

Eden Hills
Community Development District

Meeting Agenda

December 10, 2025

AGENDA

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Community Development District
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Wednesday
December 10, 2025
5:00 PM

Lake Alfred Public Library
245 N Seminole Ave
Lake Alfred, FL 33850

Zoom Video Join Link: <https://us06web.zoom.us/j/82376848857>

Call-In Information: 1-646-876-9923

Meeting ID: 823 7684 8857

1. Roll Call
2. Public Comment Period (Public Comments will be limited to three (3) minutes each)
3. Approval of Minutes of the October 8, 2025 Board of Supervisors Meeting
4. Public Hearing to Amend Rules of Procedure
 - A. Consideration of Resolution 2026-04 Adopting Amended Rules of Procedure
5. Consideration of Resident Request to Host Monthly Events on CDD Property
6. Ratification of Agreement for Hog Removal with Swine Solutions
7. Review of Inspection Report from District Engineer
8. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report
 - i. Consideration of Proposal from Prince & Sons - **ADDED**
 - D. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statements
9. Other Business
10. Supervisors Requests and Audience Comments
11. Adjournment

MINUTES

**MINUTES OF MEETING
EDEN HILLS
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Eden Hills Community Development District was held on Wednesday, **October 8, 2025**, at 5:01 p.m. at the Lake Alfred Public Library, 245 N. Seminole Ave., Lake Alfred, Florida.

Present and constituting a quorum:

Bobbie Shockley
Jessica Spencer
Kristin Cassidy
Lindsey Roden
Emily Hazelrig

Chairperson
Vice Chairperson
Assistant Secretary
Assistant Secretary
Assistant Secretary

Also present were:

Jill Burns
Savannah Hancock
Lauren Gentry
Marshall Tindall

District Manager, GMS
District Counsel, Kilinski Van Wyk
District Counsel, Kilinski Van Wyk
GMS

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order at 5:01 p.m. and called the roll. Five Supervisors were present constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Burns noted that no members of the public were present.

THIRD ORDER OF BUSINESS

**Approval of Minutes of the July 9, 2025,
Board of Supervisors Meeting**

Ms. Burns presented the minutes from the July 9, 2025, Board of Supervisors meeting and asked for any questions, comments, or corrections. The Board had no changes to the minutes.

On MOTION by Ms. Roden, seconded by Ms. Shockley, with all in favor, the Approval of the Minutes of the July 9, 2025, Board of Supervisors Meeting were approved.

FOURTH ORDER OF BUSINESS**Presentation of KVV Memo Regarding
Updated Provisions to Rules of Procedure****A. Consideration of Resolution 2026-01 Setting a Public Hearing to Adopt Amended
Rules of Procedure****B. Updated Rules of Procedure**

Ms. Hancock reviewed the memo outlining updates to the District's Rules of Procedure and Resolution 2026-01 which would set a public hearing for adoption. She explained that the updates brought the rules into compliance with new legislation effective July 1. She noted that the main change involved extending the notice periods for rulemaking from 28 days apart to 35 and 28 days, which required two notices a week apart. She added that because of the longer timeline the Board would need to schedule the public hearing for December 10 rather than November.

On MOTION by Ms. Shockley, seconded by Ms. Hazelrig, with all in favor, Resolution 2026-01 Setting a Public Hearing to Adopt Amended Rules of Procedure, was approved.

FIFTH ORDER OF BUSINESS**Consideration of Resolution 2026-02
Authorizing Spending Limits**

Ms. Burns reviewed Resolution 2026-02, which set spending limits for District officers outside of meetings. She added that it allowed the District manager to approve expenses up to \$2,500 per event, the Chair or Vice Chair (if the Chair was unavailable) to approve up to \$10,000, and the District manager and Chair together to authorize up to \$25,000, typically for emergencies such as storm damage repairs. Ms. Burns noted that the limits were standard.

On MOTION by Ms. Spencer, seconded by Ms. Shockley, with all in favor, Resolution 2026-02 Authorizing Spending Limits, was approved.

SIXTH ORDER OF BUSINESS**Consideration of Resolution 2026-03
Consenting to the Petition Filed to Amend
District Boundaries**

Ms. Hancock explained that the developer had requested the removal of about 35 acres of planned commercial property from the District. Resolution 2026-03 authorized moving forward with a boundary amendment petition to remove that area. She noted the resolution and the related budget funding agreement would both be approved in substantial form.

On MOTION by Ms. Shockley, seconded by Ms. Hazelrig, with all in favor, Resolution 2026-03 Consenting to the Petition Filed to Amend District Boundaries, was approved in substantial form.

SEVENTH ORDER OF BUSINESS**Consideration of Funding Agreement for
Boundary Amendment**

Ms. Burns noted that the boundary amendment costs would not be paid by the District but by Dunphy Development LLC. Ms. Hancock explained that Dunphy had received the District's standard funding agreement and was reviewing it. She added that the Board had authorized staff and counsel to move forward with negotiating the agreement once Dunphy provided feedback.

On MOTION by Ms. Roden, seconded by Ms. Shockley, with all in favor, the Funding Agreement for Boundary Amendment, was approved.

EIGHTH ORDER OF BUSINESS**Ratification of Fiscal Year 2025 Audit
Engagement Letter**

Ms. Burns reviewed the Fiscal Year 2025 audit engagement letter, which renewed the previously awarded audit contract. She noted that the agreement had already been executed, and the total amount was not to exceed \$3,350.

On MOTION by Ms. Spencer, seconded by Ms. Hazelrig, with all in favor, the Fiscal Year 2025 Audit Engagement Letter NTE \$3,500, was ratified.

NINTH ORDER OF BUSINESS

**Consideration of Dewberry Work
Authorization for Fiscal Year 2026
Engineering Services**

Ms. Burns stated that the Board had reviewed the updated Dewberry work authorization for Fiscal Year 2026, which included new engineering rates effective October 1.

On MOTION by Ms. Roden, seconded by Ms. Spencer, with all in favor, the Dewberry Work Authorization for Fiscal Year 2026 Engineering Services, was approved.

TENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Hancock reminded everyone to complete their ethics training by the end of the year and offered to resend the memo link if needed.

B. Engineer

Mr. Arrington said there was nothing else to report besides the work authorization.

C. Field Manager's Report

i. Consideration of Proposal(s) for Entry Lighting

Mr. Tindall stated that the facilities were in good shape overall. He said the pool and clubhouse were clean, and that the pool furniture would be reslung during the off-season by a local vendor for about \$105 per chair. Kids in the community had peeled off two restroom ADA signs under the lanai. Their parents were contacted, and they agreed to replace them. Temporary signs were put up in the meantime. Mr. Tindall noted that the landscaping looked good, with mowing and detailing up to standard. He said that a few trees in Phase 2B had died and were being monitored for replacement. The ponds were doing well overall, though the northwest pond showed some shoreline erosion that would be reviewed during the next budget cycle.

Mr. Tindall added that routine maintenance included cleaning the fences, mailbox area, and dock, with the dock also sealed and some loose boards resecured. Ongoing work included drain cleanouts, sidewalk grinding and replacement, and entrance sign cleaning before the holidays. Mr. Tindall stated that the landscape vendor requested a 3% increase, which had already been budgeted, bringing the monthly cost to \$3,480.

On MOTION by Ms. Spencer, seconded by Ms. Hazelrig, with all in favor, the Proposal for Pool Vender Increase, was approved.

Ms. Burns discussed resident requests for better lighting at the Phase 2 entrances. Phase 1 already had wired lighting at its two monuments, but Phase 2's three monuments did not have power access. Mr. Tindall explained that running electric service would be costly, as it would require boring under the road and assigning addresses to the parcels, with an estimated cost of at least \$10,000 per sign based on past projects. As an alternative, Mr. Tindall proposed installing solar lights instead. The setup would include one solar panel on top of each monument with two downward-facing lights to illuminate both sides, at a total cost of \$1,115. While solar lights wouldn't be as bright as wired ones, they would still improve visibility and more could be added later if needed. The Board agreed that the cost could be covered by contingency funds, since it wasn't a specifically budgeted item, and supported moving forward with the solar lighting option.

On MOTION by Ms. Spencer, seconded by Ms. Roden, with all in favor, the Entry Lighting, was approved.

D. District Manager's Report

i. Approval of the Check Register

Ms. Burns presented the check register. She offered to take questions on any of the invoices.

On MOTION by Ms. Shockley, seconded by Ms. Spencer, with all in favor, the Check Register, was approved.

ii. Balance and Income Statement

Ms. Burns noted that the financial statements were included in the package for review, for informational purposes. She asked if there were any questions; she would be happy to answer. No action is necessary from the Board.

iii. Approval of Amenity Policy Clarification Regarding Access Card Issuance

Ms. Burns noted that the Board had approved a minor clarification to the amenity policy. The policy was updated to state that residents must register for access upon closing before receiving their access cards so that management can verify their status as residents or renters.

On MOTION by Ms. Shockley, seconded by Ms. Spencer, with all in favor, the Approval of Amenity Policy Clarification Regarding Access Card Issuance, was approved.

iv. Consideration of Resident Request for Little Library

Ms. Burns stated that a resident had requested permission to install a Little Library on a small CDD tract near their corner lot by the entrance. The Board had reviewed the request and noted that, as done in other communities, the District attorney could prepare a simple license agreement allowing the installation while making the resident responsible for all costs, maintenance, and stocking. She added that the agreement would also let the District revoke permission or have it removed if needed.

On MOTION by Ms. Spencer, seconded by Ms. Roden, with all in favor, Authorizing District Counsel to Prepare a License Agreement for a Little Library, was approved.

ELEVENTH ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

TWELFTH ORDER OF BUSINESS

Supervisors' Requests and Audience Comments

Resident spoke during public comment and brought up two issues. It was first clarified that the unlit entrances are serviced by Tampa Electric, not Duke, and noted that the parcels already have District-owned addresses listed on the county property appraiser's site. The resident had asked the Board to reconsider adding electricity to those monuments so that Phase 1 and Phase 2 are treated fairly, saying it was probably a developer oversight that power wasn't included. They also talked about erosion and herbicide damage behind their property. The resident stated that the District's spraying had killed vegetation up to two feet into their yard, damaging plants and causing erosion that was now exposing their property line. They were worried that their fence might

eventually slide down the hill and said the issue had been going on for months without being fixed. They asked the Board to stop spraying on private property and to address the erosion before it worsened.

Ms. Burns clarified that the approval for HOA monument lighting applied to all phases, not just Phase 1. She noted that any HOA could add solar lights, wreaths, or decorations to their entrances. They also revisited the earlier concern about fence-line spraying, noting the Board had already discussed it with the landscaper. Ms. Burns added that the mowers avoid getting too close to private fences, and the vendor sprays those areas. They had given a price to switch to string-trimming instead, but the Board decided not to add that cost. The District engineer had inspected the area for erosion, and the Board was still waiting on their report.

