
- Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
- Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
- Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
- Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
- Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
- Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
- Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

- Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

- Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
- Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

CDD

Signature

Title

Spring Lake CDD

March 30, 2022

Printed Name

Date

BrightView Landscape Services, Inc. "BrightView"

Account Manager

Signature

Title

Gregory Funk

March 30, 2022

Printed Name

Date

Job #: 341900277

Proposed Price: \$14,160.78

SO # 7769753

A blue rectangular sign with a white border and wavy lines, mounted on a concrete base. The sign is situated in a landscaped area with palm trees and other greenery. In the background, there is a gated entrance with a black metal fence and a white barrier arm.

LUCAYA
LAKE CLUB



Rizzetta & Company

Spring Lake Community Development District

Proposal for Professional Field Services

March 24, 2022

Presented by: Rizzetta & Company, Inc.

3434 Colwell Avenue, Suite 200
Tampa, FL 33614
813.933.5571

rizzetta.com

Rizzetta & Co. Field Services Management

““COMMITTED TO PRESERVING AND ENHANCING THE COMMUNITY LANDSCAPE”

One of the largest expenses in any planned community is landscape maintenance. Why not have a professional, experienced landscape manager ensuring it is thriving and beautifully framing the community as it was intended to be?

Our Field Services Management team includes a Landscape Designer, a former commercial landscape maintenance company account manager, and a prior owner of a multi-dimensional landscape service firm. Rizzetta & Co.'s Field Service Management team has a combined total of 82 years serving Florida community landscapes!

Each of our Field Services Managers is Best Management Practices certified in the state of Florida. Our team is committed to elevating the landscape maintenance in your community with detailed inspections, formal reporting, landscape planning, and effective vendor management strategies.

The first thing noticed in any community is its landscaping. It can convey a “Wow” factor to visitors, set a welcoming tone for the residents, and help to increase the home values within the community. Rizzetta & Co.'s Field Services Management team provides the expertise needed for a well-planned, well-maintained community landscape now and for the future.



Rizzetta & Company

How we do it

Community Asset Management Plan: Upon request, perform a complete inventory of the community landscape assets and provide an inventory report to the board.

Landscape Design: Landscape designer on staff available for landscape consultation, enhancements, and design.

Landscape and Irrigation Specification Development: Develop a request for proposal (RFP) document to include a customized set of standards and specifications based on the community needs and budget. Conduct the bidding process, review, and prepare a bid tabulation document for the board. Assist the board with reviewing the bid tabulation and other pertinent information.

Landscape Maintenance Inspections: Perform grounds inspections, provide the board with an inspection report, notify maintenance contractor of deficiencies in service, and obtain proposals for landscape projects.

Landscape Turnover Inspections: Attend landscape turnover meeting and participate in the inspection on behalf of the board. Follow up report provided.

Master Task Project Plan for Mature Communities: Develop a project plan specific to landscape replacement and enhancement for the common areas. Emphasis is on maturing landscape in the community and budgeting accordingly.



Rizzetta & Company

Scope of Services

Rizzetta & Co. at the request of the Spring Lake Community Development District is pleased to provide this proposal for professional Field Services Management. These services will be provided on a recurring basis, with a detailed description provided below.

Field Services Management:

- Perform one (1) monthly landscape maintenance inspection to ensure oversight of onsite landscape maintenance contractors and compliance with the District's landscape and irrigation maintenance contracts.
- Provide the District with one (1) monthly field inspection report, which shall be included in the District's agenda package and may contain, among other things, recommended action items.
- Upon request of the District, attend up to six (6) District meetings in person or electronically, per fiscal year, to review landscape maintenance inspection report or discuss other landscape-related issues.
- Notify landscape maintenance contractors of deficiencies in service or the need for additional care.
- Monitor the progress of landscape maintenance contractors in accordance with scope of work provided in maintenance contracts with the District.
- Upon request, provide input, for preparation of the District's annual budget.
- Upon request, prepare and develop a scope of services for landscape & irrigation maintenance proposals and oversee entire bidding process. This service to be provided once per fiscal year at no additional charge to the District.
- Obtain additional competitive landscape maintenance proposals for incidental work as requested by the District and provide them to the District Manager.



Rizzetta & Company

Our Professional Field Services Management Fee

Based on the Scope of Services, Rizzetta & Co. proposes the following Field Services Management fee:

Option 1. – Scope of Services as presented (service fee will be billed monthly):

- \$700/mt. - \$8400.00/yr.

Option 2. – Scope of Services as amended (service fee will be billed quarterly):

- Perform one (1) quarterly landscape maintenance inspection to ensure oversight of onsite landscape maintenance contractors and compliance with the District's landscape maintenance and irrigation contracts.
- Provide the District with one (1) quarterly landscape maintenance inspection report which shall be provided in the District's agenda package and include, among other things, recommended action items.
- Attend four (4) District meetings in person or electronically, per fiscal year, to review Field Inspection Report and/or to discuss other landscape-related items.

\$800.00 quarterly - \$3200/yr.

Submitted

By: _____

John R Toborg, Manager, Field Services

Rizzetta & Co., Inc.

Date: March 24, 2022

Accepted

By: _____

Print: _____

For: Spring Lake Community Development District

Date: _____



Rizzetta & Company



Rizzetta & Company

Spring Lake Community Development District

Proposal for Landscape and Irrigation Maintenance Specification Development

March 24, 2022

Presented by: Rizzetta & Company, Inc.

3434 Colwell Avenue, Suite 200
Tampa, FL 33614

rizzetta.com

Rizzetta & Co. Field Services Management

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The first thing noticed in any community is its landscaping. It can convey a “Wow” factor to visitors, set a welcoming tone for the residents, and help to increase the home values within the community. Rizzetta & Co.'s Field Services Management team provides the expertise needed for a well-planned, well-maintained community landscape now and for the future.



Rizzetta & Company

How we do it

Community Asset Management Plan: Upon request, perform a complete inventory of the community landscape assets and provide an inventory report to the board.

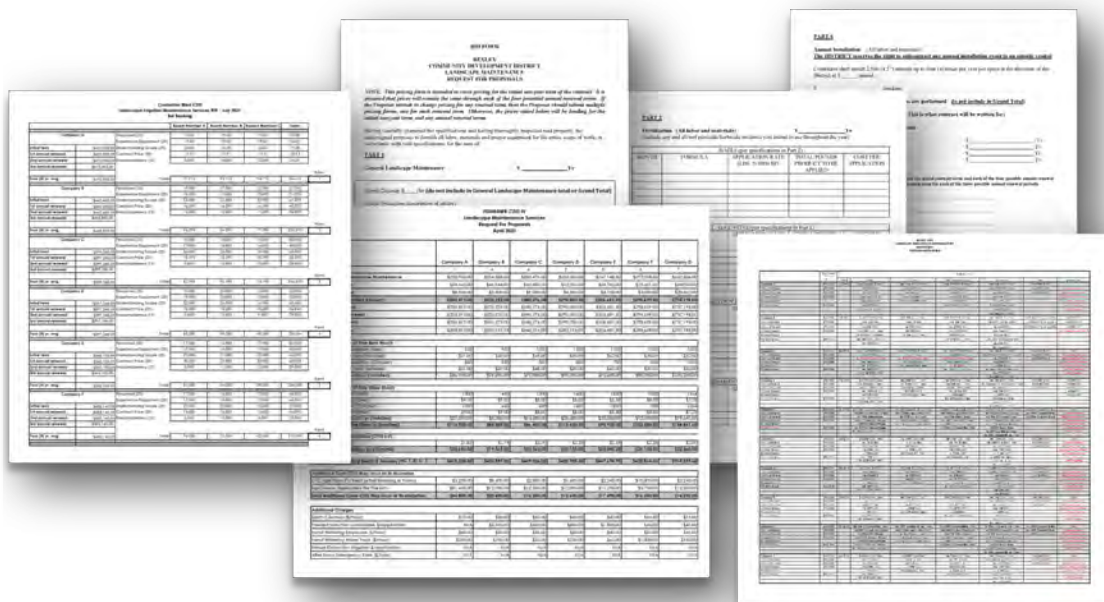
Landscape Design: Landscape designer on staff available for landscape consultation, enhancements, and design.

Landscape and Irrigation Specification Development: Develop a request for proposal (RFP) document to include a customized set of standards and specifications based on the community needs and budget. Conduct the bidding process, review, and prepare a bid tabulation document for the board. Assist the board with reviewing the bid tabulation and other pertinent information.

Landscape Maintenance Inspections: Perform grounds inspections, provide the board with an inspection report, notify maintenance contractor of deficiencies in service, and obtain proposals for landscape projects.

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Master Task Project Plan for Mature Communities: Develop a project plan specific to landscape replacement and enhancement for the common areas. Emphasis is on maturing landscape in the community and budgeting accordingly.



