

Sunbridge Stewardship District

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

The following is the proposed agenda for the meeting of the Board of Supervisors for the Sunbridge Stewardship District, scheduled to be held **Thursday, February 6, 2020 3:30 p.m. at the Narcoossee Community Center, 5354 Rambling Road, St. Cloud, FL 34771**. Questions or comments on the Board Meeting or proposed agenda may be addressed to Lynne Mullins mullinsl@pfm.com or Jennifer Walden waldeni@pfm.com (407) 723-5900. A quorum (consisting of at least three of the five Board Members) will be confirmed prior to the start of the Board Meeting.

For those unable to attend in person, you may participate by telephone:

Phone: 1-844-621-3956

Participant Code: 791 906 961#

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Roll Call to Confirm a Quorum
- Public Comment Period
- 1. Consideration of the Minutes of the December 5, 2019 Board of Supervisors' Meeting

Business Matters

2. Consideration of Resolution 2020-07, Election of Officers
3. Consideration of Resolution 2020-08, Adopting an Internal Controls Policy
4. Public Hearing on the Adoption of the Amended and Restated Rules of Procedure
 - a) Public Comments and Testimony
 - b) Board Comments
 - c) Consideration of Resolution 2020-09, Adopting the Amended and Restated Rules of Procedure
5. Consideration of Agreement between the Sunbridge Stewardship District and Tavistock East I, LLC regarding the Completion of Certain Improvements
6. Consideration of District Engineers Agreement (*provided under separate cover*)
7. Consideration of Revised Master Engineers Report (*provided under separate cover*)
8. Ratification of Funding Request 1 for Utility Operations
9. Ratification of Payment Authorization Nos. 75 & 76
10. Review of District's Financial Position and Budget to Actual YTD

Other Business

- A. Staff Reports
 1. District Counsel
 2. District Manager
 3. District Engineer
 4. Construction Supervisor
- B. Supervisor Requests

Adjournment



Sunbridge Stewardship District

**Minutes of the December 5, 2019
Board of Supervisors' Meeting**

MINUTES OF MEETING

SUNBRIDGE STEWARDSHIP DISTRICT

BOARD OF SUPERVISORS' MEETING

Thursday, December 5, 2019 at 3:30 p.m.

**Narcoossee Community Center, 5354 Rambling Road,
St. Cloud, FL 34771**

Board Members Present:

Richard Levey	Chair
Rob Adams	Vice-Chair
Cristyann Courtney	Assistant Secretary

Also Present:

Carol Harris	PFM	
Clint Beaty	Tavistock Development	
Lance Bennett	Poulos & Bennett	
Johnathan Johnson	District Counsel	(via phone)

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

The meeting was called to order. The Board Members, staff, and public in attendance are outlined above.

SECOND ORDER OF BUSINESS

Public Comment Period

There were no public comments.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes from the
October 17, 2019 Board of
Supervisors' Meeting**

The Board reviewed the minutes for the October 17, 2019 Board of Supervisors' Meeting.

On MOTION by Mr. Adams, seconded by Ms. Courtney, with all in favor, the Board approved the minutes for the October 17, 2019 Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS

Website Matters

- a) Ratification of the Expenditure to Procure a New Domain Name**
- b) Consideration of Website Enhancements for Water Utility**

Ms. Harris explained that the website was originally developed in conjunction with a developer and Ms. Blyseth (the former Assistant District Manager). When Ms. Blyseth left, information such as the Domain Name Ownership and who has Domain Administrative Access Privileges did not get transferred. District staff ran into a problem when they needed to update the website. They couldn't update the website because the website provider, Squarespace, locked the domain as well as the development platform. The solution is to use a new domain name.

Dr. Levey stated that this is an expenditure that the District had to make to quickly activate a website for the District and change the domain name and District staff brought this to the Board to ratify that expenditure. Ms. Harris received approval from the Chair for the expenditure with the understanding that District staff would bring it before the full Board today.

On MOTION by Ms. Isaacs, seconded by Mr. Adams, with all in favor, the Board Ratified the Expenditure to Procure a New Domain Name.

The new website is Sunbridgesd.com and there are now email addresses for the Board Members as well. Mr. Adams indicated that the District can take action and get the original domain name back. To get Squarespace to stop using it requires a letter from District Counsel or Property Counsel because Sunbridge is a Trademarked name and they cannot own that name. Ms. Harris stated the domain is registered with Godaddy.com and the domain owner is listed as "private". The District must pay a fee for Godaddy to contact the owner about relinquishing the domain name. Mr. Adams stated that with the Developer's help, the District can circumvent that and through their Intellectual Property Attorney the District can find a way to get it back. Right now the new domain is fine but going onto the Stewardship District and coming into the webpage as expired is not good for the District. He noted that whoever is the owner needs to vacate the use of that so it comes up as a no domain vs. expired. Mr. Adams will work with Ms. Harris. The District is currently absorbing the burden of the cost for the \$750.00.

Ms. Harris explained that with Squarespace District staff could not make the website ADA compliant and it left the District open to a huge vulnerability. Ms. Courtney stated that some of the responsibility lies with the Management Company. Dr. Levey asked if this was a failure from the Manager to renew the name. Ms. Harris does not know and she is trying to go back through the history and find out where the information is for ownership of the domain. Ms. Courtney stated that she does not want to Board to accept full financial responsibility at this time.

Dr. Levey suggested approval of the ratification of the expenditure for new domain name with the caveat that upon ultimate further research if it is determined that it was a failure of the Management Company to adequately renew the domain name that the Board would look at a reduction in the Management Fee before budget year end to compensate for the failure to perform.

Ms. Harris stated that the domain name did not expire. Squarespace has the domain name tied up and it did not expire. GoDaddy.Com refuses to allow the District have access to it and it is something they have done. The Domain does not expire until 2021 or 2022. District staff will ask the Marketing Department on the Development Team. Dr. Levey requested a motion to ratify the expenditure. Mr. Adams requested a motion to explore responsibilities.

On MOTION by Ms. Courtney, seconded by Mr. Adams, with all in favor, the Board Ratified the Expenditure to Procure a New Domain Name with caveat to explore responsibilities.

The District discussed the website enhancements for Water Utility. Ms. Harris was contacted yesterday by Mr. Beaty. The request was made November 1, 2019 asking for enhancements to be made to the website so that it will look similar to Babcock Ranch website providing hooks from the Sunbridge District website to the Water Utility. To also post documents on the website that would help residents to know how to start and stop their service. Ms. Harris obtained an estimate from VGlobaltech. Ms. Harris suggested to the web Master that they do a more detailed spec with the Marketing or Mr. Beaty's team. Ms. Harris believes this to be a reasonable estimate.