The resident commented that they understood the concern about damaging fences or CDD property but said the issue could be handled differently. They explained that properly permitted fences must sit within the property line, meaning the strip of land on both sides belongs to the homeowner. They added that, because of that, trimming should be the homeowner's responsibility, not the District's. The resident suggested that the CDD stop spraying along fences and that the HOA enforce its existing rule requiring homeowners to maintain both sides of their fences. Ms. Burns agreed that enforcement would fall under the HOA, and the resident noted that the rule is already in place.

Ms. Burns continued discussing the ongoing fence line maintenance and erosion issues. The District's landscaper was still spraying along fence lines to prevent mower damage since mechanical trimming had previously caused broken fence panels. Ms. Burns noted that if the spraying stopped, about six inches of vegetation would quickly grow along the fences. It was also clarified that fence line spraying was not part of the landscaper's base contract, and the cost would be about \$10 per fence line per month. Because new fences were being installed regularly, the total number and cost would continue to rise. Ms. Burns stated that the Board members had discussed access problems, as most residents have solid fences with no gates, making it difficult for them to maintain the back sides of their fences. Ms. Burns noted that they had agreed that enforcing HOA rules and CDD policies were separate challenges. Mr. Arrington was already reviewing several erosion areas, including spots where homeowners' gutters and downspouts were discharging water onto CDD property. Ms. Burns said that recommendations should be ready for the next meeting,

possibly including re-sodding or contacting homeowners to redirect runoff. Once the report was received, Prince & Sons could provide proposals for sod work in the affected areas.

The Board discussed about how laying sod might help for a while during the rainy season, but it would die off without irrigation. Everyone agreed that running new irrigation or wells would be too expensive. Ms. Burns noted that the pond banks don't have irrigation except for the drip lines that go to the trees. The resident said that only a few homes have steep slopes that are causing problems and asked that spraying stop because it's killing grass on their property and worsening erosion. They also mentioned that some homeowners' gutters might be sending water where they shouldn't, which is against HOA rules. The Board decided to wait for the engineer's report before taking any further action.

THIRTEENTH ORDER OF BUSINESS**Adjournment**

Ms. Burns asked for a motion to adjourn.

On MOTION by Ms. Shockley, seconded by Ms. Hazelrig, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION 4

SECTION A

RESOLUTION 2026-04

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

WHEREAS, the Eden Hills Community Development District (the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, as amended (the “**Act**”), and being situated in Polk County, Florida; and

WHEREAS, the Act 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 Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Amended and Restated Rules of Procedure attached hereto as **Exhibit A** for immediate use and application; and

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

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

SECTION 1. The attached Amended and Restated Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Amended and Restated Rules of Procedure shall remain in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with the Act.

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 10th day of December 2025.

ATTEST:

**EDEN HILLS COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amended and Restated Rules of Procedure

EXHIBIT A

Amended and Restated Rules of Procedure

**RULES OF PROCEDURE
EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT
EFFECTIVE AS OF DECEMBER 10, 2025**

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Rule 1.0 General.

- (1) The Eden Hills Community Development District (“District”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (“Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours, which are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.
- (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. Florida Open Meetings Laws apply to such Committees.
- (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 accordance 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 Board 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 twenty-four (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, but are not limited to, 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 and 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 their 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' 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, and shall satisfy the requirement to give at least seven (7) days' public notice stated herein. Each Notice shall state, as applicable:
 - (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least three (3) business days before the meeting/hearing/workshop by contacting the District Manager at (407) 841-5524. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”

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

- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any 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 (“Meeting Materials”). 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, which includes but is not limited to emergency situations, time-sensitive matters, or newly discovered information essential for Board consideration, 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, or similar 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, including the specific reasons for the emergency meeting. 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 three (3) minutes per person, unless extended or reduced by the Chairperson based on the number of speakers and meeting agenda and other reasonable factors 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. Extraordinary circumstances may include, but are not limited to, illness, family emergencies, or other significant schedule conflicts which prevent in-person meeting attendance.
- (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, an opportunity for final board discussion 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 seven (7) days before the notice of rulemaking described in Section 2.0(3), *infra.*, and at least thirty-five (35) 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 grant of rulemaking authority for the proposed rule and law being implemented, include the proposed rule number, 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, including: a short, plain explanation of the purpose and effect of the proposed action, the proposed rule number (if applicable), a reference to the specific rulemaking authority pursuant to which the rule is adopted, a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific, and the name, e-mail address, and telephone number of the staff member who may be contacted regarding the intended action. The notice shall include a summary of the District’s statement of estimated regulatory costs and the website address where the complete statement of estimated regulatory costs may be viewed, if such a

statement has been prepared pursuant to Section 120.541(2), *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 and any material proposed to be incorporated by reference shall be available for inspection and copying by the public at the time of the publication of notice.
 - (c) The notice shall be mailed, delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice 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 thirty (30) 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 it is necessitated by immediate danger to the public health, safety, or welfare which requires immediate action, or if the Legislature authorizes the Board to adopt emergency rules. 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 the emergency rules together with the Board's findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority 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 provided that such procedure protects the public interest and complies with applicable law and 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 ten (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 qualified person as a hearing officer who shall conduct a hearing within thirty (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 thirty (30) days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.

- (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
 - (i) Administer oaths and affirmations;
 - (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
 - (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) Variances and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, safety-related, or other significant 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: §§ 120.54, 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 or electronically posted 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 or electronically posted 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 or electronically posted 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, provided that for a public works project as defined in Section 255.0992, *Florida Statutes*, the District may not penalize a bidder for performing a larger volume of construction work for the District or reward a bidder for performing a smaller volume of construction work for the District;

- (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 as defined in Section 287.0943, *Florida Statutes*.
- (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, 255.0992, 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, electronic mail, 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 at least seven (7) days 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, electronic mail, 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, relevant business presence and capability to service the District's needs, 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 prequalification 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, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

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

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.
- (j) 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, 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), *Florida Statutes*, 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.
 - xiii. Any other circumstance constituting “good cause” under Section 337.16(2), *Florida Statutes*, exists.
- (b) The pre-qualified status of a contractor found delinquent under Section 337.16(1), *Florida Statutes*, shall be denied, suspended, or revoked. 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 ten (10) days after the receipt of the notice of intent, the hearing shall be held within thirty (30) days after receipt by the District of the request for the hearing. The decision shall be issued in writing within fifteen (15) business days after the hearing.

- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) If a contractor's pre-qualified status is revoked, suspended, or denied and the contractor receives an additional period of revocation, suspension, or denial of its pre-qualified status, the time periods will run consecutively.
- (f) 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.
- (g) The District shall deny or revoke the pre-qualified status of any contractor and its affiliates for a period of 36 months when it is determined by the District that the contractor has, subsequent to January 1, 1978, been convicted of a contract crime within the jurisdiction of any state or federal court. Any such contractor shall not act as a prime contractor, material supplier, subcontractor, or consultant on any District contract or project during the period of denial or revocation.

(4) Reapplication and Reinstatement

- (a) A contractor whose qualification to bid has been revoked or denied because of contract crime may, at any time after revocation or denial, file a petition for

reapplication or reinstatement. However, a contractor may not petition for reapplication or reinstatement for a period of 24 months after revocation or denial for a subsequent conviction occurring within 10 years of a previous denial or revocation for contract crime.

- (b) If the petition for reapplication or reinstatement is denied, the contractor cannot petition for a subsequent hearing for a period of nine months following the date of the final order of revocation or denial.
- (c) If the petition for reapplication or reinstatement is granted, the contractor must file a current Application for Qualification with the Contracts Administration Office. Reinstatement shall not be effective until issuance of a Certificate of Qualification.

(5) Emergency Suspension and Revocation

- (a) The District may summarily issue an emergency suspension of a contractor's qualification to bid if it finds that imminent danger exists to the public health, safety, or welfare.
- (b) The written notice of emergency suspension shall state the specific facts and reasons for finding an imminent danger to the public health, safety, or welfare exists.
- (c) The District, within 10 days of the emergency suspension, shall initiate formal suspension or revocation proceedings in compliance with Rule 3.4(3), except the 10-day notice requirement shall not be construed to prevent a hearing at the earliest time practicable upon request of the aggrieved party.

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

Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.; §§ 14-22.012, 14-22.0121, 14-22.014, Fla. Admin. Code.

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, electronic mail, hand delivery, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified 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 competent jurisdiction 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 five (5) years shall be deemed 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, provided such corrections do not result in a material change to the bid amount or create an unfair advantage. 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, electronic mail, hand delivery, 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 only when there exists an immediate and serious need for construction services that cannot be met through normal procurement methods and the lack of such services would seriously threaten: (i) the District's ability to perform essential services; (ii) the preservation or protection of property or improvements; or (iii) the health, safety, or welfare of any person. The fact that an Emergency Purchase has occurred or is necessary, along with a detailed description of the basis for the emergency determination, 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, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past five (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, electronic mail, 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, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

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

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

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

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

Florida shall be awarded a preference of five percent (5%). 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, electronic mail, hand delivery, 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, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

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

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

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

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

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, , 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, which are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.
- (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 certified mail, hand delivery, or email with delivery confirmation 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 qualified 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) calendar days from receipt of the recommended order 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 by filing a motion to intervene within 10 calendar days of the initial protest filing, on terms that 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 December 10, 2025, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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

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

SECTION 5

From: Jasmine Ramirez <msjasmineramirez@gmail.com>

Subject: Re: Eden hills

Date: October 24, 2025 at 10:40:52 PM EDT

To: Jillian Burns <jburns@gmscfl.com>

Better Together Makers Market are events curated by creatives who are tackling mental health through creativity. It is an event that encourages people to stay for the entirety of the event to provide a safe space for those who need it and is free for all to attend. People who participate are from all mediums of creativity including but not limited to crafts, food, beverages, jewelry, clothing, etc. All of which are handmade by the small business owners who are a part of our events.

I'm seeking to provide Eden Hills with a monthly event that would take place every fourth Saturday of the month from 4-9pm at no charge to the HOA committee.

I provide insurance for every day the event takes place as well as a layout for how vendors will be set up. Tents will be weighted down for safety and will not have any stakes placed into the grass to ensure for the preservation of lawn care. In addition, food vendors come with material to place on the ground to ensure no mess is left and we are responsible for both set up and cleanup.

Thank you so much again Jill for all of your assistance!