Rizzetta & Company

Scope of Services

Rizzetta & Co. will perform the following scope of services:

- Develop a formal Request for Proposals (RFP).

Rizzetta will develop a customized RFP document that will be provided to interested landscape maintenance contractors. The RFP will include specific contractor instructions regarding site visits, pricing instructions, quote forms, preparation, and delivery. Also included will be the customized scope of work.

- Develop Landscape and Irrigation Maintenance Services and Specifications.

After meeting with appropriate on-site personnel, if any, to ensure all site-specific maintenance requirements are met, Rizzetta & Co. will tailor a detailed scope of work based on the Client's needs for the property including maintenance specifications for turf, shrubs, trees, perennials and groundcovers. Additional specifications will be provided for proper fertilization and pest control based on Green Industries Best Management Practices (GIBMP), as well as inspection requirements for monthly irrigation wet checks.

- Conduct and Administer Pre-Bid meeting with Contractors.

Rizzetta & Co. will conduct a mandatory on-site Pre-Bid meeting to discuss the RFP Project manual, the property and any other pertinent site-specific issues as well as compile a list of those vendors in attendance.

- Review Quotes and Submit Tabulation Summary.

After receipt of quotes, Rizzetta & Co. will prepare and provide a tabulation summary to the Client to assist in the evaluation.

- Assist the Client during a designated meeting in the evaluation of the vendors' proposals.

Rizzetta & Co., after providing Client with summaries of proposals and bid ranking sheets, will conduct the evaluation/scoring of the bids during a designated board meeting.



Rizzetta & Company

Our RFP Preparation Fees and Expenses

- Contractor Package Fees and Expenses:

All production, printing, postage, shipping and blueprinting costs necessary to perform the services are included.

Site maintenance exhibit to be provided by the Client.

- All travel costs necessary to perform the services are included.

Total Fee for Landscape and Irrigation Maintenance Specification Development: \$3000. (fee to be billed upon completion)

Submitted

By: _____

John R Toborg, Manager, Field Services

Rizzetta & Co., Inc.

Date: March 24, 2022

Accepted

By: _____

Print: _____

For: Spring Lake Community Development District

Date: _____



Rizzetta & Company

March 14, 2022

To: Rick Reidt
Spring Lake CDD
c/o Meritus Corp
2005 Pan Am Circle, Suite 300
Tampa, FL 33607

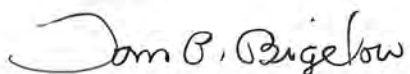
From: Tom P. Bigelow
11627 Lake Lucaya Drive
Riverview FL 33579

Dear Rick Reidt,

It has been an honor to serve on the Spring Lake CDD board since being appointed over a year ago. However, we will soon be placing our house up for sale and moving out of the district and therefore can no longer serve.

Please accept this letter as my official resignation from the Spring Lake CDD board effective at the end of the next CDD meeting, April 5, 2022.

Sincerely,

A handwritten signature in black ink that reads "Tom P. Bigelow". The signature is written in a cursive style with a large, looped initial "T".

Tom P. Bigelow

SPRING LAKE COMMUNITY DEVELOPMENT DISTRICT

March 1, 2022 Minutes of the Regular Meeting

Minutes of the Regular Meeting

The Regular Meeting of the Board of Supervisors of the Spring Lake Community Development District was held on **Tuesday, March 1, 2022 at 6:30 p.m.** at The Clubhouse at Lucaya Lake located at 11301 Lake Lucaya Dr., Riverview, FL 33579.

1. CALL TO ORDER/ROLL CALL

Rick Reidt called the Regular Meeting of the Board of Supervisors of the Spring Lake Community Development District to order on **Tuesday, March 1, 2022 at 6:30 p.m.**

Board Members Present and Constituting a Quorum:

Warren Keipper	Chair	
Ruth Brown	Vice-Chair	
William Kidwell	Supervisor	
Chrissy Nieves	Supervisor	<i>via conference call</i>
Tom Bigelow	Supervisor	

Staff Members Present:

Rick Reidt	District Manager, Meritus	
Michael Eckert	District Counsel, Kutak Rock	<i>via conference call</i>
Phil Chang	District Engineer, Johnson Engineering	
Eric Daily	Halifax	

There were 35 Vendors representatives in attendance.

There were resident audience members in attendance.

2. PUBLIC COMMENT ON AGENDA ITEM

A few residents spoke on the Blue Pacific Fence issue and dissatisfaction with current landscape vendor.

3. STAFF REPORTS

A. District Engineer

Mr. Chang reviewed the mapping and Blue Pacific land issue with the board and residents providing the board with new revised map draft

The Board then discussed the options on Blue Pacific licensing status and a report summary was provided to the board by Mr. Keiper and staff. There was discussion on how to proceed with various options.

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MOTION TO:	Authorize Legal counsel, Chairman and District Manager to prepare and mail a targeted notification to the nine nonresponsive homeowners.
MADE BY:	Supervisor Kidwell
SECONDED BY:	Supervisor Brown
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 5/0 - Motion Passed Unanimously

B. District Council

Mr. Eckert reviewed Special Warranty Deed on Park Transfer – Parcel D

MOTION TO:	Accept Warranty Deed for Parcel D
MADE BY:	Supervisor Kidwell
SECONDED BY:	Supervisor Brown
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 5/0 - Motion Passed Unanimously

C. District Manager

- i. Action Item List**
- ii. DM Report- Update on Vessel Certifications Status**
- iii. DM Update of OM Issues for December**

Mr. Reidt reviewed Action Item List, he provided updates on the Vessel Certification totals and commented on corrections to December financials and that Mr. Lamb has authorized a refund of \$5,000 to the district with 50% on March Invoice and 50% on April Invoice.

4. BUSINESS ITEMS

A. Consideration on RFP for Landscaping Services

- i. BrightView**
- ii. Down to Earth**
- iii. Landscape Maintenance Professionals**
- iv. Yellowstone**

Only two submitting vendors were in attendance LMP and Brightview. Yellowstone did not attend. The Board asked questions of vendors and then discussed issues with legal. At the advice of legal the following motions were made discussed and voted on.

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MOTION TO: Declare LMP RFP bid nonresponsive due to errors and changes in submission.
MADE BY: Supervisor Kidwell
SECONDED BY: Supervisor Nieves
DISCUSSION: None further
RESULT: Called to Vote: Motion PASSED
5/0 - Motion Passed Unanimously

MOTION TO: Reject RFP bids from Brightview and Yellowstone due to lack of competitiveness
MADE BY: Supervisor Nieves
SECONDED BY: Supervisor Brown
DISCUSSION: None further
RESULT: Called to Vote: Motion PASSED
4/1 - Motion Passed; Supervisor Kidwell opposed

MOTION TO: Authorize Mr. Eckert to withdraw cancellation letter on Brightview agreement and continue agreement month to month until new RFP and selection of possible vendor is completed.
MADE BY: Supervisor Kidwell
SECONDED BY: Supervisor Brown
DISCUSSION: None further
RESULT: Called to Vote: Motion PASSED
4/1 - Motion Passed; Supervisor Nieves opposed.

B. Consideration of Resolution 2022-04; Designating Registered Agent
Mr. Eckert withdrew Resolution 2022-04 from consideration at this time.

C. Discussion on Pressure Washing Proposal
The Board discussed the pressure washing proposal.

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MOTION TO:	Approve the Brooks proposal
MADE BY:	Supervisor Brown
SECONDED BY:	Supervisor Kidwell
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 5/0 - Motion Passed Unanimously

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D. Acceptance of Letter of Termination for District Management Services – Meritus, LLC

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MOTION TO:	Motion to Accept Letter of Termination
MADE BY:	Supervisor Brown
SECONDED BY:	Supervisor Keiper
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 5/0 - Motion Passed Unanimously

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E. General Matters of the District.