Dr. Levey asked if VGlobaltech is the firm that PFM uses for all its Community Development Districts. Ms. Harris replied yes. Mr. Levy asked if she sought a second. Ms. Harris stated that she did not have time. Dr. Levey indicated that he struggles with VGlobaltech for two weeks to get email addresses fixed when it converted. Dr. Levey asked if VGlobaltech is the only option that the District has and asked Mr. Beaty if this is time sensitive. The Board discussed getting multiple bids and approving the Website Enhancements for Water Utility for a not to exceed amount of \$3,150.00 Subject to Developer's internal vetting with the Developer's IT.

Ms. Harris stated that it is a not to exceed amount. She noted that there were documents on the other website and VGlobaltech felt the documents could provide integral information. They were not ADA Compliant documents but it would be fairly easy to make them more user friendly if the Board and the Developer so choose.

On MOTION by Mr. Adams, seconded by Ms. Courtney with all in favor, the Board approved the Website Enhancements for Water Utility for a not to exceed amount of \$3,150.00 Subject to Internal review with the Developer.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2020-05, Setting a Public Hearing to Adopt Amended and Restated Rules of Procedure (recommended February 6, 2020)

- a) Memorandum of Updated Provisions of the District's Rules of Procedure**
- b) Redline Revisions to Rules of Procedure**

District staff recommended February 6, 2020 as the public hearing date. Mr. Johnson stated that in the agenda package is an explanatory memorandum that walks through what the various changes are and why they are recommended. The redlined version of the Rules of Procedure is also attached. Most of this is driven by changes to general law in the last legislative session so the District is being asked to clean up the Rules to comply with Florida Statute.

On MOTION by Ms. Isaacs, seconded by Ms. Courtney with all in favor, the Board approved Resolution 2020-05, Setting February 6, 2020 as the Public Hearing to Adopt Amended and Restated Rules of Procedure.

SIXTH ORDER OF BUSINESS

Matters Related to the District Engineer

- a) Consideration of the Agreement Between the Sunbridge Stewardship District and Poulos & Bennett, LLC for Project Engineering Services**
- b) Consideration of the Agreement Between the Sunbridge Stewardship District and Poulos & Bennett, LLC for Utility Engineering Services**
- c) Consideration of Qualification Statements for District Engineering Services**

Mr. Johnson explained the District has some cleanup items to address. The District got ahead of itself with engineering expenditures for which they did not have a contract. The existing contract between the District and Poulos & Bennett was for the Engineer's Report for Bond validation and for the assessment proceedings the District will consider today. The District received other invoices

the District lumped into project services and utilities specific services. The intention is to ask the Board to adopt the agreements and authorize District staff to date those as of the moment the District began incurring those services.

The third item on the agenda is the response to the request for qualifications which allows the District to put the District Engineer under a continuing contract. Once the District has a continuing contract, the Board would approve a work authorization for each task. In addition to the task description, the board could specify a "not to exceed" amount.

Dr. Levey asked if the Agreement between the Sunbridge Stewardship District and Poulos & Bennett, LLC for Project Engineering Services is a continuation of the Interim role of the Engineer. Mr. Johnson confirmed. Dr. Levey asked Mr. Bennett if this is the same rate schedule that applies to the Developer as well. Mr. Bennett replied yes. Dr. Levey asked Mr. Johnson if he wanted the Board to take each item in a separate motion. Mr. Johnson stated that the agreements can be in one motion.

On MOTION by Mr. Adams, seconded by Ms. Courtney, with all in favor, the Board approved the Agreement between the Sunbridge Stewardship District and Poulos & Bennett, LLC for Project Engineering Services & Utility Engineering Services.

Mr. Johnson stated that he presumed that Mr. Bennett or Ms. Harris had a copy of the Statement of Qualifications that was submitted by Poulos & Bennet. He asked Ms. Harris if the District received qualifications from other firms. Ms. Harris stated the District did not receive any other qualifications.

Mr. Johnson explained the District is under the Consultants Competitive Negotiation Act. They are going to have a continuing contract that allows the District to proceed over the course of time subject to the subsequent approval of the Board. The response from Poulos & Bennet is a qualifications only based response. At this point, price is not an issue. If the District had multiple submissions the Board would have been asked to rank the firms and authorize District staff to begin negotiations with the No. 1 ranked proposer. As the District only has one proposal, the Board's options are to rank Poulos & Bennett No. 1 and authorize staff to commence contract negotiations or to decide that they are unhappy with only one submission and go back and develop another ad. District staff recommends the Board rank Poulos & Bennett No. 1 and to move forward with the negotiation of a contract. The District is following a statutory procedure that requires these steps. At the next meeting the Board should see a draft contract that will look similar to what the Board has previously seen along with a work authorization which would be consistent with the rates the District already approved for the other documents. At that time, the Board will be able to execute the continuing contract.

Dr. Levey asked if the RFQ asked for a Landscape Architect and an Environmentalist. Mr. Bennett explained that it included enough scope that they needed to do it. Dr. Levey asked if there is anything that obligates the District to the Sub Consultants identified by the Engineer. Mr. Johnson

said it does not. The District will have a contract with the main Consultant Poulos & Bennet and the Board could undertake a separate process to hire a Landscape Architect directly.

On MOTION by Ms. Courtney, seconded by Mr. Adams, with all in favor, the Board ranked Poulos & Bennett No. 1 and authorized staff to commence contract negotiations with Poulos & Bennet as District Engineer.

SEVENTH ORDER OF BUSINESS

Consideration of Matters Relative to Del Webb 2019 Assessment Area

- a) **Consideration of the Amended Supplemental Engineer's Report for Capital Improvements- Del Webb 2019 Assessment Area**
- b) **Consideration of the Amended Master Assessment Methodology Report 2019 Assessment Area and Del Webb 2019 Assessment Area**
- c) **Public Hearing on the Imposition of Special Assessments**
 - a) **Public Comments**
 - b) **Board Comments**
 - c) **Resolution 2020-06, Imposing Special Assessments**
 - d) **Notice of Imposition of Special Assessments**

Mr. Johnson explained that this is the lead in to the public hearing to consider imposing special Assessments on the property described as the Del Webb area. The District previously considered an Engineer Report and an Assessment Allocation Report authorized this public hearing to be set and authorized District staff to give mailed notice to the effected property owners as well as notice as required by statute in the newspaper.

Mr. Johnson asked Ms. Harris to confirm that the direct mailed notice as well as the newspaper notice was provided in terms and in accordance with the statute. Ms. Harris so confirmed. A copy of the legal ad is included in the agenda packet.

Mr. Bennett presented the Amended Supplemental Engineer's Report for Capital Improvements-Del Webb 2019 Assessment Area. He explained minor modifications were made to the Engineer's Report:

- a) The title of the coversheet was changed to Del Webb 2019 Assessment Area and it carries throughout the document.