Jasmine Felix

SECTION 6

**AGREEMENT (“AGREEMENT”) BETWEEN
EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) AND SWINE
SOLUTIONS LLC (“CONTRACTOR”)**

Proposal

Prepared For: Marshall Tindall
Job Name: Eden Hills CDD
Job Location: Lake Alfred

Starting Date:
End Date:

We propose to furnish all materials and perform all labor necessary to complete the following:

Hunt and trap all feral hogs possible using state-of-the art GPS camera systems, night vision, trained K9's, and any other means necessary to control and eliminate the feral hog population. We DO NOT use any type of firearms to ensure the safety of residents and any other/all people around. Property and traps are monitored 24/7 via GPS/Mobile Cameras along with a representative of the company being onsite 2 to 4 times a week minimum to help eliminate and control the hog population onsite.

We have provided our services with great success to several properties throughout Hillsborough, Pasco, and Manatee County. Which include the following subdivisions and county preserves Panther Trace 1-2, River Reach, Carriage Pointe HOA/CDD, Tanglewood CDD, Belmont CDD, Concord Station CDD, Lower Green Swamp Preserve, Bell Creek Preserve, BlackWater Creek Preserve, Boyete Oak Scrub, and Menard Park, Reserve of Pradera CDD, Ballantrae CDD, Bexley CDD, Triple Creek CDD, Fishhawk Preserve, FishHawk Trails HOA, Wilderness Park CDD, Meadow Point CDD, JayMar Farms, Diehl Farms, Goodson Farms, Bickett Groves, Simmons Ranch, Double D Ranch, and Hillsborough County Parks and Recreations to name just a few

We specialize in hog removal with 15 years of experience. We take pride in being discreet (out of sight out of mind). We set the standards high in controlling the feral hog population. The purpose of this proposal is to assist the HOA/CDD, Property Management, and landowners in controlling feral hogs which cause tremendous and costly property damage as well as pose a serious health and safety risk to humans and other animals. We will continue to work efficiently and effectively using an integrated approach to remove feral hogs from the approved properties.

Our monthly service fee of \$1650 per month. All service includes capturing feral hogs by any means necessary with the exception of firearms of any kind, camera set up and monitoring, bait to contain and capture the hogs in traps to prevent further property damage endured by the feral hogs. Extended contracts for 1 year or more are offered at a discounted rate. There is a set up or removal fee of \$365 per trap location.



ANY AND ALL ILLEGAL ACTIVITY ON THE PROPERTY WILL BE REPORTED TO THE PROPERTY MANAGER ALONG WITH APPROPRIATE AUTHORITIES.

We are fully licensed and insured by the State of Florida to remove all nuisance wildlife and have the Feral Swine Transport License as well. We strive to provide the best service at a reasonable cost. Our team have all been background checked. Never to have been convicted of a felony, or misdemeanor within the last five years

Under no circumstance shall this contract be superseded by any other terms or conditions other than stated agreement. Any alterations or deviation from the above specifications involving extra cost of material or labor will be executed, and will become an extra cost.

By signing this contract, you acknowledge the term to be Month to Month. If you choose to terminate this contract prior to the month term, you will still be billed for the remaining month there are no prorated fees. Upon termination of contract a 30-day written notice needs to be sent. All One-year or other contracts will continue unless a notice to end Service is submitted by signing this contract, you are agreeing to all terms and conditions.

By signing this contract, you provide authorization for Swine Solutions LLC to set traps and Hunt feral Hogs. Swine Solutions LLC and his agents are authorized to set traps as he sees fit on the areas throughout the Land within Boundaries of said propriety where hog damage may occur.

Approved By: _____

Respectfully Submitted By: _____ Thomas Sewell _____

**ADDENDUM TO AGREEMENT (“AGREEMENT”) BETWEEN
EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) AND SWINE
SOLUTIONS LLC (“CONTRACTOR”)**

The following provisions govern the Agreement referenced above:

1. Effective Date; Term. The Agreement, as amended by this Addendum, (together, the “Agreement”) shall be deemed effective as of the date of execution of the Agreement. The term of the Agreement shall be for thirty (30) days.
2. Duties.
 - a. Contractor agrees, as an independent contractor, to undertake the work described in the Agreement in a neat and professional manner reasonably acceptable to the District, in accordance with industry standards, and in accordance with all applicable federal, state, and local laws, regulations, and ordinances.
 - b. Contractor shall use reasonable care in performing the services and shall be responsible for any harm of any kind to persons or property resulting from Contractor’s actions or inactions.
 - c. All permits or licenses necessary for the Contractor to perform under the Agreement shall be obtained and paid for by the Contractor.
3. Insurance.
 - a. The Contractor, or any subcontractor performing the work described in the Agreement, shall maintain throughout the term of the Agreement the following insurance:
 - i. Workers’ Compensation Insurance in accordance with the laws of the State of Florida.
 - ii. Commercial General Liability Insurance covering the Contractor’s legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, including Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors’ operation.
 - iii. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
 - b. Contractor shall provide the District with a certificate naming the District and its respective officers, supervisors, agents, managers, counsel, engineers, staff and representatives as additional insureds on all policies above except for Workers’ Compensation. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of the Agreement without at least thirty (30) days’ written notice to the District. Such insurance shall be considered primary and non-contributory with respect to the additional insureds, all such required insurance policies shall be endorsed to provide for a waiver of underwriter’s rights of subrogation in favor of the additional insureds, and a 30-Day Notice of Cancellation applies in favor of the additional insureds. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
 - c. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in

which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

4. Compensation. In exchange for performing the work, the District agrees to pay the Contractor the not to exceed amount of **One Thousand Six Hundred Fifty Dollars and No Cents (\$1,650.00)**. The District also agrees to pay the Contractor a one-time lump sum payment in the not to exceed amount of **Three Hundred Sixty-Five Dollars and No Cents (\$365.00)** per trap location. This compensation includes all labor necessary to complete the work as described in the Agreement and this Addendum. Compensation under the Agreement shall be paid by the District to Contractor in accordance with the Local Government Prompt Payment Act, as set forth in sections 218.70 et seq. of the Florida Statutes.
5. Limitations on Governmental Liability. Contractor further agrees that nothing in the Agreement between the parties shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.
6. Termination. The Agreement may be terminated immediately by the District for any or no reason. Contractor may terminate the Agreement upon ten (10) days' written notice to the District for any or no reason, provided however that any termination by the Contractor shall only be effective after providing the District with a reasonable opportunity to cure any default. Contractor shall not be entitled to lost profits or any other damages of any kind resulting from any termination by the District.
7. Public Records. The Contractor understands and agrees that all documents of any kind provided to the District in connection with the Agreement may be public records, and, accordingly, the Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Jill Burns** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement's term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT (407) 841-5524, JBURNS@GMSCFL.COM, OR AT 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

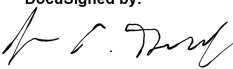
8. Assignment. Neither the District nor the Contractor may assign the Agreement or any monies to become due hereunder without the prior written approval of the other.
9. Liens and Claims. Notwithstanding any other language in the Agreement, the parties agree that lien rights are not available under Florida law because the District is a governmental entity. That said, the District represents that it has sufficient funds on hand to pay any amounts due pursuant to the terms of the Agreement and this Addendum.
10. Controlling Law and Venue. In the event that either party is required to enforce the Agreement, as amended by this Addendum, by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings. The Agreement, as amended, and the provisions contained in the Agreement and this Addendum shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding the Agreement or this Addendum shall be Polk County, Florida.
11. E-Verify. The Contractor shall comply with and perform all applicable provisions of section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated section 448.091, *Florida Statutes*. By entering into the Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of the Agreement.
12. Scrutinized Companies Statement. In accordance with section 287.135, *Florida Statutes*, Contractor represents that in entering into the Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, Contractor shall immediately notify the District. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Agreement.
13. Anti-Human Trafficking Requirements. Contractor certifies, by acceptance of the Agreement, that neither it nor its principals utilize coercion for labor or services as defined in section 787.06, *Florida Statutes*. Contractor agrees to execute an affidavit in compliance with section 787.06(13), *Florida Statutes*.
14. Addendum Controls. The Agreement, as amended by this Addendum, shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of the Agreement. To the extent any of the provisions of this Addendum are in conflict with the provisions of the Agreement, this Addendum controls.

[Signature page follows]

[Signature page to Addendum to Agreement (“Agreement”) between Eden Hills Community Development District (“District”) and Swine Solutions LLC (“Contractor”)]

SWINE SOLUTIONS LLC,
a Florida limited liability company

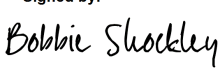
**EDEN HILLS COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:

800E40B64A1E41D...

By: Thomas Sewell

Its: President

Date: 2025-11-14

Signed by:

B4BFE8F149CE478...

By: Bobbie Shockley

Its: Chair

Date: 2025-11-13

SECTION 7



MEMORANDUM

DATE: November 12, 2025
TO: Eden Hills Community Development District (CDD)
FROM: Dewberry Engineers Inc.
SUBJECT: Eden Hills CDD Annual Report Follow-Up Inspection

Introduction

This report provides the findings of a follow-up inspection of the pond located on the southern side of phase 1 of the CDD. This inspection was also conducted in response to concerns about reduced vegetative cover in and around the pond.

The following report summarizes the findings of the inspection and includes recommendations for action items if necessary. The report also contains a photo log (Inspection Photo Log) depicting areas and structures that were inspected and require attention as well as photos taken to establish a baseline of the condition of the pond.

Report Recommendations

Above each image, you will find a recommendation of appropriate action to be taken to remedy the condition of the structure or area if necessary. The area along the Phase 1 base of the brick wall on the pond bank has completely lost vegetative cover and will need new sod to prevent further erosion.

Generally, spraying as a form of landscaping must be reduced drastically or eliminated entirely. Many homes along the pond in Phase 2 that borders Grassy Lake have been over sprayed to the point of the concrete footers of their fences being exposed due to soil erosion. Additionally, the trees along the berm in this same area have also been over sprayed and have completely lost vegetative cover around them, and these areas must either be cover by grass or mulch.