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There were no general matters of the district

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5. CONSENT AGENDA

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MOTION TO:	Approval of all Consent agenda items with revision of last vendor name in Regular Service corrected to Tampa Times from Tampa Electric.
MADE BY:	Supervisor Keiper
SECONDED BY:	Supervisor Bigelow
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 5/0 - Motion Passed Unanimously

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- B. Consideration of Operations and Maintenance Expenditures January 2022**
- C. Review of Financial Statements Month Ending January 31, 2022**

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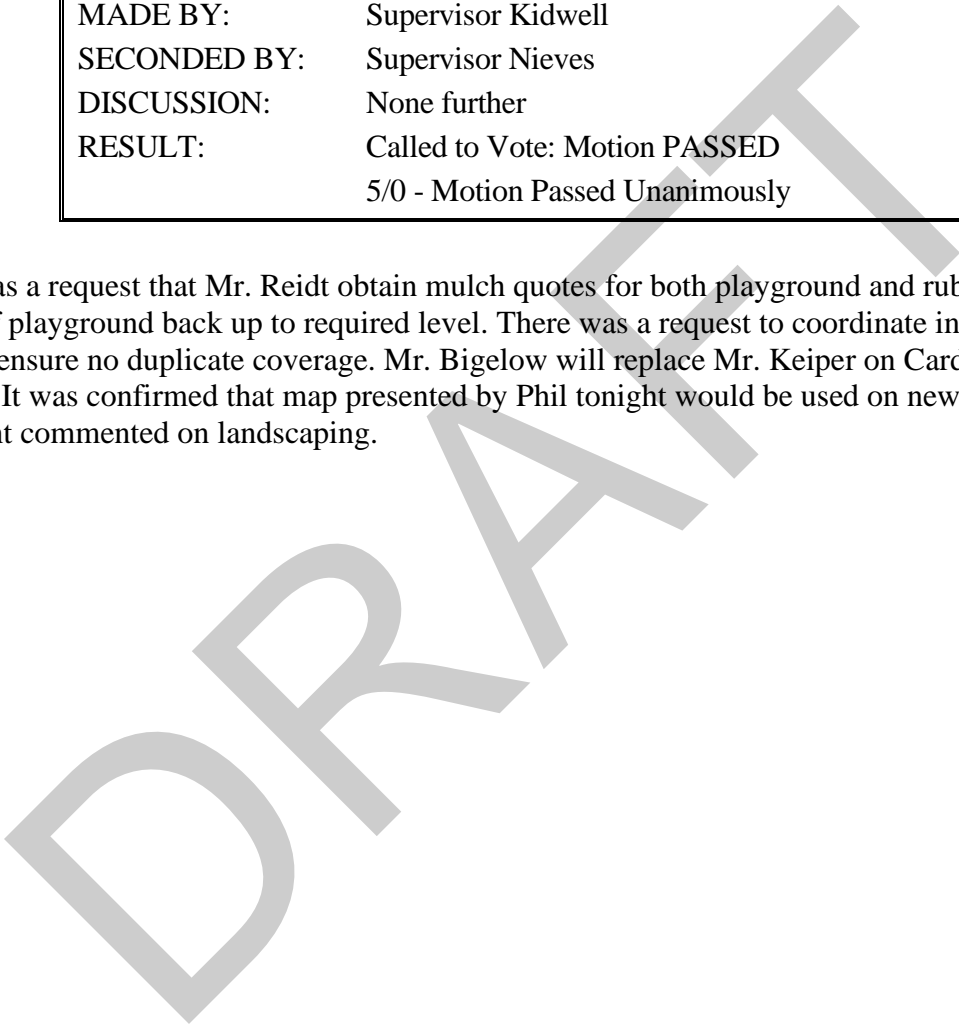
6. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS

The board discussed a Need for a workshop for the budget.

MOTION TO:	Establish workshop for April 5th, 2022, at 2pm for a Budget Workshop
MADE BY:	Supervisor Kidwell
SECONDED BY:	Supervisor Nieves
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 5/0 - Motion Passed Unanimously

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There was a request that Mr. Reidt obtain mulch quotes for both playground and rubber bringing height of playground back up to required level. There was a request to coordinate insurance with HOA to ensure no duplicate coverage. Mr. Bigelow will replace Mr. Keiper on Cardno walk through. It was confirmed that map presented by Phil tonight would be used on new RFP. A resident Comment commented on landscaping.



183 **7. ADJOURNMENT**
184

MOTION TO:	Adjourn at 10:01 pm
MADE BY:	Supervisor Bigelow
SECONDED BY:	Supervisor Brown
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 5/0 - Motion Passed Unanimously

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193 **These minutes were done in summary format.*
194
195 **A copy of the audio recording is available on request.*
196
197 **Each person who decides to appeal any decision made by the Board with respect to any matter considered at*
198 *the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made,*
199 *including the testimony and evidence upon which such appeal is to be based.*

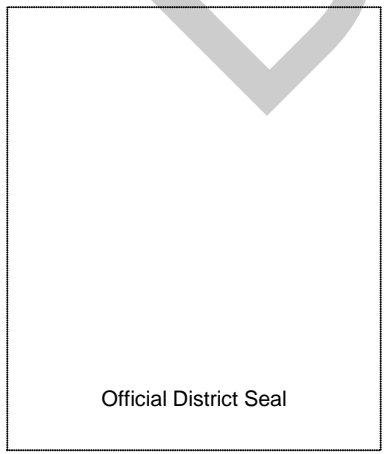
200
201 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**
202 **meeting held on _____.**
203

204 _____	204 _____
205 Signature	205 Signature
206 _____	206 _____
207 Printed Name	207 Printed Name
208 _____	208 _____
209 Title:	209 Title:
210 <input type="checkbox"/> Secretary	210 <input type="checkbox"/> Chairman
211 <input type="checkbox"/> Assistant Secretary	211 <input type="checkbox"/> Vice Chairman
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215 *Recorded by Records Administrator*

216 _____
217 *Signature*

218 _____
219 *Date*



Lucaya Lake Club Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract				
Meritus Districts	72377	\$ 4,708.33		District Management Services - January 2022
Meritus Districts	74028	4,793.34	\$ 9,501.67	District Management Services - February 2022
Monthly Contract Sub-Total		\$ 9,501.67		
Variable Contract				
Supervisor: Mary Christiana Nieves	MN 020122	\$ 200.00		Supervisor Fee -02/01/2022
Supervisor: Ruth Brown	RB 020122	200.00		Supervisor Fee - 02/01/2022
Supervisor: Thomas Bigelow	TB 020122	200.00		Supervisor Fee - 02/01/2022
Supervisor: William Kidwell	WMK 020122	200.00		Supervisor Fee - 02/01/2022
Variable Contract Sub-Total		\$ 800.00		
Utilities				
Supervisor: Warren Keipper	WK 020122	\$ 200.00		Supervisor Fee - 02/01/2022
Tampa Electric	211005013209 021822	45.75		Electric Service thru 02/14/2022
Utilities Sub-Total		\$ 245.75		
Regular Services				
BrightView	7757135	\$ 3,618.42		Irrigation Maintenance (Roundabout) - 02/09/2022
BrightView	7762430	396.69	\$ 4,015.11	Irrigation Repairs -(January 2022) 01/15/2022
Cardno	326823	420.00		Professional Services thru 01/28/2022
Cardno	326824	1,060.00		Professional Services thru 01/28/2022
Cardno	326913	85.00	\$ 1,565.00	Professional Services thru 01/28/2022
Kutak Rock LLP	3009707	5,077.96		Professional Legal Services thru 01/31/2022

Lucaya Lake Club Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Lucaya Lake Club Homeowners	01 2022	506.88		Steven Horan Billable Hours - January 2022
Lucaya Lake Club Homeowners	10 2021	714.24		Steven Horan Billable Hours - October 2021
Lucaya Lake Club Homeowners	11 2021	691.20		Steven Horan Billable Hours - November 2021
Lucaya Lake Club Homeowners	12 2021	529.92		Steven Horan Billable Hours - December 2021
Lucaya Lake Club Homeowners	01 2022 2	345.60		Steven Horan Billable Hours - January 2022
Lucaya Lake Club Homeowners	02 2022	345.60	\$ 3,133.44	Steven Horan Billable Hours - February 2022
Spring Lake CDD	092021	299.52		Steven Horan Billable Hours - September 2021
Regular Services Sub-Total		\$ 14,091.03		
Additional Services				
Additional Services Sub-Total		\$ 0.00		
TOTAL:		\$ 24,638.45		

Approved (with any necessary revisions noted):

Signature

Printed Name

Title (check one):

Chairman Vice Chairman Assistant Secretary

Meritus Districts

A Division of Inframark, LLC

INVOICE

2005 Pan Am Circle
Suite 300
Tampa, FL 33607

INVOICE#

#72377

DATE

1/25/2022

BILL TO

Spring Lake CDD
2005 Pan Am Cir Ste 700
Tampa FL 33607-2380
United States

CUSTOMER ID

C2290

NET TERMS

Net 30

PO#**DUE DATE**

2/24/2022

Services provided for the Month of: **January 2022**

DESCRIPTION	QTY	UOM	RATE	AMOUNT
District Management Services - District Management	1	Ea	3,750.00	3,750.00
Website Maintenance - Website Maintenance / Admin	1	Ea	125.00	125.00
Dissemination Services - Dissemination Services	1	Ea	833.33	833.33
Subtotal				4,708.33