- b) The Engineer's report previously referencing 19,000 acres as the overall Stewardship District and it is actually 19,560 acres. On the graphical maps there were a couple of areas that were taken out of the Del Webb Assessment Area. Previously District staff included a portion of Cyrils Drive Phase 1 along with a portion of Jack Brack Road and a storm water pond in the neighborhood AB Area. Those have been removed to match the boundary of Del Webb. No dollar amounts have changed.

Dr. Levey noticed that Rummels Road North of Cyrils Drive is not a CDD financed road. Mr. Bennett stated that it is a CDD financed road and all neighborhood roads are included in the cost. Dr. Levey asked if there is a reason why it is on Exhibit 3 but not on Exhibit 2. Mr. Bennett explained that Exhibit 2 addressed 4-lane roads.

Dr. Levey asked Mr. Johnson if a motion to approve the Amended Supplemental Engineer's Report is needed. Mr. Johnson explained the Board does not need to approve the Amended Supplemental Engineer's Report because it is an exhibit to resolution 2020-06. When the resolution is approved, the exhibits are approved.

Ms. Harris explained there were a couple minor changes made to the Master Assessment methodology Report. The Amended Report includes a change to the title page. There was a concern about a discrepancy between numbers in two of the exhibits. Dr. Fishkind added a clarification to his Assessment Report explaining why there was a difference between the two.

Dr. Levey asked if it was time to open the public hearing. Mr. Johnson said yes. So, Dr. Levey requested a motion to open the public hearing.

On MOTION by Mr. Adams, seconded by Ms. Courtney, with all in favor, the Board opened the Public Hearing.

Dr. Levey asked for public comment and noted that there were no members of the public present. He requested a motion to close the public hearing.

On MOTION by Mr. Adams, seconded by Ms. Courtney, with all in favor, the Board closed the Public Hearing.

Mr. Johnson explained the Board of Supervisors is sitting currently as an equalization Board. If members of the public had shown up and presented testimony about why they felt decisions the Board made about the allocation of the assessments were incorrect or should be done differently the Board would have the opportunity to make those changes. Having heard no public comment, District staff is recommending adoption of the resolution as presented. The Engineer Report and the Assessment Report are attached as exhibits to the Resolution. The Resolution makes a number of findings including finding that it is in the best interest of the District and its Landowners' and

future residents to undertake the improvements outlined in the Engineer's Report and it is reasonable and proper to assess the cost of the project in accordance with the Assessment Methodology. The Assessment Methodology Report has had its underpinnings with assumptions or findings required by Florida Law. The benefit from the improvements is greater than the burden imposed by the assessments. The assessments have been fairly and reasonably allocated among the benefitting properties and by adopting the Resolution the Board will be making that legislative finding. The Board would also be providing for the payment and collection of the assessments. The lien is on the land and there is no payment obligation until the District undertakes to issue debt secured by these assessments. Mr. Johnson explained the True-Up process. It provides for an assessment notice. There were no questions regarding the resolution. Dr. Levey requested approval of Resolution 2020-06.

On MOTION by Mr. Adams, seconded by Ms. Courtney, with all in favor, the Board approved Resolution 2020-06, Imposing Special Assessment.

EIGHTH ORDER OF BUSINESS

Consideration of the CRI Engagement Letter

Ms. Harris explained that District Management received a letter yesterday from the Auditor, District Counsel briefly reviewed it and made revisions. He has not had the opportunity review it again. Mr. Johnson's stated that the letter appears to incorporate all the changes that he sent. He recommended approval subject to his final review.

On MOTION by Mr. Adams, seconded by Ms. Courtney, with all in favor, the Board approved the CRI Engagement Letter subject to District Counsel's final Review.

TWELFTH ORDER OF BUSINESS

Ratification of Funding Requests 9-10

Ms. Harris explained that the Funding Request is only for No. 9.

On MOTION by Ms. Courtney, seconded by Mr. Adams, with all in favor, the Board ratified Funding Request No. 9.

THIRTEENTH ORDER OF BUSINESS

Ratification of Payment Authorizations 66, 69-74

The revised Payment Authorization No. 66 relates to the normal District Management Fee and the Website Maintenance Fee. The District pulled out the utility expenses with Poulos & Bennet until the District can clean up the allocation of costs.

Mr. Beaty stated the District still has one invoice, payment authorization No. 72 and it should not have been paid. Dr. Levey suggested a motion to approve Payment Authorizations 66 revised, 69-71, 73-74 and withhold 72. Ms. Harris stated that 72 may have been paid because Dr. Levey previously authorized it but she will check with Ms. Lane. A discussion took place.

On MOTION by Ms. Courtney, seconded by Mr. Adams, with all in favor, the Board ratified Payment Authorizations 66, 69-74 with the caveat that if 72 was paid it will be reimbursed by the Utility Operator and if not the District will not pay 72 at this time.

FOURTEENTH ORDER OF BUSINESS

Review of Monthly Financials

The Board reviewed the monthly financials as of October 31, 2019. This is the first month's work of activity for the District. Mr. Adams noted that there is \$34,000.00 of Capital Project Funds hidden. No action is required by the board at this time.

FIFTEENTH ORDER OF BUSINESS

Staff Reports

- District Counsel-** No Report
- Interim Engineer-** Mr. Bennett stated that there is an adjustment to the Master Engineer's Report related to a legal description of acreage. The original report had 19,000 acres. The Engineer's Report must be modified to reflect the statutory legal description. A revised Master Engineer's Report will be brought back to the Board next month.
- District Manager-** Ms. Harris stated that this year is an election year and this building is used during the Primary Election. It will not be available on the March 5, 2020 meeting date and will be unavailable until March 19. Ms. Harris started looking for another location for the March 5, 2020 meeting. There will also be an issue in August 2020 and November 7, 2020. A discussion took place. No action was required. Ms. Harris will look for spaces. Mr. Adams suggested Del Webb.

SIXTEENTH ORDER OF BUSINESS

Supervisor Requests & Audience Comments

Mr. Beaty said Del Webb has asked what the District's O & M is going to be for their area by year end. Ms. Harris will take this information back to Dr. Fishkind. Mr. Johnson stated that if Dr. Fishkind can work with the Landowners to come up with what the O & M should be, the District should go through a process in January to adopt it to make it effective. Ms. Harris will tell Dr. Fishkind to look at it from a build out budget perspective. What is the District going to be at build out and what will the District be most immediately. Then the District will formalize the build out budget.

SEVENTEENTH ORDER OF BUSINESS

Adjournment

There was no further business to discuss.

ON MOTION by Mr. Adams, second by Ms. Courtney, the meeting December 5, 2019 meeting of the Sunbridge Stewardship District was adjourned.