Attachments

1. **Eden Hills CDD:** Inspection Map
2. **Eden Hills CDD:** Inspection Photo Log



Legend

Legend




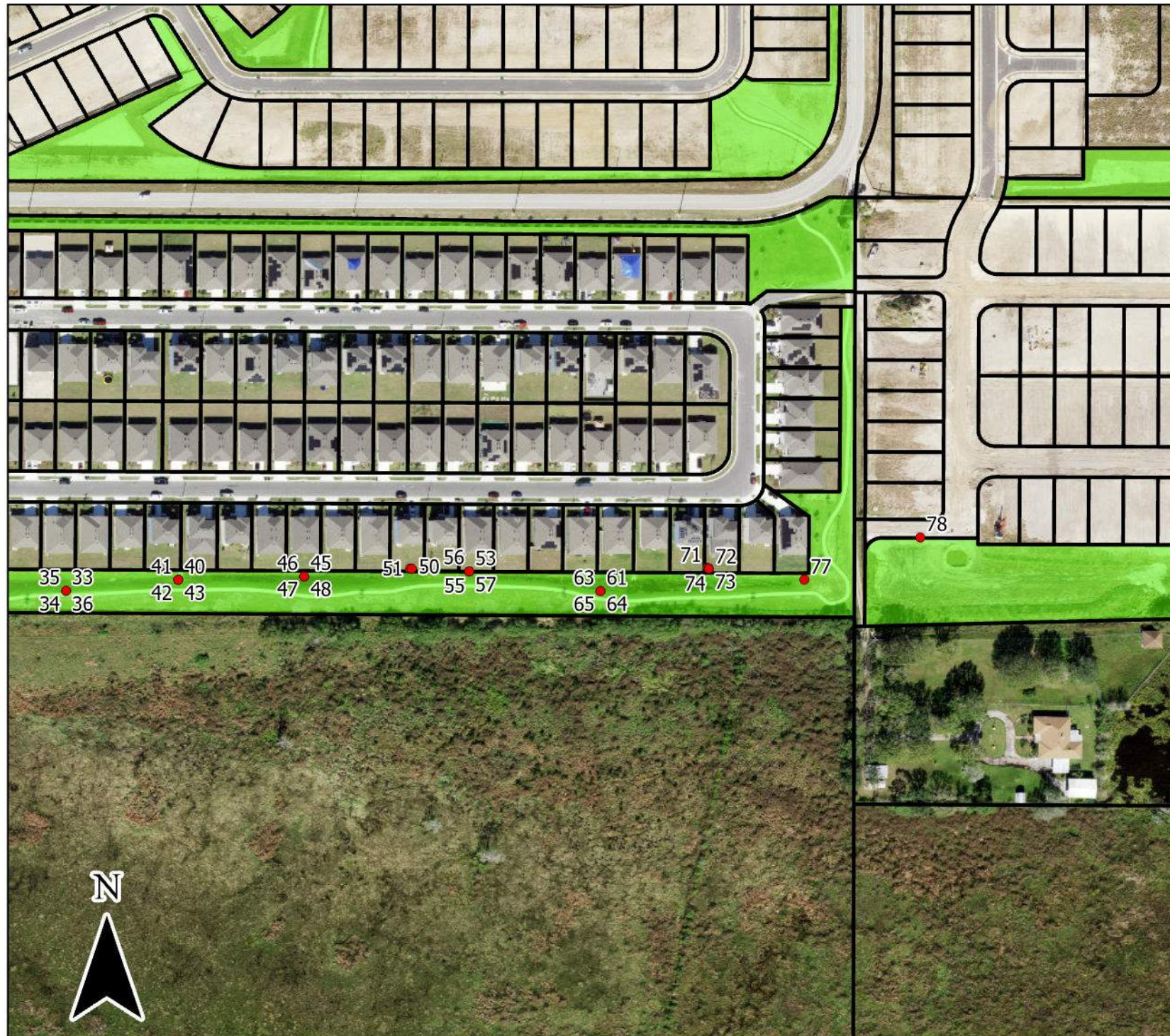
-  Polk parcel
-  Inspection Photos
-  CDD Owned Parcels

FIGURE 1
Ph 1 AR Follow Up
Eden Hills CDD



Legend

Legend

-  Polk parcel
-  Inspection Photos
-  CDD Owned Parcels

FIGURE 2
Phase 1 AR Follow Up
Eden Hills CDD

Legend

Legend

-  Polk parcel
-  CDD Owned Parcels
-  Follow Up Inspections
Photos



FIGURE 3
Phase 2 AR Follow Up
Eden Hills CDD

Legend

Legend

-  Polk parcel
-  CDD Owned Parcels
-  Follow Up Inspections
Photos

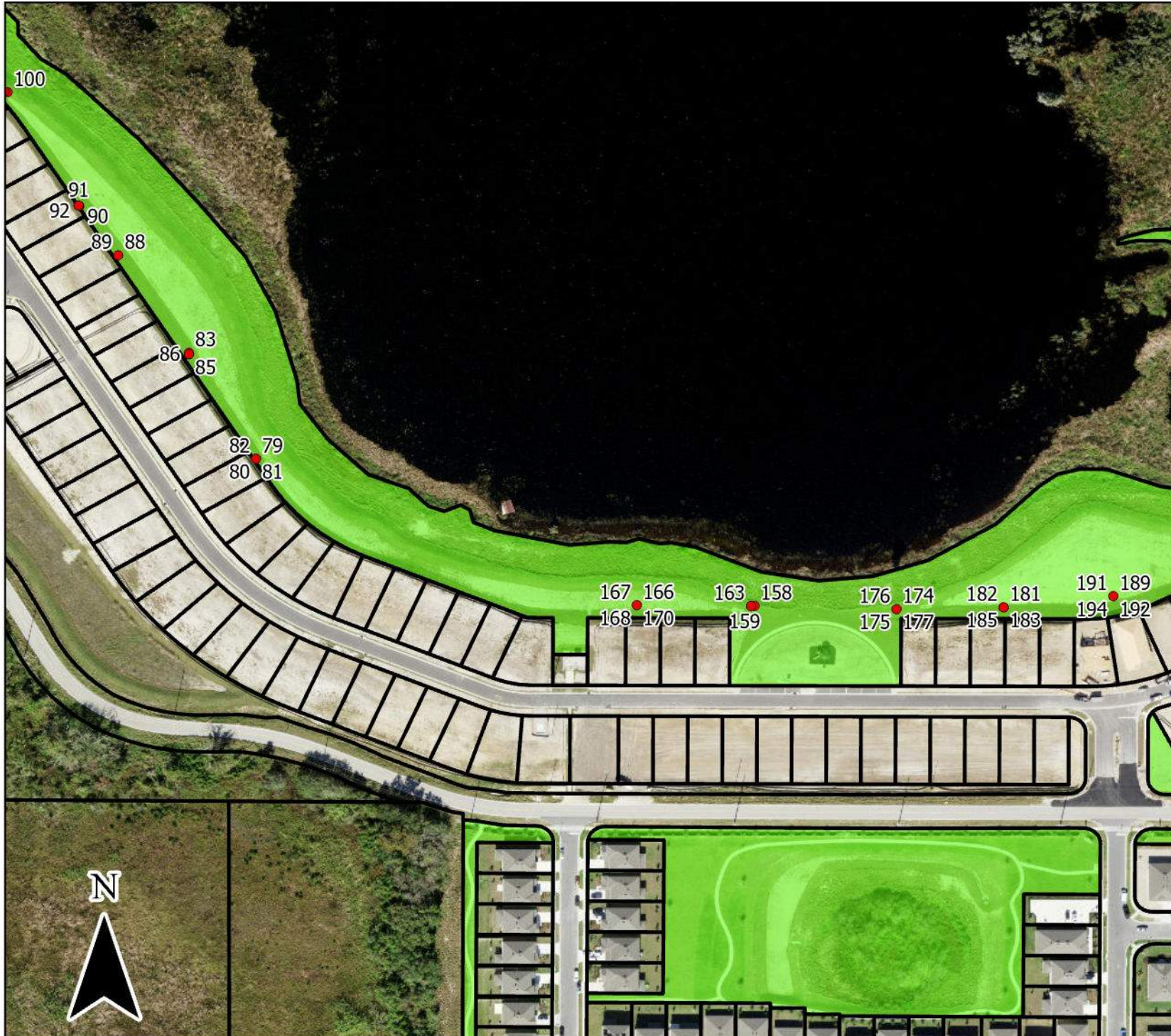
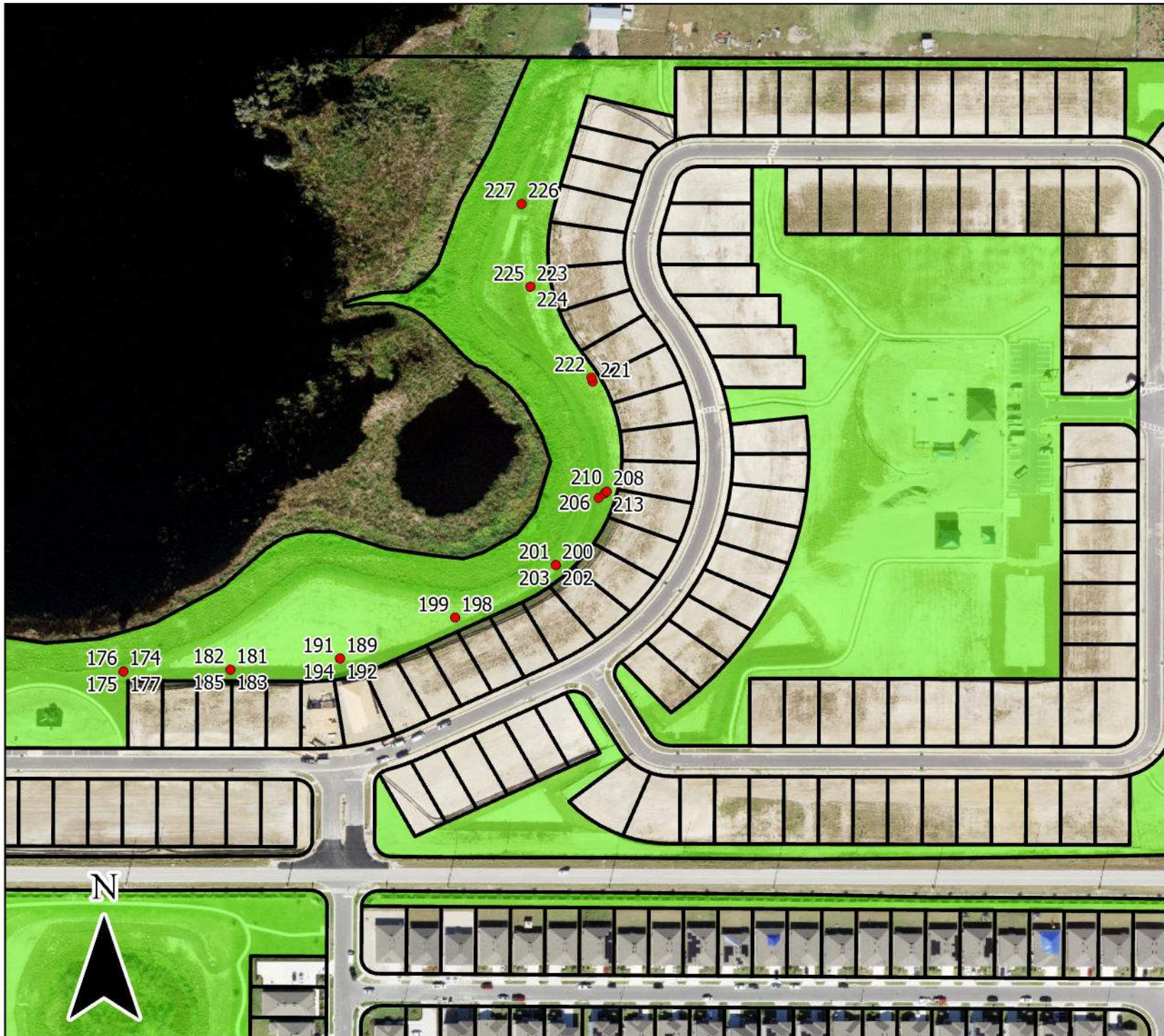


FIGURE 4
Phase 2 AR Follow Up
Eden Hills CDD



Legend

Legend

-  Polk parcel
-  CDD Owned Parcels
-  Follow Up Inspections
Photos

FIGURE 5
Phase 2 AR Follow Up
Eden Hills CDD



Legend

Legend

-  Polk parcel
-  CDD Owned Parcels
-  Follow Up Inspections
Photos

FIGURE 6
Phase 2 AR Follow Up
Eden Hills CDD

Figure 1. Drainage area lacks sufficient vegetative cover. Add sod along slope and monitor.