Subtotal \$4,708.33

Tax \$0.00

Total Due \$4,708.33

Voice: 813-397-5122 | Fax: 813-873-7070

Meritus Districts

A Division of Inframark, LLC

INVOICE

2005 Pan Am Circle
Suite 300
Tampa, FL 33607

INVOICE#
#74028

DATE
2/18/2022

BILL TO

Spring Lake CDD
2005 Pan Am Cir Ste 700
Tampa FL 33607-2380
United States

CUSTOMER ID
C2290

NET TERMS
Net 30

PO#

DUE DATE
3/20/2022

Services provided for the Month of: February 2022

DESCRIPTION	QTY	UOM	RATE	AMOUNT
Copies - 25 Copies Color-November 2021 & 12 Copies Color-December 2021	37	Ea	0.50	18.50
Postage - \$6.89 Postage-November 2021 & \$14.32 Postage-December 2021	1	Ea	21.21	21.21
Copies - 199 Copies B/W-November 2021 & 103 Copies B/W-December 2021	302	Ea	0.15	45.30
Website Maintenance - Website Maintenance / Admin	1	Ea	125.00	125.00
Dissemination Services - Dissemination Services	1	Ea	833.33	833.33
District Management Services - District Management	1	Ea	3,750.00	3,750.00
Subtotal				4,793.34

Subtotal	\$4,793.34
Tax	\$0.00
Total Due	\$4,793.34

Remit To :

Inframark LLC, PO BOX 733778, Dallas, Texas, 75375-3778

Please include CUSTOMER ID and the invoice number on the check stub of your payment. Phone: 813-397-5122 | Fax: 813-873-7070

SPRING LAKE CDD

MEETING DATE: February 1, 2022

DMS Staff Signature *[Handwritten Signature]*

SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Thomas Bigelow	✓	SALARY ACCEPTED	\$200.00
Mary Christiana (Chrissy) Nieves	✓	SALARY ACCEPTED	\$200.00
William Kidwell	✓	SALARY ACCEPTED	\$200.00
Ruth Brown	✓	SALARY ACCEPTED	\$200.00
Warren Keipper	✓	SALARY ACCEPTED	\$200.00

mn 020122

SPRING LAKE CDD

MEETING DATE: **February 1, 2022**

DMS Staff Signature *[Handwritten Signature]*

SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Thomas Bigelow	✓	SALARY ACCEPTED	\$200.00
Mary Christiana (Chrissy) Nieves	✓	SALARY ACCEPTED	\$200.00
William Kidwell	✓	SALARY ACCEPTED	\$200.00
Ruth Brown	✓	SALARY ACCEPTED	\$200.00
Warren Keipper	✓	SALARY ACCEPTED	\$200.00

RB 020122

SPRING LAKE CDD

MEETING DATE: **February 1, 2022**

DMS Staff Signature *[Handwritten Signature]*

SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Thomas Bigelow	✓	SALARY ACCEPTED	\$200.00
Mary Christiana (Chrissy) Nieves	✓	SALARY ACCEPTED	\$200.00
William Kidwell	✓	SALARY ACCEPTED	\$200.00
Ruth Brown	✓	SALARY ACCEPTED	\$200.00
Warren Keipper	✓	SALARY ACCEPTED	\$200.00

TB 020122

SPRING LAKE CDD

MEETING DATE: **February 1, 2022**

DMS Staff Signature *[Handwritten Signature]*

SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Thomas Bigelow	✓	SALARY ACCEPTED	\$200.00
Mary Christiana (Chrissy) Nieves	✓	SALARY ACCEPTED	\$200.00
William Kidwell	✓	SALARY ACCEPTED	\$200.00
Ruth Brown	✓	SALARY ACCEPTED	\$200.00
Warren Keipper	✓	SALARY ACCEPTED	\$200.00

WmK 020122

SPRING LAKE CDD

MEETING DATE: **February 1, 2022**

DMS Staff Signature *Paul L. Paul*

SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Thomas Bigelow	✓	SALARY ACCEPTED	\$200.00
Mary Christiana (Chrissy) Nieves	✓	SALARY ACCEPTED	\$200.00
William Kidwell	✓	SALARY ACCEPTED	\$200.00
Ruth Brown	✓	SALARY ACCEPTED	\$200.00
Warren Keipper	✓	SALARY ACCEPTED	\$200.00

WK 020122

Statement Date: 02/18/2022
Account: 211005013209

LUCAYA LAKE CLUB HOA INC
SPRING LAKE COMMUNITY
11309 RHODINE RD
RIVERVIEW, FL 33579-7715



Current month's charges:	\$45.75
Total amount due:	\$45.75
Payment Due By:	03/11/2022

Your Account Summary

Previous Amount Due	\$45.39
Payment(s) Received Since Last Statement	-\$45.39
Current Month's Charges	\$45.75
Total Amount Due	\$45.75

0000013-0000331-Page 15 of 60

DOWNED IS DANGEROUS!

If you see a downed power line, move a safe distance away and call 911.

Visit tampaelectric.com/safety for more safety tips.

Amount not paid by due date may be assessed a late payment charge and an additional deposit.

MORE RELIABILITY TO YOU.

We know you depend on safe, affordable, clean and reliable energy. That's why we're moving some of our powerlines underground, adding more solar energy, and updating our technology to help keep you in-the-know about your electricity. View our video at tampaelectric.com/reliability to learn more.

To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



See reverse side for more information

Account: 211005013209

Current month's charges:	\$45.75
Total amount due:	\$45.75
Payment Due By:	03/11/2022
Amount Enclosed	\$

605087466690

LUCAYA LAKE CLUB HOA INC
SPRING LAKE COMMUNITY
2005 PAN AM CIRCLE SUITE 300
TAMPA, FL 33607

MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

Account: **211005013209**
 Statement Date: 02/18/2022
 Current month's charges due **03/11/2022**



Details of Charges – Service from 01/14/2022 to 02/14/2022

Service for: 11309 RHODINE RD, RIVERVIEW, FL 33579-7715

Rate Schedule: **General Service - Non Demand**

Meter Number	Read Date	Current Reading	Previous Reading	Total Used	Multiplier	Billing Period
1000538079	02/14/2022	2,654	2,460	194 kWh	1	32 Days

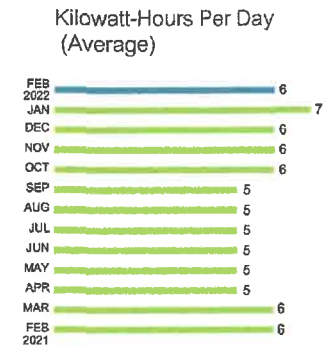
00000013-0000332-Page 17 of 60

Daily Basic Service Charge	32 days @ \$0.74000	\$23.68
Energy Charge	194 kWh @ \$0.07014/kWh	\$13.61
Fuel Charge	194 kWh @ \$0.03057/kWh	\$5.93
Storm Protection Charge	194 kWh @ \$0.00315/kWh	\$0.61
Clean Energy Transition Mechanism	194 kWh @ \$0.00402/kWh	\$0.78
Florida Gross Receipt Tax		\$1.14
Electric Service Cost		\$45.75

Total Current Month's Charges

\$45.75

Tampa Electric Usage History



Important Messages

More clean energy to you

Tampa Electric has reduced its use of coal by 94% over the past 20 years and has cut its carbon footprint in half. This is all made possible through investments in technology that help us use more solar and cleaner natural gas to produce electricity. Today, Tampa Electric is the state's top producer of solar energy per customer. Our diverse fuel mix for the 12-month period ending Dec. 2021 includes Natural Gas 76%, Purchased Power 12%, Coal 6% and Solar 6%.

INVOICE

BrightView

Landscape Services

Sold To: 19968821
Spring Lake CDD
11301 Lake Lucaya Dr
Riverview FL 33607

Customer #: 19968821
Invoice #: 7757135
Invoice Date: 2/9/2022
Sales Order: 7711934
Cust PO #:

Project Name: ROUNDABOUT
Project Description: INSTALL IRRIGATION ZONE

Job Number	Description	Amount
341900277	Spring Lake CDD CUT INTO IRRIGATION MAINLINE AND DRAIN , INSTALL 2'' SCRUBBER VALVE, DECODER, VALVE BOX, RUN ALL PIPING APPROX 225' AND POPUPS NEEDED FOR COVERAGE Head - Replace/Upgrade - Spray 6" APPROX 28 HEADS Valve - Decoder Replacement -1 Sta. Valve - Replacement - Scrubber 2" Valve Box Install - RectangleJumbo 21"x16" Irrigation Techs	3,618.42
Total Invoice Amount		3,618.42
Taxable Amount		
Tax Amount		
Balance Due		3,618.42