Secretary / Assistant Secretary

Chairman / Vice Chairman

**Sunbridge
Stewardship District**

**Resolution 2020-07,
Election of Officers**

RESOLUTION 2020-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUNBRIDGE STEWARDSHIP DISTRICT ELECTING THE OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Sunbridge Stewardship District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 220, Laws of Florida (the "Act") and Chapter 189, Florida Statutes, being situated entirely within Osceola County, Florida; and

WHEREAS, pursuant to Section 5(2) of the Act, the Board of Supervisors (the "Board"), shall organize by electing one of its members as chair and by electing a secretary, and such other officers as the Board may deem necessary.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SUNBRIDGE STEWARDSHIP DISTRICT:

Section 1. _____ is appointed Chairperson.

Section 2. _____ is appointed Vice-Chairperson.

Section 3. _____ is appointed Secretary.

_____ is appointed Assistant Secretary.

Section 4. _____ is appointed Treasurer.

Section 5. _____ is appointed Assistant Treasurer.

Section 6. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 6th day of February, 2020.

Attest:

SUNBRIDGE STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

**Sunbridge
Stewardship District**

**Resolution 2020-08,
Adopting Internal Controls Policy**

RESOLUTION 2020-08

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE SUNBRIDGE STEWARDSHIP DISTRICT ADOPTING AN INTERNAL CONTROLS POLICY CONSISTENT WITH SECTION 218.33, FLORIDA STATUTES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Sunbridge Stewardship District (the “District”) is a local unit of special-purpose government established by the Florida legislature pursuant to Chapter 2017-220, *Laws of Fla.*, being situated entirely within Osceola County, Florida; and

WHEREAS, consistent with Section 218.33, *Florida Statutes*, the District is statutorily required to establish and maintain internal controls designed to prevent and detect fraud, waste, and abuse as defined in Section 11.45(1), *Florida Statutes*; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets; and

WHEREAS, to demonstrate compliance with Section 218.33, *Florida Statutes*, the District desires to adopt by resolution the Internal Controls Policy attached hereto as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SUNBRIDGE STEWARDSHIP DISTRICT:

SECTION 1. The attached Internal Controls Policy attached hereto as **Exhibit A** is hereby adopted pursuant to this Resolution.

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 6th DAY OF FEBRUARY, 2020.

ATTEST:

**SUNBRIDGE STEWARDSHIP
DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

EXHIBIT "A"

SUNBRIDGE STEWARDSHIP DISTRICT INTERNAL CONTROLS POLICY

1. Purpose.

- 1.1. The purpose of this internal controls policy is to establish and maintain internal controls for the Sunbridge Stewardship District.
- 1.2. Consistent with Section 218.33(3), *Florida Statutes*, the internal controls adopted herein are designed to:
 - 1.2.1. Prevent and detect Fraud, Waste, and Abuse (as hereinafter defined).
 - 1.2.2. Promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.
 - 1.2.3. Support economical and efficient operations.
 - 1.2.4. Ensure reliability of financial records and reports.
 - 1.2.5. Safeguard Assets (as hereinafter defined).

2. Definitions.

- 2.1. "Abuse" means behavior that is deficient or improper when compared with behavior that a prudent person would consider a reasonable and necessary operational practice given the facts and circumstances. The term includes the misuse of authority or position for personal gain.
- 2.2. "Assets" means District assets such as cash or other financial resources, supplies, inventories, equipment and other fixed assets, real property, intellectual property, or data.
- 2.3. "Auditor" means the independent auditor (and its employees) retained by the District to perform the annual audit required by state law.
- 2.4. "Board" means the Board of Supervisors for the District.
- 2.5. "District Management" means (i) the independent contractor (and its employees) retained by the District to provide professional district management services to the District and (ii) any other independent contractor (and its employees) separately retained by the District to provide amenity management services, provided said services include a responsibility to safeguard and protect Assets.

- 2.6. “Fraud” means obtaining something of value through willful misrepresentation, including, but not limited to, intentional misstatements or intentional omissions of amounts or disclosures in financial statements to deceive users of financial statements, theft of an entity’s assets, bribery, or the use of one’s position for personal enrichment through the deliberate misuse or misapplication of an organization’s resources.
- 2.7. “Internal Controls” means systems and procedures designed to prevent and detect fraud, waste, and abuse; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets.
- 2.8. “Risk” means anything that could negatively impact the District’s ability to meet its goals and objectives. The term includes strategic, financial, regulatory, reputational, and operational risks.
- 2.9. “Waste” means the act of using or expending resources unreasonably, carelessly, extravagantly, or for no useful purpose.

3. Control Environment.

3.1. Ethical and Honest Behavior.

- 3.1.1. District Management is responsible for maintaining a work environment that promotes ethical and honest behavior on the part of all employees, contractors, vendors and others.
- 3.1.2. Managers at all levels must behave ethically and communicate to employees and others that they are expected to behave ethically.
- 3.1.3. Managers must demonstrate through words and actions that unethical behavior will not be tolerated.

4. Risk Assessment.

- 4.1. Risk Assessment. District Management is responsible for assessing Risk to the District. District Management’s Risk assessments shall include, but not be limited to:
 - 4.1.1. Identifying potential hazards.
 - 4.1.2. Evaluating the likelihood and extent of harm.
 - 4.1.3. Identifying cost-justified precautions and implementing those precautions.

5. Control Activities.

5.1. Minimum Internal Controls. The District hereby establishes the following minimum Internal Controls to prevent and detect Fraud, Waste, and Abuse:

5.1.1. Preventive controls designed to forestall errors or irregularities and thereby avoid the cost of corrections. Preventive control activities shall include, but not be limited to, the following:

- 5.1.1.1. Identifying and segregating incompatible duties and/or implementing mitigating controls.
- 5.1.1.2. Performing accounting functions in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.
- 5.1.1.3. Requiring proper authorizations to access and/or modify accounting software.
- 5.1.1.4. Implementing computerized accounting techniques (e.g. to help identify coding errors, avoid duplicate invoices, etc.).
- 5.1.1.5. Maintaining a schedule of the District's material fixed Assets.
- 5.1.1.6. Maintaining physical control over the District's material and vulnerable Assets (e.g. lock and key, computer passwords, network firewalls, etc.).
- 5.1.1.7. Retaining and restricting access to sensitive documents.
- 5.1.1.8. Performing regular electronic data backups.

5.1.2. Detective controls designed to measure the effectiveness of preventive controls and to detect errors or irregularities when they occur. Detective control activities shall include, but not be limited to, the following:

- 5.1.2.1. Preparing financial reports in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.
- 5.1.2.2. Reviewing financial statements and investigating any material variances between budgeted expenses and actual expenses.
- 5.1.2.3. Establishing and implementing periodic reconciliations of bank, trust, and petty cash accounts.

- 5.1.2.4. Establishing an internal protocol for reporting and investigating known or suspected acts of Fraud, Waste, or Abuse.
 - 5.1.2.5. Engaging in periodic physical inventory counts and comparisons with inventory records.
 - 5.1.2.6. Monitoring all ACH (electronic) transactions and the sequencing of checks.
- 5.2. Implementation. District Management shall implement the minimum Internal Controls described herein. District Management may also implement additional Internal Controls that it deems advisable or appropriate for the District. The specific ways District Management implements these minimum Internal Controls shall be consistent with Generally Accepted Accounting Principles (GAAP) and otherwise conform to Governmental Accounting Standards Board (GASB) and American Institute of Certified Public Accountants (AICPA) standards and norms.