Figure 2. Drainage area lacks sufficient vegetative cover. Add sod along slope and monitor.



Figure 3. Area continues to have issues. Consider adding a vertical structure with handrails for support.



Figure 4. Area continues to have issues. Consider adding a vertical structure with handrails for support.



Figure 5. Area continues to have issues. Consider adding a vertical structure with handrails for support.



Figure 6. Area continues to have issues. Consider adding a vertical structure with handrails for support.



Figure 7. Area continues to have issues. Consider adding a vertical structure with handrails for support.



Figure 8. Baseline photo, bottom of pond. No action needed.



Figure 9. Baseline photo, bottom of pond. No action needed.



Figure 10. Baseline photo, bottom of pond. No action needed.



Figure 11. Vegetation stressed under fence near MES. Monitor.



Figure 12. Structure cracking on surface and vegetation reduced around MES. Add soil to restore grade, sod, and monitor.



Figure 13. Structure cracking on surface and vegetation reduced around MES. Add soil to restore grade, sod, and monitor.



Figure 14. Vegetation stressed under fence near MES. Monitor.



Figure 15. Vegetation stressed under fence near MES. Monitor.



Figure 16. Vegetation stressed under fence near MES. Monitor.



Figure 17. Structure cracking on surface and vegetation reduced around MES. Add soil to restore grade, sod, and monitor.



Figure 18. Vegetation stressed under fence near MES. Monitor.



Figure 19. Vegetation stressed under fence near MES. Monitor.



Figure 20. Unusual bare patch in sod. Monitor.



Figure 21. Baseline photo, bottom of pond. No action needed.



Figure 22. Baseline photo, bottom of pond. No action needed.



Figure 23. Vegetation stressed under fence near MES. Monitor.



Figure 24. Baseline photo, bottom of pond. No action needed.



Figure 25. Baseline photo, bottom of pond. No action needed.



Figure 26. Baseline photo, bottom of pond. No action needed.

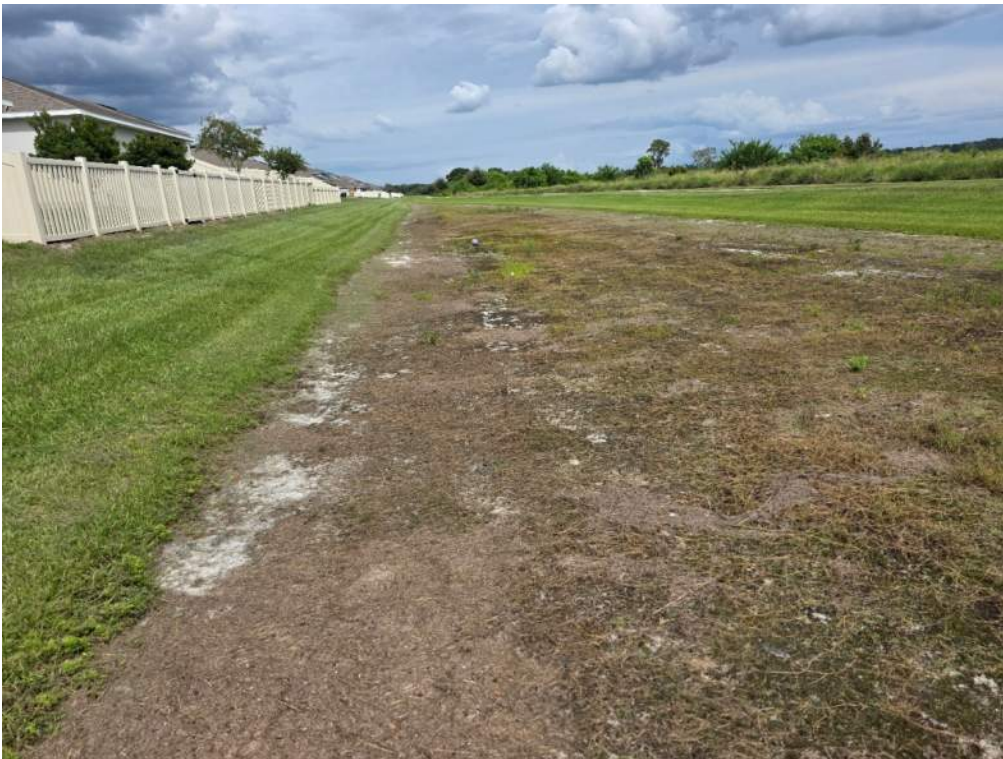


Figure 27. Vegetation stressed under fence. Monitor.



Figure 28. Large patch is bare of vegetation along bank. Add sod and monitor.



Figure 29. Baseline photo, bottom of pond. No action needed.



Figure 30. Baseline photo, bottom of pond. No action needed.



Figure 31. Large patch is bare of vegetation along bank. Add sod and monitor.



Figure 32. Baseline photo, bottom of pond. No action needed.



Figure 33. Large patch is bare of vegetation along bank. Add sod and monitor.



Figure 34. Baseline photo, bottom of pond. No action needed.



Figure 35. Baseline photo, bottom of pond. No action needed.



Figure 36. Large patch is bare of vegetation along bank. Add sod and monitor.



Figure 37. Vegetation thinning and erosion near sidewalk. Add sod and monitor.



Figure 38. Complete lack of vegetation near MES and retaining wall containing yard drains. Install new sod along structure and wall to prevent further erosion and sedimentation.



Figure 39. Complete lack of vegetation near MES and retaining wall containing yard drains. Install new sod along structure and wall to prevent further erosion and sedimentation.



Figure 40. Complete lack of vegetation near MES and retaining wall containing yard drains. Install new sod along structure and wall to prevent further erosion and sedimentation.



Figure 41. Vegetation thinning and erosion near sidewalk. Add sod and monitor.



Figure 42. Large patch is bare of vegetation along bank. Add sod and monitor.



Figure 43. Large patch is bare of vegetation along bank. Add sod and monitor.



Figure 44. Large patch is bare of vegetation along bank. Add sod and monitor.



Figure 45. Baseline photo, bottom of pond. No action needed.



Figure 46. Baseline photo, bottom of pond. No action needed.



Figure 47. Large patch is bare of vegetation along bank. Add sod and monitor.



Figure 48. Large patch is bare of vegetation along bank. Add sod and monitor.



Figure 49. Yard drain blocked with sediment and vegetation. Unclog and monitor.



Figure 50. Large patch is bare of vegetation along bank. Add sod and monitor.



Figure 51. Large patch is bare of vegetation along bank. Add sod and monitor.



Figure 52. Large patch is bare of vegetation along bank. Add sod and monitor.



Figure 53. Large patch is bare of vegetation along bank. Add sod and monitor.



Figure 54. Yard drain downturned into soil. Reorient for proper drainage.



Figure 55. Large patch is bare of vegetation along bank. Add sod and monitor.



Figure 56. Large patch is bare of vegetation along bank. Add sod and monitor.



Figure 57. Large patch is bare of vegetation along bank. Add sod and monitor.



Figure 58. Baseline photo, bottom of pond. No action needed.



Figure 59. Baseline photo, bottom of pond. No action needed.



Figure 60. Baseline photo, bottom of pond. No action needed.



Figure 61. Baseline photo, bottom of pond. No action needed.



Figure 62. Baseline photo, bottom of pond. No action needed. Deep cuts in soil due to vehicles driving through pond.



Figure 63. Baseline photo, bottom of pond. No action needed. Deep cuts in soil due to vehicles driving through pond.



Figure 64. Baseline photo, bottom of pond. No action needed.



Figure 65. Area around and particularly below MES lacks vegetative cover and soil. Add soil to restore grade and sod. Rearrange riprap after grade restoration and monitor.



Figure 66. Area around and particularly below MES lacks vegetative cover and soil. Add soil to restore grade and sod. Rearrange riprap after grade restoration and monitor.



Figure 67. Area around and particularly below MES lacks vegetative cover and soil. Add soil to restore grade and sod. Rearrange riprap after grade restoration and monitor.



Figure 68. Baseline photo, bottom of pond. No action needed. Deep cuts in soil due to vehicles driving through pond.



Figure 69. Baseline photo, bottom of pond. No action needed.



Figure 70. Large patch is bare of vegetation along bank. Add sod and monitor.



Figure 71. Large patch is bare of vegetation along bank. Add sod and monitor.



Figure 72. Large patch is bare of vegetation along bank. Add sod and monitor.



Figure 73. Large patch is bare of vegetation along bank. Add sod and monitor.



Figure 74. Baseline photo, bottom of pond. No action needed.



Figure 75. Baseline photo, bottom of pond. No action needed.



Figure 76. Small patch is bare of vegetation along bank. Add sod and monitor.



Figure 77. Loss of vegetative cover around MES. Add sod to restore cover.



Figure 78. Baseline photo, bottom of pond. No action needed.



Figure 79. Tree bent, area lacks vegetative cover reduce herbicide spraying and monitor



Figure 80. (Figure 80-82) Area lacks vegetative cover, fence post support exposed, reduce herbicide spraying, restore cover, and sod



Figure 81.



Figure 82.



Figure 83. (Figure 83-85) Vegetative cover reduce herbicide spraying and monitor



Figure 84.



Figure 85.



Figure 86. (Figure 86- 88) Area lacks vegetative cover, fence post support exposed, reduce herbicide spraying, restore cover, and sod



Figure 87.



Figure 88.



Figure 89. Area around tree lacks vegetative cover, reduce herbicide spraying and monitor



Figure 90. Reduced vegetative cover, monitor



Figure 91. (Figure 91-96) Area lacks vegetative cover, fence post support exposed, reduce herbicide spraying, restore cover, and sod



Figure 92.



Figure 93.



Figure 94.



Figure 95.



Figure 96.