53900
4611
ALOR

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 813 621-6619

Please detach stub and remit with your payment

Payment Stub

Customer Account #: 19968821
Invoice #: 7757135
Invoice Date: 2/9/2022

Amount Due: \$ 3,618.42

Thank you for allowing us to serve you

Please reference the invoice # on your
check and make payable to

Spring Lake CDD
11301 Lake Lucaya Dr
Riverview FL 33607

BrightView Landscape Services, Inc.
P.O. Box 740655
Atlanta, GA 30374-0655

INVOICE

BrightView

Landscape Services

Sold To: 19968821
Spring Lake CDD
11301 Lake Lucaya Dr
Riverview FL 33607

Customer #: 19968821
Invoice #: 7762430
Invoice Date: 2/15/2022
Sales Order: 7731546
Cust PO #:

Project Name: JANUARY
Project Description: IRRIGATION REPAIRS

Job Number	Description	Amount
341900277	Spring Lake CDD Drip Tube - Repair Break Nozzle - Replace/Upgrade - Standard Head - Replace/Upgrade - Spray 6" Head - Replace/Upgrade - Rotor	396.69
Total Invoice Amount Taxable Amount Tax Amount Balance Due		 396.69 396.69

53900
4611
AND

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 813 621-6619

Please detach stub and remit with your payment

Payment Stub

Customer Account #: 19968821
Invoice #: 7762430
Invoice Date: 2/15/2022

Amount Due: \$ 396.69

Thank you for allowing us to serve you

Please reference the invoice # on your check and make payable to

Spring Lake CDD
11301 Lake Lucaya Dr
Riverview FL 33607

BrightView Landscape Services, Inc.
P.O. Box 740655
Atlanta, GA 30374-0655



Check Remittance:
 Cardno, Inc.
 P.O. Box 123422
 Dallas, TX 75312-3422

INVOICE

EFT Remittance:
 Account Name: Cardno, Inc.
 Bank Name: HSBC Bank USA, NA
 ABA Number: 123006389
 Account Number: 447006894
 Email Notification: CBS.EFT@cardno.com
Taxpayer ID No. 45-2663666

Corporate Headquarters: 10004 Park Meadows Drive Suite 300, Lone Tree, CO 80124 Phone: 720 257 5800 Fax: 720 257 5801 www.cardno.com
Please include an invoice copy with payment or reference the invoice number on your remittance.

Spring Lake CDD
Teresa Farlow
2005 Pan Am circle
Suite 300
Tampa FL 33607

Invoice # : 326823
Invoice Date : 02/09/2022
Terms : 30 Days
Project : R18X483500
Project Manager :

Project Name : Sping Lake CDD: Lucaya Lake Club Lake Management

Email Invoices teresa.farlow@merituscorp.com

If you have any questions regarding your project, please contact
 Patrick Boser. Email: Patrick.boser@cardno.com Phone:
 813-927-1201.

For Professional Services Rendered through: 1/28/2022

Phase / Name	Phase Fee	% Complete	Total Fee Earned	Previous Billings	Current Amount
5121 - 2021 PLanting along the shoreline	6,985.00	100.00	6,985.00	6,985.00	0.00
5820 - Monthly Lake Mgmt. 7/2020	5,460.00	100.00	5,460.00	5,460.00	0.00
5821 - Monthly Lake Mgmt. 7/2020	5,460.00	15.38	840.00	420.00	420.00
Total Fee Type LS:	17,905.00		13,285.00	12,865.00	420.00

Amount Due this Invoice **\$420.00**

Outstanding Invoices

Number	Date	Balance
326823	02/09/2022	420.00
325397	01/13/2022	420.00
Total Now Due		840.00

Aging Balances			
Under 30	31 - 60	61 - 90	Over 90
840.00	0.00	0.00	0.00

53900
4610
RWR



Check Remittance:
 Cardno, Inc.
 P.O. Box 123422
 Dallas, TX 75312-3422

INVOICE

EFT Remittance:
 Account Name: Cardno, Inc.
 Bank Name: HSBC Bank USA, NA
 ABA Number: 123006389
 Account Number: 447006894
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Corporate Headquarters: 10004 Park Meadows Drive Suite 300, Lone Tree, CO 80124 Phone: 720 257 5800 Fax: 720 257 5801 www.cardno.com
Please include an invoice copy with payment or reference the invoice number on your remittance.

Spring Lake CDD
Greg Meath
5680 W Cypress Street
Ste A
Tampa FL 33607

Invoice # : 326824
Invoice Date : 02/09/2022
Terms : 30 Days
Project : R18X483800
Project Manager :

Project Name : Spring Lake CDD: Lucaya Lake Edge Maintenance

Email Invoices: districtinvoices@merituscorp.com
 If you have any questions regarding your project, please contact
 Patrick Boser. Email: Patrick.boser@cardno.com Phone:
 813-927-1201.

For Professional Services Rendered through: 1/28/2022

Phase / Name	Phase Fee	% Complete	Total Fee Earned	Previous Billings	Current Amount
5821 - Monthly Lake Mgmt 7/2021	12,720.00	58.33	7,420.00	6,360.00	1,060.00
58B20 - Quarterly Open Water Maint. 11/20	1,125.00	100.00	1,125.00	1,125.00	0.00
Total Fee Type LS:	13,845.00		8,545.00	7,485.00	1,060.00

Amount Due this Invoice **\$1,060.00**

Outstanding Invoices

Number	Date	Balance
326824	02/09/2022	1,060.00
325186	01/11/2022	1,060.00
Total Now Due		2,120.00

Aging Balances			
Under 30	31 - 60	61 - 90	Over 90
2,120.00	0.00	0.00	0.00

53900
4610
R207



Check Remittance:
 Cardno, Inc.
 P.O. Box 123422
 Dallas, TX 75312-3422

INVOICE

EFT Remittance:
 Account Name: Cardno, Inc.
 Bank Name: HSBC Bank USA, NA
 ABA Number: 123006389
 Account Number: 447006894
 Email Notification: CBS.EFT@cardno.com
 Taxpayer ID No. 45-2663666

Corporate Headquarters: 10004 Park Meadows Drive Suite 300, Lone Tree, CO 80124 Phone: 720 257 5800 Fax: 720 257 5801 www.cardno.com
Please include an invoice copy with payment or reference the invoice number on your remittance.

Spring Lake CDD
Rick Reidt
C/O Meritus Corp
5680 W. Sypress Street Suite A
Tampa FL 33611

Invoice # : 326913
Invoice Date : 02/10/2022
Terms : 30 Days
Project : R219223600
Project Manager :

Project Name : Spring Lake CDD - Nora Grant Pond
Scope of Services:

Task 2: Cardno will treat and remove nuisance/exotic vegetation from the pond.
Task 3: Monthly treatments will take place to control nuisance/exotic vegetation.

Email invoices: districtinvoices@merituscorp.com and
 rick.reidt@merituscorp.com

If you have any questions regarding your project, please contact
 Patrick Boser. Email: Patrick.boser@cardno.com Phone:
 813-927-1201. For any billing inquiries, please contact Shanon Otto.
 Email: shanon.otto@cardno.com Phone: 219.477.9684

For Professional Services Rendered through: 1/28/2022

Phase / Name	Phase Fee	% Complete	Total Fee Earned	Previous Billings	Current Amount
5621 - Task 3: Monthly Treatments/Maintenance	1,020.00	33.33	340.00	255.00	85.00
5821A - Task 2 Treat & Remove Nuisance/exotic vegetation from the pond	2,785.00	100.00	2,785.00	2,785.00	0.00
Total Fee Type LS:	3,805.00		3,125.00	3,040.00	85.00

Amount Due this Invoice

\$85.00

Outstanding Invoices

Number	Date	Balance
326913	02/10/2022	85.00
325492	01/14/2022	3,040.00
Total Now Due		3,125.00

Aging Balances

Under 30	31 - 60	61 - 90	Over 90
3,125.00	0.00	0.00	0.00

Handwritten:
 53900
 4610
 02/10

Project #:	R219223600	Lake Management	✓
Project Name:	Nora Grant Pond	Mitigation Maintenance	
Phase:	5621	Technician:	ME
		Other	

TREATMENT DATE	AREAS TREATED / METHOD OF TREATMENT / RESTRICTIONS
01/10/22	treated
01/00/00	0
01/00/00	0
01/00/00	0
01/00/00	0
01/00/00	0
01/00/00	0
01/00/00	0
01/00/00	0
01/00/00	0
01/00/00	0

SPECIES TREATED:				
algae	-	paragrass	-	Additional Services:
alligator weed	-	pennywort	-	dead fish clean up
azola	-	primrose willow	-	midge treatments
bacopa	-	punk tree	-	trash pick-up
bahiagrass	-	ragweed	-	
barnyard grass	-	salt bush	-	
Bermuda grass	-	sedges	-	
Brazilian pepper	-	sesbania	-	
caeserweed	-	soda apple	-	
Carolina willow	-	southern niaid	-	
castorbean	-	Spanish needles	-	
cattail	X	spike rush	-	
Chinese tallow	-	thistle	-	
climbing hempvine	-	torpedograss	-	
cogongrass	-	vetch	-	
dayflower	-	vines	-	
dog fennel	-	water fern	-	
dollarweed	-	water hyacinth	-	
duckweed	-	water-lettuce	-	
elderberry	-	water-lily	-	
grasses	-	watermeal	-	
hairy-pod cowpea	-	widget grass	-	
hydrilla	-	wild taro	-	
hydrocotyle	-			
indigo	-			