6. Information and Communication.

- 6.1. Information and Communication. District Management shall communicate to its employees (needing to know) information relevant to the Internal Controls, including but not limited to any changes to the Internal Controls and/or changes to laws, rules, contracts, grant agreements, and best practices.
- 6.2. Training. District Management shall regularly train its employees (needing the training) in connection with the Internal Controls described herein and promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.

7. Monitoring Activities.

- 7.1. Internal Reviews. District Management shall internally review the District's Internal Controls at least once per year. In connection with this internal review, District Management shall:
 - 7.1.1.1. Review its operational processes.
 - 7.1.1.2. Consider the potential risk of Fraud, Waste, or Abuse inherent in each process.
 - 7.1.1.3. Identify the controls included in the process, or controls that could be included, that would result in a reduction in the inherent risk.
 - 7.1.1.4. Assess whether there are Internal Controls that need to be improved or added to the process under consideration.

7.1.1.5. Implement new controls or improve existing controls that are determined to be the most efficient and effective for decreasing the risk of Fraud, Waste or Abuse.

7.1.1.6. Train its employees on implemented new controls or improvements to existing controls.

7.2. External Audits and Other Reviews. Audits and other reviews may be performed on various components of the District's Internal Controls by the Auditor consistent with Government Auditing Standards (GAS). Audits may identify material deficiencies in the Internal Controls and make recommendations to improve them. District Management shall communicate and cooperate with the Board and the Auditor regarding the potential implementation of Auditor recommendations.

Specific Authority: Ch. 2017-220, *Laws of Fla.*, § 218.33(3), *Florida Statutes*

Effective date: _____, 2020

**Sunbridge
Stewardship District**

**Resolution 2020-09,
Adopting the Amended and Restated
Rules of Procedure**

RESOLUTION 2020-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUNBRIDGE STEWARDSHIP DISTRICT ADOPTING AMENDED AND RESTATED RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sunbridge Stewardship District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 2017-220, Laws of Florida, being situated entirely within Osceola County, Florida; and

WHEREAS, Chapter 2017-220, Laws of Florida, 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, the District has previously adopted Rules of Procedure to govern the administration of the District; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SUNBRIDGE STEWARDSHIP 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 replace all prior versions of the Rules of Procedure and shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 2017-220, Laws of Florida.

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 6TH day of February, 2020.

ATTEST:

SUNBRIDGE STEWARDSHIP DISTRICT

Secretary

Chairman, Board of Supervisors

Exhibit A: Amended and Restated Rules of Procedure

EXHIBIT A:
AMENDED AND RESTATED RULES OF PROCEDURE

**AMENDED AND RESTATED RULES OF PROCEDURE
SUNBRIDGE STEWARDSHIP DISTRICT**

EFFECTIVE AS OF FEBRUARY 6, 2020

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Rule 1.0 General.

- (1) The Sunbridge Stewardship District (the “District”) was created pursuant to the provisions of Chapter 2017-220, Laws of Florida, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: Ch. 2017-220(6)(6)(e); (6)(6)(q), Laws of Florida
Law Implemented: Ch. 2017-220(6)(6)(e); (6)(6)(q), Laws of Florida

Rule 1.1 Governing Board Members; Officers and Voting.

- (1) Governing Board Members. The Governing Board of the District (the “Board”) shall consist of five (5) members. Members of the Board (“Board Members”) 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. Board Members 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) Board Members shall hold office for the term specified by Chapter 2017-220(5), Laws of Florida. 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 Chapter 2017-220(6)(2) and (3), Laws of Florida, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.
 - (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution, Chapter 112, Florida Statutes, and Chapter 2017-220, Laws of Florida, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
- (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

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

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

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

Specific Authority: Ch. 2017-220(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: §§ 112.3143, Fla. Stat., Ch. 2017-220(5) and (6), Laws of Florida

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

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

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

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

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

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature 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 his or her affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

Specific Authority: Ch. 2017-220(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2017-220(5), Laws of Florida, §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (407) 723-5900. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 9 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”
- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven (7) days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

- Call to order
- Roll call
- Public 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
- Board Member’s requests and comments
- Public comment
- Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Chapter 2017-220(6)(4), Laws of Florida. Once adopted in accord with Chapter 2017-220(6)(4), Laws of Florida, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and

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

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

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

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

Specific Authority: Ch. 2017-220(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2017-220(5) and (6), Laws of Florida, §§ 189.069(2)(a)16, 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: Ch. 2017-220(6)(6)(e); (6)(6)(q), Laws of Florida
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 2017-220, Laws of Florida. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.

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

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

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

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

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

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

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

(11) Petitions to Challenge Existing Rules.

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

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

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

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

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

Specific Authority: Ch. 2017-220(6)(6)(e); (6)(6)(q) and (6)(20), Laws of Florida
Law Implemented: Ch. 2017-220(6)(6)(e) and (6)(20), Laws of Florida

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Chapter 2017-220(6)(19)(a) through (c), Laws of Florida and Sections 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.

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

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

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

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

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

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

Specific Authority: Ch. 2017-220(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2017-220(6)(19), Laws of Florida, §§ 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

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

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

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

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

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

(4) Competitive Selection.

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

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

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

Specific Authority: Ch. 2017-220(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2017-220(6)(6)(c); (6)(19), Laws of Florida, §§ 119.0701, 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.

(1) Definitions.

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

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

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

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

- (i) Hold all required applicable state professional licenses in good standing;

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

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

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

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

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

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

reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

- (8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: Ch. 2017-220(6)(6)(e); (6)(6)(q), Laws of Florida
Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

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

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

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

Specific Authority: Ch. 2017-220(6)(6)(e); (6)(6)(q), Laws of Florida
Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

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

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

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

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

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

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

(3) Suspension, Revocation, or Denial of Qualification

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

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

subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

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

Examples of factors affecting the seriousness of a deficiency are:

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

Specific Authority: Ch. 2017-220(6)(6)(e); (6)(6)(q), Laws of Florida
Law Implemented: Ch. 2017-220(6)(19), Laws of Florida, §§ 255.0525, 255.20, Fla. Stat.

Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 2017-220, Laws of Florida, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

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

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

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

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

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

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

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: Ch. 2017-220(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2017-220(6)(19), Laws of FL, §§ 119.0701, 189.053, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
 - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
 - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
 - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
 - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
 - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

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

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

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

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

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

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

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

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

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

Specific Authority: Ch. 2017-220(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2017-220(6)(19), Laws of Florida, §§ 119.07, 189.053, 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: Ch. 2017-220(6)(6)(e); (6)(6)(q), Laws of Florida
Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

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

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

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

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

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

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

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

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

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

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

Specific Authority: Ch. 2017-220(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2017-220(6)(19), Laws of Florida, §§ 189.053, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

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

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

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

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

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

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

Specific Authority: Ch. 2017-220(6)(6)(e), (6)(6)(q), and (6)(19), Laws of Florida
Law Implemented: Ch. 2017-220(6)(19), Laws of Florida, §§ 119.0701, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Chapter 2017-220(6)(19)(c), Laws of Florida, 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: Ch. 2017-220(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2017-220(6)(6)(c) and (6)(19), Laws of Florida, § 119.07, Fla. Stat.

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

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

(1) Filing.

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

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

(d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.

(2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.

(3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.

(4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:

- (a) Administer oaths and affirmations;
- (b) Rule upon offers of proof and receive relevant evidence;
- (c) Regulate the course of the hearing, including any pre-hearing matters;

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

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

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

Specific Authority: Ch. 2017-220(6)(6)(e); (6)(6)(q), Laws of Florida
Law Implemented: Ch. 2017-220(6)(19), Laws of Florida

Rule 4.0 Effective Date.

These Rules shall be effective February 6, 2020, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: Ch. 2017-220(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2017-220(6)(6)(e); (6)(6)(q), Laws of Florida

Sunbridge Stewardship District

**Agreement between the Sunbridge Stewardship
District and Tavistock East I, LLC regarding the
Completion of Certain Improvements**

**AGREEMENT BETWEEN THE SUNBRIDGE STEWARDSHIP DISTRICT
AND TAVISTOCK EAST I, LLC REGARDING THE COMPLETION OF
CERTAIN IMPROVEMENTS**

This Agreement (the “Agreement”) is made and entered into as of this 6th day of February, 2020, by and between:

SUNBRIDGE STEWARDSHIP DISTRICT, a local unit of special-purpose government established pursuant to Chapter 2017-220, Laws of Florida, and located in Osceola County, Florida whose address is 12051 Corporate Blvd., Orlando, Florida 32817 (the “District”); and

TAVISTOCK EAST I, LLC, a Florida limited liability company and owner of lands within the boundaries of the District, whose address is 6900 Tavistock Lakes Blvd., Suite 200, Orlando, Florida 32827, its successors and assigns (the “Landowner” together with the District, the “Parties”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure, including certain roadway and landscaping improvements; and,

WHEREAS, the Landowner is the owner and/or developer of certain road and right-of-way improvements known as the Cyrils Drive Phase 1 (Absher to Del Webb) Project, a portion of which is located within the boundaries of the District (the “Project Improvements”); and,

WHEREAS, the District has adopted an engineer’s report for the planning, design, acquisition, construction, and installation of various infrastructure improvements and facilities, including the Project, as described in that certain *Supplemental Engineer’s Report for Capital Improvements – Del Webb 2019 Assessment Area*, dated December 5, 2019, attached hereto as **Exhibit A** (the “Engineer’s Report”); and,

WHEREAS, the District and an affiliate of the Developer have previously entered into that Agreement Between the Sunbridge Stewardship District and Tavistock East Services, LLC Regarding the Acquisition of Certain Work Product, Contracts and Infrastructure dated May 24, 2019 (the “Acquisition Agreement”); and

WHEREAS, the Project Improvements are a portion of the “Property Improvements” as defined in the Acquisition Agreement which are intended to be acquired by the District; and

WHEREAS, the Project Improvements, which are nearing completion, are intended to be conveyed to Orange County for ownership and maintenance; and

WHEEREAS, the Landowner agrees to convey to the District all right, title and interest of the Project Improvements, as well as any needed real property interests; and

WHEREAS, the Landowner agrees to enter into this Agreement in order to ensure that the Project Improvements are completed in a timely manner in order to expedite conveyance of the Project Improvements to Orange County.

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

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

2. COMPLETION OF PROJECT IMPROVEMENTS. The Landowner shall be obligated to construct and complete the Project Improvements, and to convey the same and any real property, all as provided by this Agreement. Landowner agrees to provide instruments of conveyance such as special warranty deeds, warranty bills of sale or such other instruments as may be reasonably requested by the District, and any other releases, indemnifications or documentation as may be reasonably requested by the District. Completeness may include, but is not limited to, all releases of liens from contractors, subcontractors and suppliers, sign-offs by permitting or regulatory agencies or other evidence of completion as reasonably determined by the District. The Landowner agrees to pay the cost and cooperate fully in the transfer of any permits to the District or a governmental entity with maintenance obligations for the Project Improvements conveyed pursuant to this Agreement. To the extent there is a delay in the conveyance of certain Project Improvements between the District and the governmental entity, Landowner agrees to indemnify and hold the District harmless for any damage or repairs that may be required to such Project Improvements. Landowner agrees to repair and remediate any such damage to the satisfaction of Osceola County.

3. OTHER CONDITIONS AND ACKNOWLEDGMENTS

(a) The District and the Landowner agree and acknowledge that the exact location, size, configuration, cost and composition of the Project Improvements may change from that described in **Exhibit A**, depending upon final design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the Project Improvements shall be made by a written amendment to **Exhibit A**, which shall include an estimate of the cost of the changes. The District and the Landowner further agree and acknowledge that the Parties shall use good faith best efforts to agree on a just valuation for the Project Improvements at a later date and shall document that agreement by an amendment to this Agreement, the Acquisition Agreement or some other mutually acceptable written instrument. Further, the Parties acknowledge that in order to consummate the conveyance contemplated in Section 2 above, the

Parties will necessarily agree upon a value for the land for title insurance purposes and for documentary stamp taxes to be paid on the special warranty deed; provided, however, in no event shall such value determination be used as a basis for the Parties to later determine just valuation for the Project Improvements at a later date as required hereunder.

(b) The District and Landowner agree and acknowledge that for any and all portions of the Remaining Project Improvements which are constructed, or caused to be constructed, by the Landowner for the benefit of the District shall be conveyed to the District or such other appropriate unit of local government as is designated in **Exhibit A** or required by governmental regulation or development approval. All conveyances to another governmental entity shall be in accordance with and in the same manner as provided in any agreement between the District and the appropriate unit of local government. All conveyances to the District shall be in accordance with an agreement or agreements governing conveyances between the Landowner and the District.

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

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

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

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

(a) **If to Landowner:** Tavistock East I, LLC
6900 Tavistock Lakes Blvd., Suite 200
Orlando, Florida 32827
Attn: James L. Zboril, President

With a copy to: Holland & Knight LLP
200 South Orange Avenue, Suite 2600

Orlando, Florida 32801
Attn: Sara W. Bernard, Esq.