Figure 97. (Figure 97-98) Debris present on drainage slope, clean and monitor



Figure 98.



Figure 99. Vegetative cover reduced, monitor



Figure 100. Vegetative cover reduced, reduce spraying, monitor



Figure 101. Vegetative cover reduced, monitor



Figure 102. Vegetative cover reduced, monitor



Figure 103. (Figure 103-105) Vegetative cover reduced, monitor



Figure 104.



Figure 105.



Figure 106. (Figure 106-109) Reduced vegetative cover, add sod and monitor



Figure 107.



Figure 108.



Figure 109.



Figure 110. Vegetative cover reduced, monitor



Figure 111. Vegetative cover reduced, monitor



Figure 112. (Figure 112-122) Sod along fence has died, signs of over spraying behind fence. Remove weeds from fence line and replace with sod where cover is insufficient.



Figure 113.



Figure 114.



Figure 115.



Figure 116.



Figure 117.



Figure 118.



Figure 119.



Figure 120.



Figure 121.



Figure 122.



Figure 123. (Figure 123-125) Area around control structure lacs vegetative cover, restore grade and sod around structure. Area should be mowed, not sprayed.



Figure 124.



Figure 125.



Figure 126. Vegetative cover reduced, monitor



Figure 127. Vegetative cover reduced, monitor



Figure 128. Vegetative cover reduced, monitor



Figure 129. Vegetative cover reduced, monitor



Figure 130. Vegetative cover reduced, monitor



Figure 131. Vegetative cover reduced, monitor



Figure 132. Area around control structure lacs vegetative cover, restore grade and sod around structure. Area should be mowed, not sprayed.



Figure 133. (Figure 133-137) Area lacks vegetative cover, fence post support exposed, reduce herbicide spraying, restore cover, and sod



Figure 134.



Figure 135.



Figure 136.



Figure 137.



Figure 138. (Figure 138-140) Construction area lacks silt fencing, make contact with resident and ensure runoff is not deposited or left in abutting wetland or CDD owned lands.



Figure 139.



Figure 140.



Figure 141. (Figure 141-145) Area lacks vegetative cover, fence post support exposed, reduce herbicide spraying, restore cover, and sod



Figure 142.



Figure 143.



Figure 144.



Figure 145.



Figure 146. (Figure 146-157) Pond bank lacks vegetative cover, monitor growth and water level



Figure 147.



Figure 148.



Figure 149. (Figure 149,151-152) Soil eroded around MES, restore grade and add sod.



Figure 150.



Figure 151.



Figure 152.



Figure 153.



Figure 154.



Figure 155.



Figure 156.



Figure 157.



Figure 158. (Figure 158-159) Area around MES lacks vegetative cover, restore grade, sod and monitor



Figure 159.



Figure 160. (Figure 160-163) Area lacks vegetative cover, fence post support exposed, reduce herbicide spraying, restore cover, and sod



Figure 161.



Figure 162.



Figure 163.



Figure 164. Resident's irrigation has caused a massive depression on their property which will affect drainage into the pond. Notify them to correct this by filling and sodding hole as well as fixing irrigation issue.



Figure 165. Vegetative cover reduced, monitor



Figure 166. (Figure 166-171) Area lacks sod around fence, but weeds are abundant, but area around MES lacks any vegetative cover is heavily eroded. Reduce spraying around MES, restore grade, add sod, and monitor for further sand washouts.



Figure 167.



Figure 168.



Figure 169.



Figure 170.



Figure 171.



Figure 172. (Figure 172-175) Monitor Area for further erosion



Figure 173.



Figure 174.



Figure 175.



Figure 176. (Figure 176-177) Area around MES lacks vegetative cover, restore grade and sod



Figure 177.



Figure 178. (Figure 178-181) Area lacks vegetative cover, monitor



Figure 179.



Figure 180.



Figure 181.



Figure 182. (Figure 182-186) Area lacks vegetative cover, fence post support exposed, reduce herbicide spraying, restore cover, and sod



Figure 183.



Figure 184.



Figure 185.



Figure 186.



Figure 187. (Figure 187-188) Slope of pond covered in sediment, resident must have excess sediment removed from CDD lands, restore grade, and restore sod if necessary.



Figure 188.



Figure 189. Monitor for erosion



Figure 190. Monitor for erosion



Figure 191. (Figure 191-197) Area lacks vegetative cover, fence post support exposed, reduce herbicide spraying, restore cover, and sod



Figure 192.



Figure 193.



Figure 194.



Figure 195.



Figure 196.



Figure 197.



Figure 198. (Figure 198-199) Control structure overgrown and sediment has been piled around structure. Clean off growth and remove sediment to allow for proper drainage.



Figure 199.



Figure 200. (Figure 200-201) Monitor and ensure resident's garden encroachment does not cause erosion or sedimentation in pond.



Figure 201.

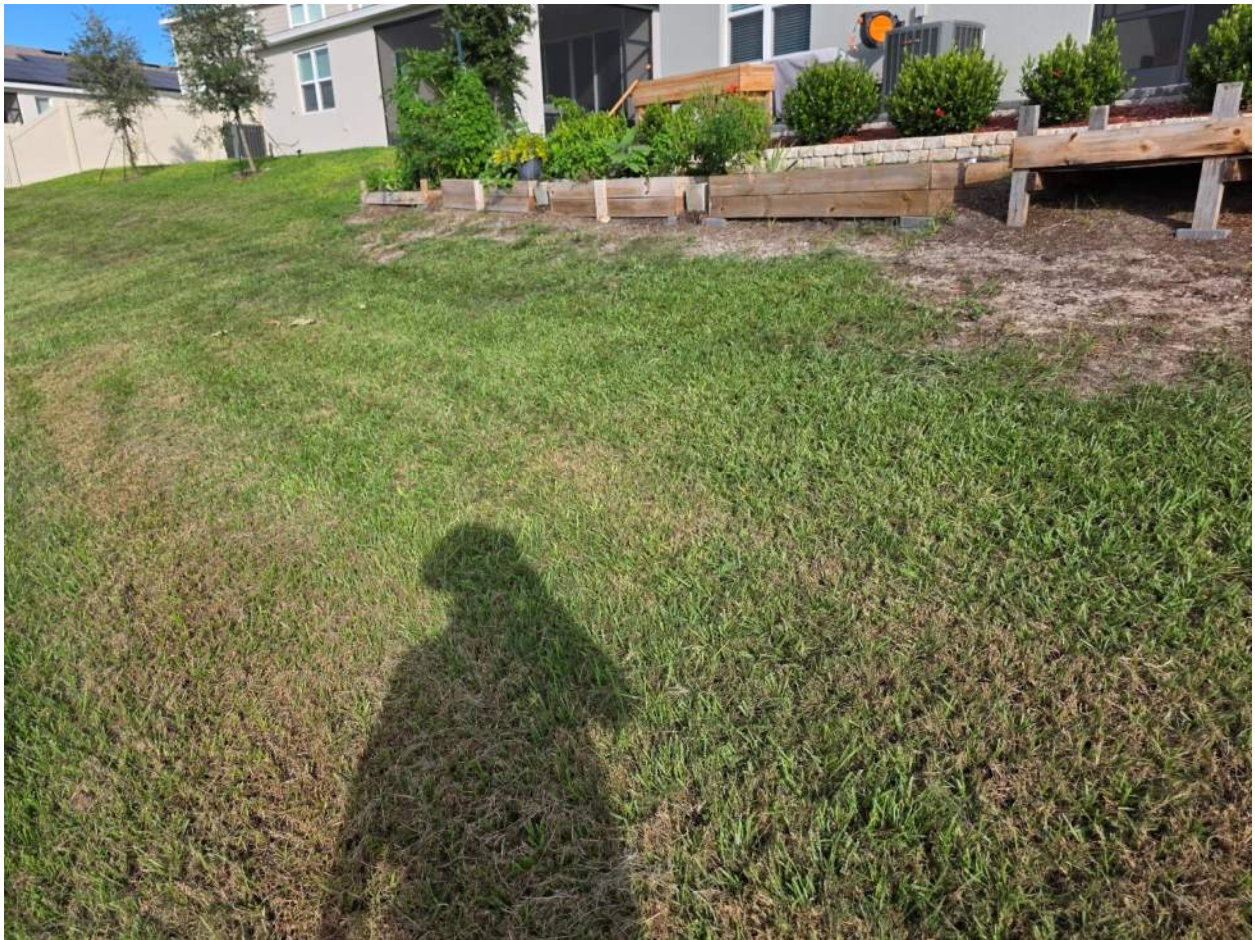


Figure 202. (Figure 202-221) Area lacks vegetative cover, fence post support exposed, reduce herbicide spraying, restore cover, and sod



Figure 203.



Figure 204.



Figure 205.



Figure 206.



Figure 207.



Figure 208.



Figure 209.



Figure 210.



Figure 211.



Figure 212.



Figure 213.



Figure 214.



Figure 215.



Figure 216.



Figure 217.



Figure 218.



Figure 219.



Figure 220.



Figure 221.



Figure 222. Monitor for erosion



Figure 223.



Figure 224. (Figure 224-225) Restore grade around MES and sod



Figure 225.



Figure 226. (Figure 226-227) Monitor area around wall for erosion



Figure 227.



Figure 228. (Figure 228-236) Continue to monitor area for erosion, and ensure new sod takes.



Figure 229.



Figure 230.



Figure 231.



Figure 232.



Figure 233.



Figure 234.



Figure 235.



Figure 236.



Figure 237. Soften grade to control structure to eliminate trip hazard.



SECTION 8

SECTION C

Eden Hills CDD

Field Management Report

Completed Items

- Solar entry lights installed per approved proposal.
- Some general light maintenance was done to phase 1 entrance lights as part of routine seasonal inspections: Added risers, adjusted angles, & inspected essential components.
- Removed general trash and litter from a handful of areas around the district.
- Playgrounds received routine cleaning.



Contracted Services

- Overall site maintenance is satisfactory.
- Turf is mowed and beds are detailed.
- Following off-season, mowing visits decreased for fall and winter inline with turf dormancy.
- Some turf areas are being assessed for repairs.
- Pond treatments are sufficient to keep pond vegetation under control



In Progress

- A damaged playground was identified and a report filed. Replacement parts have been ordered and repairs to the plastic climbing wall will be completed once materials arrive.
- Playground was posted closed and caution tape was added in the interim.
- Amenity chaise lounges and chairs are will be re-slung in batches to prepare for spring.
- Some rip rap is being coordinated for mitered ends in accordance with engineer's reports.