Comments:

KUTAK ROCK LLP
TALLAHASSEE, FLORIDA
Telephone 404-222-4600
Facsimile 404-222-4654

Check Remit To:
Kutak Rock LLP
PO Box 30057
Omaha, NE 68103-1157

Federal ID 47-0597598

Wire Transfer Remit To:
ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470
Reference: Invoice No. 3009707
Client Matter No. 18523-1

February 17, 2022

Mr. Rick Reidt
Spring Lake CDD
Meritus Districts
Suite 300
2005 Pan Am Circle
Tampa, FL 32801

51400
3107
RWR

Invoice No. 3009707
18523-1

Re: General Counsel

For Professional Legal Services Rendered

01/03/22	M. Eckert	0.50	155.00	Follow up with Mr. Grossman on deed to the Park; review Mr. Watt email; confer with Mr. Kidwell; confer with management companies
01/04/22	M. Eckert	7.80	2,418.00	Prepare for, travel to and attend board meeting; return travel
01/05/22	M. Eckert	2.80	868.00	Confer with management companies; follow up from board meeting; return travel; confer with management companies
01/06/22	M. Eckert	0.80	248.00	Confer with Board regarding Rizzetta meeting dates; research Mr. Grossman request to add easement to deed for the Park; confer with Mr. Grossman
01/13/22	M. Eckert	0.90	279.00	Research Tract I ownership status and related issues; confer with Mrs. Brown and Mr. Reidt; confer with Ms. Mahoney
01/17/22	M. Eckert	0.10	31.00	Confer with Mr. McGaffney; confer with Board regarding DPGF

KUTAK ROCK LLP

Spring Lake CDD

February 17, 2022

Client Matter No. 18523-1

Invoice No. 3009707

Page 2

01/19/22	M. Eckert	0.40	124.00	withdrawal of proposal Confer with Mr. Reidt; confer with Mr. Pilka; review and distribute Mr. Pilka letter
01/20/22	M. Eckert	0.10	31.00	Distribute Halifax communication to the board of supervisors
01/24/22	M. Eckert	0.80	248.00	Confer with Supervisor Bigelow; confer with Mr. Pilka; confer with Supervisor Brown
01/27/22	M. Eckert	0.20	62.00	Confer with Mr. Pilka regarding Morgan Watt's variance hearing; confer with Mr. Keipper
01/28/22	M. Eckert	0.60	186.00	Confer with Mr. Pilka; review agenda package; confer with Mr. Kidwell
01/31/22	M. Eckert	0.10	31.00	Confer with Mr. Greenwood
01/31/22	M. Eckert	0.20	62.00	Confer with Mr. Dailey regarding management services

TOTAL HOURS 15.30

TOTAL FOR SERVICES RENDERED \$4,743.00

DISBURSEMENTS

Meals 22.29
Travel Expenses 312.67

TOTAL DISBURSEMENTS 334.96

TOTAL CURRENT AMOUNT DUE \$5,077.96

INVOICE

Lucaya Lake Club Homeowners

Spring Lake Community Development District

DATE: 2/1/2022

2005 Pan Am Circle, Ste 300
Tampa, FL 33607

INVOICE # January 2022

FOR: Jan 22

Bill To:
Spring Lake CDD

DESCRIPTION	AMOUNT
Steve Horan hours billable 22 hours @ 23.04 / hour 1/1-1/6 & 1/8-1/21	506.88
TOTAL	506.88

Make all checks payable to **Lucaya Lake Club Homeowners**
If you have any questions concerning this invoice, contact
Katie Ivanics @ Katie.Ivanics@inframark.com

THANK YOU FOR YOUR BUSINESS!

INVOICE

Lucaya Lake Club Homeowners

Spring Lake Community Development District

DATE: 2/1/2022

2005 Pan Am Circle, Ste 300
Tampa, FL 33607

INVOICE # October 2021

FOR: Oct 21

Bill To:
Spring Lake CDD

DESCRIPTION	AMOUNT
Steve Horan hours billable 31 hours @ 23.04 / hour 10/1-10/15 & 10/16-10/29	714.24
TOTAL	714.24

Make all checks payable to **Lucaya Lake Club Homeowners**
If you have any questions concerning this invoice, contact
Katie Ivanics @ Katie.Ivanics@inframark.com

THANK YOU FOR YOUR BUSINESS!

INVOICE

Lucaya Lake Club Homeowners

Spring Lake Community Development District

DATE: 2/1/2022

2005 Pan Am Circle, Ste 300
Tampa, FL 33607

INVOICE # November 2021

FOR: Nov 21

Bill To:
Spring Lake CDD

DESCRIPTION	AMOUNT
Steve Horan hours billable 30 hours @ 23.04 / hour 11/1-11/12 & 11/13-11/26	691.20
TOTAL	691.20

Make all checks payable to **Lucaya Lake Club Homeowners**
If you have any questions concerning this invoice, contact
Katie Ivanics @ Katie.Ivanics@inframark.com

THANK YOU FOR YOUR BUSINESS!

INVOICE

Lucaya Lake Club Homeowners

Spring Lake Community Development District

DATE: 2/1/2022

2005 Pan Am Circle, Ste 300
Tampa, FL 33607

INVOICE # December 2021

FOR: Dec 21

Bill To:
Spring Lake CDD

DESCRIPTION	AMOUNT
Steve Horan hours billable 23 hours @ 23.04 / hour 12/13-12/24 & 12/27-12/31	529.92
TOTAL	529.92

Make all checks payable to **Lucaya Lake Club Homeowners**
If you have any questions concerning this invoice, contact
Katie Ivanics @ Katie.Ivanics@inframark.com

THANK YOU FOR YOUR BUSINESS!

INVOICE

Lucaya Lake Club Homeowners

Spring Lake Community Development District

DATE: 2/7/2022

2005 Pan Am Circle, Ste 300
Tampa, FL 33607

INVOICE # January 2022-2

FOR: Jan 22

Bill To:
Spring Lake CDD

DESCRIPTION	AMOUNT
Steve Horan hours billable 15 hours @ 23.04 / hour 1/22-2/4	345.60
TOTAL	345.60

Make all checks payable to Lucaya Lake Club HOA
If you have any questions concerning this invoice, contact
Katie Ivanics @ Katie.Ivanics@inframark.com

THANK YOU FOR YOUR BUSINESS!

INVOICE

Lucaya Lake Club Homeowners

Spring Lake Community Development District

DATE: 2/21/2022

2005 Pan Am Circle, Ste 300
Tampa, FL 33607

INVOICE # February 2022

FOR: Feb 22

Bill To:
Spring Lake CDD

DESCRIPTION	AMOUNT
Steve Horan hours billable 15 hours @ 23.04 / hour 2/5-2/18	345.60
TOTAL	345.60

Make all checks payable to Lucaya Lake Club HOA
If you have any questions concerning this invoice, contact
Katie Ivanics @ Katie.Ivanics@inframark.com

THANK YOU FOR YOUR BUSINESS!

INVOICE

Lucaya Lake Club Homeowners

Spring Lake Community Development District

DATE: 2/1/2022

2005 Pan Am Circle, Ste 300
Tampa, FL 33607

INVOICE # Sept 2021

FOR: Sept 21

Bill To:
Spring Lake CDD

DESCRIPTION	AMOUNT
Steve Horan hours billable 13 hours @ 23.04 / hour 9/18-9/31/21	299.52
TOTAL	299.52

Make all checks payable to **Lucaya Lake Club Homeowners**
If you have any questions concerning this invoice, contact
Katie Ivanics @ Katie.Ivanics@inframark.com

THANK YOU FOR YOUR BUSINESS!