(b) If to District: Sunbridge Stewardship District
12051 Corporate Blvd.
Orlando, Florida 32817
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Post Office Box 6526
Tallahassee, Florida 32314
Attn: Jonathan T. Johnson

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

8. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Landowner as an arm's length transaction. Both Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Landowner.

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

10. ASSIGNMENT. No party may assign its rights, duties or obligations under this Agreement or any monies to become due hereunder without the prior written consent of each other party, which consent shall not be unreasonably withheld; provided, however, the Landowner may assign this Agreement to any developer or sub-developer of all or a significant portion of the lands within the Project without obtaining the prior written consent of the District.

11. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Osceola County, Florida.

12. ENFORCEMENT. A default by either party under this Agreement shall entitle any other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

13. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then each substantially prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys' fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

14. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and may be treated as such in accordance with Florida law.

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

16. SOVEREIGN IMMUNITY. Landowner agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, as amended, or other statutes or law.

17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

18. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

Attest:

**SUNBRIDGE STEWARDSHIP
DISTRICT**

Secretary/Assistant Secretary

Richard Levey, Chairman

Attest:

TAVISTOCK EAST I, LLC,
a Florida limited liability company

Witness: _____

By: _____
James L. Zboril, President

Exhibit A: *Supplemental Engineer's Report for Capital Improvements – Del Webb 2019 Assessment Area, dated December 5, 2019*

Exhibit A

Engineer's Report

Sunbridge Stewardship District

SUPPLEMENTAL ENGINEER'S REPORT FOR CAPITAL
IMPROVEMENTS – DEL WEBB 2019 ASSESSMENT AREA

Osceola County, Florida

Prepared For

Sunbridge Stewardship District

Date

Revised December 5, 2019

POULOS & BENNETT

2602 East Livingston Street | Orlando, Florida 32803 | Tel: 407.487.2594 | www.poulosandbennett.com
FBPE Certificate of Authorization No. 28567

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EXHIBITS

<i>Exhibit 1</i>	<i>Assessment Area Map</i>
<i>Exhibit 2</i>	<i>Master Roadway Infrastructure Map</i>
<i>Exhibits 2a</i>	<i>Master Roadway Typical Sections</i>
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<i>Exhibit 8</i>	<i>Marina Map</i>
<i>Exhibit 9</i>	<i>Lake Navigation Map</i>
<i>Exhibit 10</i>	<i>Estimate of Probable Capital Improvement Costs</i>
<i>Exhibit 10a</i>	<i>Estimate of Probable Capital Improvement Costs -</i> <i>Detailed</i>

Section 1 Introduction

1.1. Background and Purpose

The Sunbridge Stewardship District (the “District”) was established for the purpose of financing, acquiring or constructing, maintaining and operating a portion of the public infrastructure necessary for development of the lands within or outside the District. The purpose of the Engineer's Report is to provide a description of the public infrastructure improvements to be provided by the District. The District will finance, acquire and/or, construct, operate, and maintain certain public infrastructure improvements that are needed to serve the development. A portion of the infrastructure improvements will be financed with the proceeds of bonds issued by the District.

The proposed public infrastructure improvements are necessary for the development of the lands within or outside the District as required by the applicable independent unit of local government.

This Supplemental Engineer's Report – Del Webb 2019 Assessment Area (“Report”) is to provide a description of the public infrastructure improvements within the anticipated Assessment Areas and establish cost estimates for the bond series.

Cost Estimates contained in this report have been prepared based on the best available information at this time. The actual costs of construction, final engineering design, planning, approvals and permitting may vary from the cost estimates presented.

1.2. Location and General Description

The overall District consists of 19,560 +/- acres located in Osceola County, Florida. More specifically, the parcel is located within Sections 1-2, 11-14, 23-24, Township 25 South, Range 31 East as well as Sections 5-8, 17-20, Township 25 South, Range 32 East.

The Development is for the Osceola County's Northeast District Element (CPA09-009) effective on July 27, 2011 providing the comprehensive plan approval for the 19,560 +/- acres within the northeast zone of Osceola County. This comprehensive plan element provides the framework for development planned in the Northeast District Buildout Scenario consisting of residential units, commercial/office/industrial use, institutional/civic use, and hotel rooms.

The Sunbridge Phase 1 Concept Plan dated June 25, 2018 is utilized for this Report. The Assessment Areas development program is summarized in Section 1.3 below.

1.3. Description of Land Use

The lands within the District encompass approximately 19,560 +/- acre. The lands within the Assessment Areas is approximately 2,096 acres.

The anticipated Land Development Program within the Assessment Areas planned by the land owners includes the following:

Assessment Areas						
Neighborhood	Single Family Units	Multi-Family Units	Civic (sf)	Commercial (sf)	Office (sf)	Hotel (sf)
Del Webb 2019 Assessment Area						
Neighborhood G	1,377	---	15,000	---	---	---
SUB-TOTAL	1,377	0	15,000	0	0	0
Future Assessment Areas						
Neighborhood A/B	---	---	15,000	35,000	---	---
Neighborhood C	552	66	15,000	---	---	---
Neighborhood D	416	288	75,000	---	---	---
Neighborhood E	411	510	---	---	---	---
Cyrils East Commerce Center	---	270	15,000	200,000	125,000	150
Employment Center	---	300	---	60,000	1,750,000	300
SUB-TOTAL	1,379	1,434	120,000	295,000	1,875,000	450
TOTAL	2,756	1,434	135,000	295,000	1,875,000	450

Section 2 Government Actions

The following are the permitting agencies that will have jurisdiction for approval of construction within the District. Depending on the location and scope of each phase of project design, the individual permits that need to be obtained will need to be evaluated and not all of the permits listed below will necessarily apply to every sub-phase within the District. The property is located in Osceola County.

Permitting Agencies & Permits Required

1. Osceola County
 - a. Concept Plan
 - b. Preliminary Subdivision Plan
 - c. Mass Grading
 - d. Site Development Plan
 - e. Building Permits
 - f. Final Plat

2. South Florida Water Management District (SFWMD)
 - a. Consumptive Use Permit (CUP)
 - b. Environmental Resource Permit
 - i. Conceptual Permit

- ii. Mass Grading/Master Stormwater Construction
 - iii. Final Engineering for Onsite and Offsite Improvements
 - c. Water Use Permit (Dewatering)
 - i. Mass Grading/Master Storm
 - ii. Final Engineering for Onsite and Offsite Improvements
 - d. Right-of-Way Utilization Permit
3. Toho Water Authority
 - a. Water & Wastewater Treatment Plant
 - b. Master Utility Plan
 - c. Final Engineering for Water, Reclaim and Sewer Utilities
4. City of St. Cloud
 - a. FDEP Permit application review and signatures for interim interconnection for Water and Wastewater until the Water and Wastewater Treatment plants are constructed.
5. Florida Department of Environmental Protection (FDEP)
 - a. Water Treatment Plant
 - b. Water Distribution System
 - c. Wastewater Treatment Plant
 - d. Sanitary Sewer Collection and Transmission System
 - e. National Pollutant Discharge Elimination System (NPDES)
6. Federal Emergency Management Agency
 - a. Letter of Map Revision
7. Army Corp of Engineers
 - a. Dredge and Fill Permit
 - b. Section 408 Permit
8. Florida Fish and Wildlife Conservation Commission (FWC)

Section 3 Infrastructure Benefit

The District may fund, and in certain cases, maintain and operate public infrastructure yielding two types of public benefits. These benefits include:

- Project wide public benefits
- Incidental public benefits

The project wide public benefits are provided by infrastructure improvements that serve all lands in the District. These public infrastructure improvements include construction of the master stormwater management system, the sanitary sewer, potable water, and reclaimed water mains, roadway network, offsite roadway and utility improvements, recreational facilities, and perimeter landscape and irrigation improvements within or outside the District boundary. However, some incidental public benefits include those benefits received by the general public who do not necessarily reside on land owned or within the District.