SECTION i



200 S. F. Street
Haines City, Florida 33844

Phone 863-422-5207 | Fax 863-422-1816

Polk County License # 214815

Date: December 4, 2025

SUBMITTED TO:

GMS Services
135 W. Central Blvd
Orlando, FL 32801
Marshall Tindall
Phone: 407-346-2453
Email: Mtindall@gmscfl.com

Job Name / Location:

Eden Hills Lake
Lake Alfred, FL 33850

Behind Pool Area Retention Pond

PROPOSAL TO SOD RETENTION POND WASHOUT

	Qty	Unit	Unit Cost	TOTAL
Bahia Sod	2	pallet	\$400.00	\$800.00
Top Soil	2	CY	\$125.00	\$250.00
			TOTAL	\$1,050.00


The customer agrees, that by signing this proposal, it shall become a legal and binding contract and shall supersede any previous agreements, discussed or implied. The customer further agrees to all terms and conditions set forth within and shall be responsible for any/all court and/or attorney fees incurred by Prince and Sons, Inc. required to obtain collection for any portion of money owed for material and/or work performed by Prince and Sons Inc.

Submitted by: Brian Bubendorf

Date Submitted: December 4, 2025

Accepted by: _____

Date Accepted: _____



eden hills
pond shoulder
southwest of playground
at 2011 airedale

SECTION D

SECTION i

Eden Hills Community Development District

Summary of Check Register

November 1, 2025 to November 26, 2025

Fund	Date	Check No.'s	Amount
General Fund	11/5/25	292-296	\$ 9,411.49
	11/12/25	297-298	\$ 6,018.17
	11/19/25	299	\$ 7,297.91
	11/25/25	300-304	\$ 18,856.50
		Total:	<u>\$ 41,584.07</u>
General Fund - Autopay	11/12/25	80009-80017	\$ 9,712.12
		Total:	<u>\$ 9,712.12</u>
Total Amount			<u>\$ 51,296.19</u>

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
11/05/25	00047	10/21/25 16293	202510 330-57200-48201	CLEANING SVCS OCT25	*	1,300.00	
				CSS CLEAN STAR SERVICES CENTRAL FL			1,300.00 000292
11/05/25	00008	9/30/25 208	202509 330-57200-47800	AMENITY RPR/MAINT-SEP25	*	621.91	
		9/30/25 208	202509 320-53800-47800	GEN RPR/MAINT-SEP25	*	380.00	
		9/30/25 209	202509 320-53800-46600	SIDEWALK GRIND/RPR	*	660.00	
		9/30/25 210	202509 320-53800-47800	ADD CHAIN TO CANS	*	210.00	
		9/30/25 211	202509 320-53800-47800	DOCK/MINOR FENCE REPAIR	*	460.18	
				GOVERNMENTAL MANAGEMENT SERVICES-CF			2,332.09 000293
11/05/25	00044	10/15/25 29295	202510 330-57200-47800	NEW LIFE RING	*	175.00	
				MCDONNELL CORPORATION DBA RESORT			175.00 000294
11/05/25	00036	11/04/25 11042025	202511 300-15500-10000	PLAYGRND/FUR LEASE-DEC25	*	4,254.40	
				PARK LAKE PROPERTY MANAGEMENT, INC			4,254.40 000295
11/05/25	00024	10/20/25 20545	202510 320-53800-46200	INSTALL BAHIA SOD	*	1,350.00	
				PRINCE & SONS, INC.			1,350.00 000296
11/12/25	00053	10/31/25 00074024	202510 310-51300-48000	NOT OF MTG 10/29	*	378.41	
				GANNETT MEDIA CORP DBA			378.41 000297
11/12/25	00054	8/31/25 12282798	202508 330-57200-34500	SECURITY SVCS AUG25	*	2,964.78	
		10/31/25 12351914	202510 330-57200-34500	SECURITY SVCS OCT25	*	2,674.98	
				SECURITAS SECURITY SERVICES USA INC			5,639.76 000298
11/19/25	00008	11/01/25 213	202511 320-53800-12000	FIELD MANAGEMENT-NOV25	*	1,419.50	
		11/01/25 213	202511 320-53800-49000	SIFER KEY TAG	*	7.00	
		11/01/25 214	202511 310-51300-34000	MANAGEMENT FEES-NOV25	*	3,647.92	
		11/01/25 214	202511 310-51300-35200	WEBSITE MANAGEMENT-NOV25	*	108.17	

EDEN EDEN HILLS ZYAN

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
11/01/25	214	202511 310-51300-35100		INFORMATION TECH-NOV25	*	162.25	
11/01/25	214	202511 310-51300-31300		DISSEMINATION SVCS-NOV25	*	630.92	
11/01/25	214	202511 330-57200-48300		AMENITY ACCESS MGMT-NOV25	*	1,287.50	
11/01/25	214	202511 310-51300-51000		OFFICE SUPPLIES	*	.72	
11/01/25	214	202511 310-51300-42000		POASTAGE	*	32.58	
11/01/25	214	202511 310-51300-42500		COPIES	*	1.35	
GOVERNMENTAL MANAGEMENT SERVICES-CF						7,297.91	000299
11/25/25	00052	10/30/25 20576	202510 320-53800-46400	POND HERBICIDE OCT25	*	400.00	
AQUATIC WEED MANAGEMENT, INC						400.00	000300
11/25/25	00029	11/19/25 22469238	202510 310-51300-31100	ENGINEERING SVCS-OCT25	*	2,562.50	
DEWBERRY ENGINEERS INC.						2,562.50	000301
11/25/25	00056	10/29/25 67623854	202510 330-57200-48100	PEST CONTROL-OCT25	*	77.00	
		11/14/25 67988578	202511 330-57200-48100	PEST CONTROL-NOV25	*	77.00	
MASSEY SERVICES, INC.						154.00	000302
11/25/25	00044	11/01/25 CM-26621	202511 330-57200-48500	POOL MAINTENANCE-NOV25	*	3,380.00	
MCDONNELL CORPORATION DBA RESORT						3,380.00	000303
11/25/25	00024	11/01/25 20698	202511 320-53800-46200	LANDSCAPE MAINT-NOV25	*	12,360.00	
PRINCE & SONS, INC.						12,360.00	000304
TOTAL FOR BANK B						41,584.07	

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
11/12/25	00013	11/10/25 5427-10.	202510 330-57200-43200		*	487.26	
		5427-2011 AIREDALE-OCT.25					
				CITY OF LAKE ALFRED			487.26 080009
11/12/25	00013	11/10/25 5716-10.	202510 330-57200-43200		*	55.83	
		5716-2376 SELENIA-OCT.25					
				CITY OF LAKE ALFRED			55.83 080010
11/12/25	00062	11/05/25 9172-11.	202511 330-57200-44000		*	120.00	
		9172-2011 AIREDALE-NOV.25					
				SPECTRUM			120.00 080011
11/12/25	00032	10/29/25 1359-10.	202510 320-53800-43000		*	96.12	
		1359-197 SOPHIA-OCT.25					
				TECO			96.12 080012
11/12/25	00032	10/29/25 1983-10.	202510 320-53800-43000		*	906.76	
		1983-700 CASS LFT-OCT.25					
				TECO			906.76 080013
11/12/25	00032	10/29/25 4468-10.	202510 330-57200-43000		*	1,705.28	
		4468-2011 AIREDALE-OCT.25					
				TECO			1,705.28 080014
11/12/25	00032	10/29/25 5618-10.	202510 320-53800-43000		*	27.20	
		5618-500 AVIANA ST-OCT.25					
				TECO			27.20 080015
11/12/25	00032	10/29/25 5626-10.	202510 320-53800-43000		*	26.24	
		5626-419 SOPHIA-OCT.25					
				TECO			26.24 080016
11/12/25	00032	10/29/25 8579-10.	202510 320-53800-43100		*	6,287.43	
		8579-CASS RD OLD LK-OCT25					
				TECO			6,287.43 080017
TOTAL FOR BANK Z						9,712.12	
TOTAL FOR REGISTER						51,296.19	

SECTION ii

Eden Hills
Community Development District

Unaudited Financial Reporting
October 31, 2025



Table of Contents

1	Balance Sheet
2-3	General Fund
4	Debt Service Fund Series 2020
5	Debt Service Fund Series 2022
6	Capital Reserve Fund
7-8	Month to Month
9	Long Term Debt Report
10	Assessment Receipt Schedule

Eden Hills
Community Development District
Combined Balance Sheet
October 31, 2025

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Reserve Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
Cash:				
Operating Account	\$ 219,503	\$ -	\$ -	\$ 219,503
Money Market Account	\$ -	\$ -	\$ 39,513	\$ 39,513
Investments:				
Series 2020				
Reserve	\$ -	\$ 86,038	\$ -	\$ 86,038
Revenue	\$ -	\$ 99,301	\$ -	\$ 99,301
Series 2022				
Reserve	\$ -	\$ 301,342	\$ -	\$ 301,342
Revenue	\$ -	\$ 318,709	\$ -	\$ 318,709
Prepayment	\$ -	\$ 1,869	\$ -	\$ 1,869
Due from General Fund	\$ -	\$ 2,108	\$ -	\$ 2,108
Prepaid Expenses	\$ 19,211	\$ -	\$ -	\$ 19,211
Total Assets	\$ 238,714	\$ 809,366	\$ 39,513	\$ 1,087,593
Liabilities:				
Accounts Payable	\$ 23,872	\$ -	\$ -	\$ 23,872
Due to Debt Service	\$ 2,108	\$ -	\$ -	\$ 2,108
Total Liabilities	\$ 25,980	\$ -	\$ -	\$ 25,980
Fund Balance:				
Nonspendable:				
Prepaid Items	\$ 19,211	\$ -	\$ -	\$ 19,211
Restricted for:				
Debt Service - Series 2020	\$ -	\$ 185,806	\$ -	\$ 185,806
Debt Service - Series 2022	\$ -	\$ 623,560	\$ -	\$ 623,560
Assigned for:				
Capital Reserves	\$ -	\$ -	\$ 39,513	\$ 39,513
Unassigned	\$ 193,523	\$ -	\$ -	\$ 193,523
Total Fund Balances	\$ 212,734	\$ 809,366	\$ 39,513	\$ 1,061,613
Total Liabilities & Fund Balance	\$ 238,714	\$ 809,366	\$ 39,513	\$ 1,087,593

Eden Hills
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending October 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 10/31/25	Thru 10/31/25	Variance

Revenues:

Assessments - Tax Roll	\$ 615,519	\$ -	\$ -	\$ -
Assessments - Direct Bill	\$ 67,623	\$ 33,811	\$ 33,811	\$ -
Total Revenues	\$ 683,142	\$ 33,811	\$ 33,811	\$ -

Expenditures:

General & Administrative:

Supervisor Fees	\$ 12,000	\$ 1,000	\$ 1,000	\$ -
Employer FICA Fees	\$ 918	\$ 77	\$ 77	\$ -
Engineering	\$ 15,000	\$ 1,250	\$ 2,563	\$ (1,313)
Attorney	\$ 18,158	\$ 1,513	\$ -	\$ 1,513
Annual Audit	\$ 5,000	\$ -	\$ -	\$ -
Assessment Administration	\$ 7,030	\$ 7,030	\$ 7,030	\$ -
Arbitrage	\$ 1,350	\$ -	\$ -	\$ -
Dissemination	\$ 7,571	\$ 631	\$ 631	\$ -
Trustee Fees	\$ 14,148	\$ 2,694	\$ 2,694	\$ -
Management Fees	\$ 43,775	\$ 3,648	\$ 3,648	\$ -
Information Technology	\$ 1,947	\$ 162	\$ 162	\$ (0)
Website Technology	\$ 1,298	\$ 108	\$ 108	\$ (0)
Postage & Delivery	\$ 893	\$ 74	\$ 44	\$ 31
Insurance	\$ 8,282	\$ 8,282	\$ 6,744	\$ 1,538
Copies	\$ 180	\$ 15	\$ -	\$ 15
Legal Advertising	\$ 3,000	\$ 250	\$ 378	\$ (128)
Other Current Charges	\$ 1,300	\$ 108	\$ -	\$ 108
Office Supplies	\$ 180	\$ 15	\$ 0	\$ 15
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative	\$ 142,203	\$ 27,032	\$ 25,254	\$ 1,779

Eden Hills
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending October 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 10/31/25	Thru 10/31/25	Variance
<u>Operations & Maintenance</u>				
Field Expenditures				
Property Insurance	\$ 21,854	\$ 21,854	\$ 19,507	\$ 2,347
Field Management	\$ 17,034	\$ 1,419	\$ 1,420	\$ (0)
Landscape Maintenance	\$ 152,780	\$ 12,732	\$ 13,710	\$ (978)
Landscape Replacement	\$ 20,000	\$ 1,667	\$ -	\$ 1,667
Lake Maintenance	\$ 4,800	\$ 400	\$ 400	\$ -
Streetlights	\$ 82,420	\$ 6,868	\$ 6,287	\$ 581
Electric	\$ 6,292	\$ 524	\$ 1,056	\$ (532)
Sidewalk & Asphalt Maintenance	\$ 2,000	\$ 167	\$ -	\$ 167
Irrigation Repairs	\$ 5,000	\$ 417	\$ 65	\$ 351
General Repairs & Maintenance	\$ 10,000	\$ 833	\$ -	\$ 833
Contingency	\$ 6,417	\$ 535	\$ -	\$ 535
Subtotal Field Expenditures	\$ 328,596	\$ 47,416	\$ 42,446	\$ 4,970
Amenity Expenditures				
Amenity - Electric	\$ 20,000	\$ 1,667	\$ 1,705	\$ (39)
Amenity - Water	\$ 10,000	\$ 833	\$ 543	\$ 290
Playground Lease	\$ 51,053	\$ 4,254	\$ 4,254	\$ (0)
Internet	\$ 2,000	\$ 167	\$ 120	\$ 47
Pest Control	\$ 2,680	\$ 223	\$ 77	\$ 146
Janitorial Service	\$ 21,400	\$ 1,783	\$ 1,300	\$ 483
Security Services	\$ 33,000	\$ 2,750	\$ 2,675	\$ 75
Amenity Access Management	\$ 15,450	\$ 1,288	\$ 1,288	\$ -
Pool Maintenance	\$ 41,760	\$ 3,480	\$ 3,380	\$ 100
Amenity Repairs & Maintenance	\$ 10,000	\$ 833	\$ 175	\$ 658
Contingency	\$ 5,000	\$ 417	\$ -	\$ 417
Subtotal Amenity Expenditures	\$ 212,343	\$ 17,695	\$ 15,517	\$ 2,178
Total Operations & Maintenance	\$ 540,939	\$ 65,111	\$ 57,963	\$ 7,148
Total Expenditures	\$ 683,142	\$ 92,143	\$ 83,216	\$ 8,927
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ (49,405)	
Fund Balance - Beginning	\$ -		\$ 262,139	
Fund Balance - Ending	\$ -		\$ 212,734	

Eden Hills
Community Development District
Debt Service Fund Series 2020
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending October 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 10/31/25	Thru 10/31/25	Variance
Revenues:				
Assessments - Tax Roll	\$ 172,075	\$ -	\$ -	\$ -
Interest	\$ 4,349	\$ 576	\$ 576	\$ -
Total Revenues	\$ 176,424	\$ 576	\$ 576	\$ -
Expenditures:				
Interest - 11/1	\$ 54,100	\$ -	\$ -	\$ -
Principal - 5/1	\$ 60,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 54,100	\$ -	\$ -	\$ -
Total Expenditures	\$ 168,200	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 8,224		\$ 576	
Fund Balance - Beginning	\$ 98,480		\$ 185,230	
Fund Balance - Ending	\$ 106,704		\$ 185,806	

Eden Hills
Community Development District
Debt Service Fund Series 2022
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending October 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 10/31/25	Thru 10/31/25	Variance
Revenues:				
Assessments - Tax Roll	\$ 604,294	\$ -	\$ -	\$ -
Interest	\$ 14,761	\$ 1,934	\$ 1,934	\$ -
Total Revenues	\$ 619,055	\$ 1,934	\$ 1,934	\$ -
Expenditures:				
Interest - 11/1	\$ 196,088	\$ -	\$ -	\$ -
Principal - 5/1	\$ 210,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 196,088	\$ -	\$ -	\$ -
Total Expenditures	\$ 602,175	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 16,880		\$ 1,934	
Fund Balance - Beginning	\$ 319,181		\$ 621,625	
Fund Balance - Ending	\$ 336,061		\$ 623,560	

Eden Hills

Community Development District

Capital Reserve Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2025

	Adopted Budget	Prorated Budget Thru 10/31/25	Actual Thru 10/31/25	Variance
Revenues				
Interest	\$ 746	\$ 117	\$ 117	\$ -
Total Revenues	\$ 746	\$ 117	\$ 117	\$ -
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 746		\$ 117	
Fund Balance - Beginning	\$ 14,407		\$ 39,396	
Fund Balance - Ending	\$ 15,152		\$ 39,513	

Eden Hills
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments - Tax Roll	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Assessments - Direct Bill	\$ 33,811	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	33,811
Other Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Revenues	\$ 33,811	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	33,811
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,000
Employer FICA Fees	\$ 77	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	77
Engineering	\$ 2,563	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,563
Attorney	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Assessment Administration	\$ 7,030	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7,030
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Dissemination	\$ 631	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	631
Trustee Fees	\$ 2,694	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,694
Management Fees	\$ 3,648	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,648
Information Technology	\$ 162	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	162
Website Technology	\$ 108	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	108
Postage & Delivery	\$ 44	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	44
Insurance	\$ 6,744	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	6,744
Copies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Legal Advertising	\$ 378	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	378
Other Current Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Office Supplies	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	175
Total General & Administrative	\$ 25,254	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	25,254

Eden Hills
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>Operations & Maintenance</u>													
Field Expenditures													
Property Insurance	\$ 19,507	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	19,507
Field Management	\$ 1,420	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,420
Landscape Maintenance	\$ 13,710	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	13,710
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Lake Maintenance	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	400
Streetlights	\$ 6,287	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	6,287
Electric	\$ 1,056	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,056
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Irrigation Repairs	\$ 65	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	65
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Subtotal Field Expenditures	\$ 42,446	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	42,446
Amenity Expenditures													
Amenity - Electric	\$ 1,705	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,705
Amenity - Water	\$ 543	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	543
Playground Lease	\$ 4,254	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4,254
Internet	\$ 120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	120
Pest Control	\$ 77	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	77
Janitorial Service	\$ 1,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,300
Security Services	\$ 2,675	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,675
Amenity Access Management	\$ 1,288	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,288
Pool Maintenance	\$ 3,380	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,380
Amenity Repairs & Maintenance	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	175
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Subtotal Amenity Expenditures	\$ 15,517	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	15,517
Total Operations & Maintenance	\$ 57,963	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	57,963
Total Expenditures	\$ 83,216	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	83,216
Excess (Deficiency) of Revenues over Expenditures	\$ (49,405)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(49,405)
Net Change in Fund Balance	\$ (49,405)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(49,405)

Eden Hills

Community Development District

Long Term Debt Report

Series 2020, Special Assessment Revenue Bonds		
Interest Rate:	2.750%, 3.300%, 3.850%, 4.125%	
Maturity Date:	5/1/2051	
Reserve Fund Definition	50% of Maximum Annual Debt Service	
Reserve Fund Requirement	\$86,038	
Reserve Fund Balance	\$86,038	
Bonds Outstanding - 11/24/20		\$2,950,000
Less: Principal Payment - 5/1/22		(\$55,000)
Less: Principal Payment - 5/1/23		(\$55,000)
Less: Principal Payment - 5/1/24		(\$60,000)
Less: Principal Payment - 5/1/25		(\$60,000)
Current Bonds Outstanding		\$2,720,000

Series 2022, Special Assessment Revenue Bonds		
Interest Rate:	3.250%, 3.625%, 4.000%, 4.125%	
Maturity Date:	5/1/2052	
Reserve Fund Definition	50% of Maximum Annual Debt Service	
Reserve Fund Requirement	\$301,342	
Reserve Fund Balance	\$301,342	
Bonds Outstanding - 03/11/22		\$10,465,000
Less: Principal Payment - 5/1/23		(\$195,000)
Less: Special Call - 8/1/23		(\$20,000)
Less: Principal Payment - 5/1/24		(\$200,000)
Less: Principal Payment - 5/1/25		(\$205,000)
Current Bonds Outstanding		\$9,845,000

Eden Hills
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2026

ON ROLL ASSESSMENTS

Gross Assessments	\$ 661,847.42	\$	185,133.92	\$	648,695.26	\$	1,495,676.60
Net Assessments	\$ 615,518.10	\$	172,174.55	\$	603,286.59	\$	1,390,979.24

							44%	12%	43%	100%
Date	Distribution	Gross Amount	Discount/Penalty	Commission	Interest	Net Receipts	General Fund	2020 Debt Service	2022 Debt Service	Total
Total							\$ -	\$ -	\$ -	\$ -

0.00%	Net Percent Collected
\$ 1,390,979.24	Balance Remaining to Collect

DIRECT BILL ASSESSMENTS

Lucerne Park Investment, LLC					
2026-01					
			Net Assessments	\$ 67,622.63	\$ 67,622.63
Date Received	Due Date	Check Number	Net Assessed	Amount Received	General Fund
10/21/25	10/1/25	2582	\$ 33,811.31	\$ 33,811.31	\$ 33,811.31
	2/1/26		\$ 16,905.66		
	5/1/26		\$ 16,905.66		
			\$ 67,622.63	\$ 33,811.31	\$ 33,811.31