Spring Lake Community Development District

Financial Statements
(Unaudited)

Period Ending
February 28, 2022



Meritus Districts
2005 Pan Am Circle ~ Suite 300 ~ Tampa, Florida 33607
Phone (813) 873-7300 ~ Fax (813) 873-7070

Spring Lake CDD

Balance Sheet

As of 2/28/2022

(In Whole Numbers)

	General Fund	Debt Service - Series 2014	Debt Service - Series 2017	Capital Projects- Series 2014	Capital Projects- Series 2017	General Fixed Assets Account Group	General Long-Term Debt	Total
Deposits	9,396	0	0	0	0	0	0	9,396
Construction Work In Progress	0	0	0	0	0	23,168,114	0	23,168,114
Amount Available-Debt Service	0	0	0	0	0	0	845,809	845,809
Amount To Be Provided-Debt Service	0	0	0	0	0	0	14,514,191	14,514,191
Other	0	0	0	0	0	0	0	0
Total Assets	<u>477,620</u>	<u>1,035,218</u>	<u>1,607,927</u>	<u>0</u>	<u>2</u>	<u>23,168,114</u>	<u>15,360,000</u>	<u>41,648,881</u>
Liabilities								
Accounts Payable	15,344	0	0	0	0	0	0	15,344
Accounts Payable Other	(3,703)	0	0	0	0	0	0	(3,703)
Unallocated Funds	0	0	0	0	0	0	0	0
Retainage Payable	0	0	0	0	0	0	0	0
Due To General Fund	0	0	0	0	0	0	0	0
Due To Debt Service Fund	1,678	0	0	0	0	0	0	1,678
Accrued Interest Payable	0	0	0	0	0	0	0	0
Accrued Expenses Payable	0	0	0	0	0	0	0	0
Due to Developer	0	0	0	0	0	0	0	0
Revenue Bonds Payable-LT-2014A	0	0	0	0	0	0	6,150,000	6,150,000
Revenue Bonds Payable - Series 2017	0	0	0	0	0	0	9,210,000	9,210,000
Other	0	0	0	0	0	0	0	0
Total Liabilities	<u>13,319</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>15,360,000</u>	<u>15,373,319</u>
Fund Equity & Other Credits Contributed Capital								
Fund Balance-All Other Reserves	0	0	1,123,394	0	2	0	0	1,123,396
Fund Balance-Unreserved	7,511	871,000	0	0	0	0	0	878,511
Investment In General Fixed Assets	0	0	0	0	0	23,168,114	0	23,168,114
Unearned Revenues	0	0	0	0	0	0	0	0
Other	456,790	164,218	484,533	0	0	0	0	1,105,542
Total Fund Equity & Other Credits Contributed Capital	<u>464,302</u>	<u>1,035,218</u>	<u>1,607,927</u>	<u>0</u>	<u>2</u>	<u>23,168,114</u>	<u>0</u>	<u>26,275,562</u>
Total Liabilities & Fund Equity	<u>477,620</u>	<u>1,035,218</u>	<u>1,607,927</u>	<u>0</u>	<u>2</u>	<u>23,168,114</u>	<u>15,360,000</u>	<u>41,648,881</u>

Spring Lake CDD
Statement of Revenues and Expenditures

001 - General Fund
From 10/1/2021 Through 2/28/2022
(In Whole Numbers)

	Annual Budget	Current Period Actual	Budget Variance	Budget Variance %
Revenues				
Special Assessments - Service Charges				
Operations & Maintenance Assmts-Tax Roll	689,462	681,268	(8,194)	(1)%
Interest Earnings				
Interest Earnings	0	18	18	0 %
Other Miscellaneous Revenues				
Miscellaneous	0	50	50	0 %
Total Revenues	<u>689,462</u>	<u>681,336</u>	<u>(8,126)</u>	<u>(1)%</u>
Expenditures				
Legislative				
Supervisor Fees	12,000	5,000	7,000	58 %
Financial & Administrative				
District Manager	45,000	18,750	26,250	58 %
District Engineer	10,000	7,715	2,285	23 %
Disclosure Report	10,000	14,167	(4,167)	(42)%
Trustees Fees	8,200	1,500	6,700	82 %
Accounting Services	0	106	(106)	0 %
Auditing Services	5,900	58	5,842	99 %
Postage, Phone, Faxes, Copies	1,500	1,213	287	19 %
Public Officials Insurance	3,256	0	3,256	100 %
Legal Advertising	2,500	2,193	307	12 %
Bank Fees	100	38	62	62 %
Dues, Licenses & Fees	175	175	0	0 %
Website Administration	1,500	625	875	58 %
ADA Website Compliance	1,500	1,500	0	0 %
Legal Counsel				
District Counsel	12,000	17,672	(5,672)	(47)%
Electric Utility Services				
Electric Utility Services	114,000	57,943	56,057	49 %
Other Physical Environment				
Mulch/Tree Trimming	45,000	0	45,000	100 %
Waterway Management Program - Contract	19,600	5,355	14,245	73 %
Waterway Improvements & Repairs	12,000	7,162	4,838	40 %
Property & Casualty Insurance	9,563	0	9,563	100 %
Entry & Walls Maintenance	40,000	0	40,000	100 %
Landscape Maintenance - Contract	112,068	59,262	52,806	47 %
Landscape Enhancements	50,000	5,188	44,812	90 %
Plant Replacement Program	2,600	0	2,600	100 %
Wetland Monitoring & Maintenance	9,000	1,565	7,435	83 %
Irrigation Maintenance	30,000	17,359	12,641	42 %
Waterway Special Treatment LL	16,000	0	16,000	100 %
Waterway Fish Stocking	10,000	0	10,000	100 %
Waterway Plant Install	15,000	0	15,000	100 %
OLM Management	16,000	0	16,000	100 %
Parks & Recreation				
Park & Common Area Maintenance	35,000	0	35,000	100 %
Capital Reserve				
Reserves	40,000	0	40,000	100 %
Total Expenditures	<u>689,462</u>	<u>224,546</u>	<u>464,916</u>	<u>67 %</u>
Excess of Revenues Over (Under) Expenditures	<u>0</u>	<u>456,790</u>	<u>456,790</u>	<u>0 %</u>
Exc of Rev / Other Sources Over Expend / Other Uses	<u>0</u>	<u>456,790</u>	<u>456,790</u>	<u>0 %</u>

Spring Lake CDD
Statement of Revenues and Expenditures

001 - General Fund
From 10/1/2021 Through 2/28/2022
(In Whole Numbers)

	<u>Annual Budget</u>	<u>Current Period Actual</u>	<u>Budget Variance</u>	<u>Budget Variance %</u>
Fund Balance, Beginning of Period	0	(18,005)	(18,005)	0 %
Fund Balance, End of Period	<u>0</u>	<u>438,786</u>	<u>438,786</u>	<u>0 %</u>

Spring Lake CDD
Statement of Revenues and Expenditures

200 - Debt Service - Series 2014
From 10/1/2021 Through 2/28/2022
(In Whole Numbers)

	<u>Annual Budget</u>	<u>Current Period Actual</u>	<u>Budget Variance</u>	<u>Budget Variance %</u>
Revenues				
Special Assessments - Capital Improvements				
Debt Service Assmts - Tax Roll	471,831	470,935	(896)	(0)%
Interest Earnings				
Interest Earnings	<u>0</u>	<u>24</u>	<u>24</u>	<u>0 %</u>
Total Revenues	<u>471,831</u>	<u>470,959</u>	<u>(872)</u>	<u>(0)%</u>
Expenditures				
Debt Service Payments				
Bond Interest	326,831	166,741	160,091	49 %
Bond Principal	<u>145,000</u>	<u>140,000</u>	<u>5,000</u>	<u>3 %</u>
Total Expenditures	<u>471,831</u>	<u>306,741</u>	<u>165,091</u>	<u>35 %</u>
Excess of Revenues Over (Under) Expenditures	<u>0</u>	<u>164,218</u>	<u>164,218</u>	<u>0 %</u>
Exc of Rev / Other Sources Over Expend / Other Uses	<u>0</u>	<u>164,218</u>	<u>164,218</u>	<u>0 %</u>
Fund Balance, Beginning of Period	0	871,000	871,000	0 %
Fund Balance, End of Period	<u><u>0</u></u>	<u><u>1,035,218</u></u>	<u><u>1,035,218</u></u>	<u><u>0 %</u></u>

Spring Lake CDD
Statement of Revenues and Expenditures

203 - Debt Service - Series 2017
From 10/1/2021 Through 2/28/2022
(In Whole Numbers)

	<u>Annual Budget</u>	<u>Current Period Actual</u>	<u>Budget Variance</u>	<u>Budget Variance %</u>
Revenues				
Special Assessments - Capital Improvements				
Debt Service Assmts - Tax Roll	647,494	649,503	2,009	0 %
Interest Earnings				
Interest Earnings	<u>0</u>	<u>30</u>	<u>30</u>	<u>0 %</u>
Total Revenues	<u>647,494</u>	<u>649,533</u>	<u>2,039</u>	<u>0 %</u>
Expenditures				
Debt Service Payments				
Bond Interest	467,494	0	467,494	100 %
Bond Principal	<u>180,000</u>	<u>165,000</u>	<u>15,000</u>	<u>8 %</u>
Total Expenditures	<u>647,494</u>	<u>165,000</u>	<u>482,494</u>	<u>75 %</u>
Excess of Revenues Over (Under) Expenditures	<u>0</u>	<u>484,533</u>	<u>484,533</u>	<u>0 %</u>
Exc of Rev / Other Sources Over Expend / Other Uses	<u>0</u>	<u>484,533</u>	<u>484,533</u>	<u>0 %</u>
Fund Balance, Beginning of Period	0	656,871	656,871	0 %
Fund Balance, End of Period	<u><u>0</u></u>	<u><u>1,141,404</u></u>	<u><u>1,141,404</u></u>	<u><u>0 %</u></u>

Spring Lake CDD
Statement of Revenues and Expenditures

300 - Capital Projects- Series 2014
 From 10/1/2021 Through 2/28/2022
 (In Whole Numbers)

	<u>Annual Budget</u>	<u>Current Period Actual</u>	<u>Budget Variance</u>	<u>Budget Variance %</u>
Excess of Revenues Over (Under) Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0 %</u>
Exc of Rev / Other Sources Over Expend / Other Uses	<u>0</u>	<u>0</u>	<u>0</u>	<u>0 %</u>
Fund Balance, Beginning of Period	0	0	0	0 %
Fund Balance, End of Period	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0 %</u></u>

Spring Lake CDD
Statement of Revenues and Expenditures

303 - Capital Projects- Series 2017
 From 10/1/2021 Through 2/28/2022
 (In Whole Numbers)

	Annual Budget	Current Period Actual	Budget Variance	Budget Variance %
Excess of Revenues Over (Under) Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0 %</u>
Exc of Rev / Other Sources Over Expend / Other Uses	<u>0</u>	<u>0</u>	<u>0</u>	<u>0 %</u>
Fund Balance, Beginning of Period	0	(145,725)	(145,725)	0 %
Fund Balance, End of Period	<u><u>0</u></u>	<u><u>(145,725)</u></u>	<u><u>(145,725)</u></u>	<u><u>0 %</u></u>

Spring Lake CDD
Reconcile Cash Accounts

Summary

Cash Account: 10101 Cash-Operating Account

Reconciliation ID: 02/28/2022

Reconciliation Date: 2/28/2022

Status: Locked

Bank Balance	565,147.43
Less Outstanding Checks/Vouchers	97,077.67
Plus Deposits in Transit	465.00
Plus or Minus Other Cash Items	0.00
Plus or Minus Suspense Items	<u>0.00</u>
Reconciled Bank Balance	468,534.76
Balance Per Books	<u>468,534.76</u>
Unreconciled Difference	<u><u>0.00</u></u>

Click the Next Page toolbar button to view details.

**Spring Lake CDD
Reconcile Cash Accounts**

Detail

Cash Account: 10101 Cash-Operating Account

Reconciliation ID: 02/28/2022

Reconciliation Date: 2/28/2022

Status: Locked

Outstanding Checks/Vouchers

<u>Document Number</u>	<u>Document Date</u>	<u>Document Description</u>	<u>Document Amount</u>	<u>Payee</u>
2224	11/4/2021	Series 2017 FY22 Tax Dist ID 548	2,313.96	Spring Lake CDD
2257	11/17/2021	Series 2017 FY22 Tax Dist ID 550	24,378.27	Spring Lake CDD
2258	11/17/2021	Series 2014 FY22 Tax Dist ID 550	17,675.95	Spring Lake CDD
2247	1/4/2022	Series 2014 FY22 Tax Dist ID 558	12,355.50	Spring Lake CDD
2248	1/4/2022	Series 2017 FY22 Tax Dist ID 558	17,040.43	Spring Lake CDD
2249	2/4/2022	Series 2014 FY22 Tax Dist ID 563	2,840.92	Spring Lake CDD
2250	2/4/2022	Series 2017 FY22 Tax Dist ID 563	3,918.13	Spring Lake CDD
2252	2/10/2022	System Generated Check/Voucher	200.00	Mary Christiana Nieves
2259	2/24/2022	System Generated Check/Voucher	4,015.11	BrightView Landscape Services, Inc.
2260	2/24/2022	System Generated Check/Voucher	1,565.00	Cardno, Inc.
2261	2/24/2022	System Generated Check/Voucher	5,077.96	Kutak Rock LLP
2262	2/24/2022	System Generated Check/Voucher	357.50	Landmark Engineering & Surveying Corporation
2263	2/24/2022	System Generated Check/Voucher	345.60	Lucaya Lake Club HOA
2264	2/24/2022	System Generated Check/Voucher	200.00	Mary Christiana Nieves
2265	2/24/2022	System Generated Check/Voucher	4,793.34	Meritus Districts
Outstanding Checks/Vouchers			97,077.67	

Spring Lake CDD
Reconcile Cash Accounts

Detail

Cash Account: 10101 Cash-Operating Account
Reconciliation ID: 02/28/2022
Reconciliation Date: 2/28/2022
Status: Locked

Outstanding Deposits

<u>Document Number</u>	<u>Document Date</u>	<u>Document Description</u>	<u>Document Amount</u>	<u>Deposit Number</u>
CR435	2/9/2022	Legal Counscel Refund Duolicate Payment 2.9.22	465.00	
Outstanding Deposits			465.00	

**Spring Lake CDD
Reconcile Cash Accounts**

Detail

Cash Account: 10101 Cash-Operating Account

Reconciliation ID: 02/28/2022

Reconciliation Date: 2/28/2022

Status: Locked

Cleared Checks/Vouchers

<u>Document Number</u>	<u>Document Date</u>	<u>Document Description</u>	<u>Document Amount</u>	<u>Payee</u>
2150	9/9/2021	System Generated Check/Voucher	(200.00)	Mary Christiana Nieves
2150	9/9/2021	System Generated Check/Voucher	200.00	Mary Christiana Nieves
2180	10/22/2021	System Generated Check/Voucher	270.00	Lucaya Lake Club HOA
2222	11/17/2021	Series 2017 FY22 Tax Dist ID 550	24,378.27	Spring Lake CDD
2222	11/17/2021	Series 2017 FY22 Tax Dist ID 550	(24,378.27)	Spring Lake CDD
2223	11/17/2021	Series 2014 FY22 Tax Dist ID 550	(17,675.95)	Spring Lake CDD
2223	11/17/2021	Series 2014 FY22 Tax Dist ID 550	17,675.95	Spring Lake CDD
2237	2/3/2022	System Generated Check/Voucher	19,717.63	BrightView Landscape Services, Inc.
2238	2/3/2022	System Generated Check/Voucher	4,685.00	Cardno, Inc.
2239	2/3/2022	System Generated Check/Voucher	1,765.00	Johnson Engineering, Inc.
2240	2/3/2022	System Generated Check/Voucher	3,405.50	Kutak Rock LLP
2241	2/3/2022	System Generated Check/Voucher	137.50	Landmark Engineering & Surveying Corporation
2242	2/3/2022	System Generated Check/Voucher	2,741.76	Lucaya Lake Club HOA
2243	2/3/2022	System Generated Check/Voucher	4,708.33	Meritus Districts
2244	2/3/2022	System Generated Check/Voucher	432.00	Skyline Printing Co.
2245	2/3/2022	System Generated Check/Voucher	1,421.00	Times Publishing Company
2246	2/3/2022	System Generated Check/Voucher	12,576.88	Tampa Electric
2251	2/10/2022	System Generated Check/Voucher	345.60	Lucaya Lake Club HOA

Spring Lake CDD
Reconcile Cash Accounts

Detail

Cash Account: 10101 Cash-Operating Account

Reconciliation ID: 02/28/2022

Reconciliation Date: 2/28/2022

Status: Locked

Cleared Checks/Vouchers

<u>Document Number</u>	<u>Document Date</u>	<u>Document Description</u>	<u>Document Amount</u>	<u>Payee</u>
2253	2/10/2022	System Generated Check/Voucher	200.00	Ruth S.O. Brown
2254	2/10/2022	System Generated Check/Voucher	200.00	Thomas Patrick Bigelow
2255	2/10/2022	System Generated Check/Voucher	200.00	Warren C. Keipper
2256	2/10/2022	System Generated Check/Voucher	200.00	William H. Kidwell
CD004	2/17/2022	February Stop Payment Bank Fee	38.00	
Cleared Checks/Vouchers			53,044.20	
			53,044.20	

Spring Lake CDD
Reconcile Cash Accounts

Detail

Cash Account: 10101 Cash-Operating Account

Reconciliation ID: 02/28/2022

Reconciliation Date: 2/28/2022

Status: Locked

Cleared Deposits

<u>Document Number</u>	<u>Document Date</u>	<u>Document Description</u>	<u>Document Amount</u>	<u>Deposit Number</u>
CR412	1/11/2022	Clubhouse Rentals - 01.11.22	50.00	
CR424	2/4/2022	Tax Distribution - 2/04/2022	<u>10,878.32</u>	
Cleared Deposits			<u><u>10,928.32</u></u>	