The proposed capital improvements identified in this report are intended to provide specific benefit to the assessable real property within the boundaries of the District. As the entire property is currently undeveloped, the construction and maintenance of the proposed infrastructure improvements are necessary and will benefit

the property for the intended use as a mixed use community. The District can construct, acquire, own, operate and/or maintain any portion or all of the proposed infrastructure. The Developer and/or other party/parties may construct and fund the infrastructure not funded by the District. The lands within the District may not be developed absent the implementation of the Capital Improvement Plan.

Section 4 Capital Improvement Plan

The District capital improvements will connect and interact with the adjacent offsite roads, potable water, reclaimed water, and wastewater systems. The proposed infrastructure includes the master stormwater management and drainage systems, master roadway improvements, local roadways and subdivision improvements, utilities, landscaping, street lighting, pavement markings and signage. The District is also proposing the addition of a water treatment plant and two wastewater treatment plants, as well as storage and repump facilities for water and reclaimed water to provide utility services to the District. Detailed descriptions of the proposed capital improvements are provided in the following sections and Exhibits 2 through Exhibit 9. Estimate of Probable Capital Improvement Costs Exhibit 10, details the Cost Opinion for the District's capital improvement plan. The capital improvement costs do not include any costs associated with infrastructure within Neighborhood G or the Employment Center.

The Capital Improvement Plan will be constructed and financed in logical segments, as property within or outside the District is developed by the Developer. The District anticipates bonds to fund all or a portion of the Capital Improvement Plan.

4.1. Master Infrastructure Roadways & Stormwater System

4.1.1. Master Infrastructure Roadways

The District may fund the construction of the master roadways within or outside the District. The three master roadway sections to be funded by the District are the boulevard, 2-lane avenue, and multimodal roadways. The estimated unit pricing of the roadways includes the roadway improvements, landscaping, striping, signage, stormwater management systems, and bridges. The District will fund the proposed approximate 35,000 linear feet of master roadways which will define the major ingress and egress points throughout the development and required right-of-way. The roadways will also serve as locations for the placement of utility infrastructure needed to serve the development of the project. Exhibit 2, Master Roadway Infrastructure Map, provides a graphical representation of the proposed master roadway improvements within the Assessment Areas.

4.1.2. Master Stormwater Management System

As indicated above, the capital improvement costs for the stormwater management systems for the master roadways are included within the master roadway infrastructure costs. The stormwater management systems for the developments are included within the costs for the residential and non-residential improvements. This system is made up of wet detention stormwater treatment ponds, control structures, spreader swales, inlets, manholes and storm pipes. The proposed ponds and outfall structures will be designed to provide water quality treatment and attenuation in accordance with Osceola County and the South Florida Water Management District regulations. The stormwater management system will be designed to accommodate on-site runoff in addition to offsite flows which have historically entered the project site. Exhibit 4, Stormwater Management Map, provides a graphical representation of the currently proposed stormwater management system. Ponds outside the Del Webb 2019 Assessment Area boundary will be required. Locations will be determined upon final engineering.

Pursuant to the Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Map (FIRM) panels 105, 110, 115, 120, and 150 revised June 18, 2013, portions of the project site are located within the 100-year Flood Hazard Area (FHA), Zone A – 100-year floodplain with no established base flood elevation.

A Letter of Map Revision was issued by FEMA, effective January 20, 2017 under Case Number 16-04-2860P.

Any development within the mapped floodplain will require a Letter of Map Revision to be issued by FEMA to remove the development from the floodplain. In addition, the placement of fill within the floodplain is regulated by the SFWMD and Osceola County any filled areas below the floodplain will require mitigation in the form of compensating storage.

The District may fund the construction and maintenance of the Marina Basin and the lakes navigation canal system, which is used for flood control as part of the stormwater management system.

4.2. Utility Lines

4.2.1. Potable Water Distribution System

The District may fund the construction of the water distribution system within or outside the District and those portions outside the District required to connect to existing or proposed offsite facilities. The potable water system will be conveyed to, and owned and maintained by, the District once it has been certified complete. The water mains within or outside the District will be sized to provide water to meet the need of the Development and will be required to be designed and constructed based on an approved Master Utility Plan (MUP). The Potable Water Distribution Map Exhibit 5, provides a graphical representation of the major transmission water mains to be constructed within the Assessment Areas as well as the location of the distribution water mains within the neighborhood development area. The residential and non-residential unit costs include the costs to provide distribution water mains to the developments.

4.2.2. Reclaimed Water Distribution System

The District may fund the construction of the reclaimed water distribution system within or outside the District and those portions outside the District required to connect to existing or proposed offsite facilities. The reclaimed water system will be conveyed to, and owned and maintained by, the District (if financed by the District) once it has been certified complete. The reclaimed water mains serving the District will be sized to provide reclaimed water to the lot boundaries and common areas within or outside the District and will be required to be designed and constructed based on an approved MUP. The Reclaimed Water Distribution Map Exhibit 6, provides a graphical representation of the contemplated major transmission reclaimed water mains to be constructed within the Assessment Areas as well as the location of the distribution reclaimed water mains within the neighborhood development area. The residential and non-residential unit costs include the costs to provide distribution reclaimed water mains to the developments.

4.2.3. Wastewater System

The District may fund the construction of gravity sewer, force main, and lift station infrastructure within or outside the District and those portions outside the District required to connect to existing or proposed offsite facilities. The wastewater system will be conveyed to, and owned and maintained by, the District

once it has been certified complete by the District. The sewer collection mains, lift stations and force mains serving the District will be sized to provide wastewater service to the residents and amenity centers and other permitted uses of the District, and will be required to be designed and constructed based on an approved MUP. The Wastewater System Map Exhibits 7 and 7a, provide a graphical representation of the major force mains to be constructed within as well as the system to provide wastewater service within the neighborhood development area. The residential and non-residential unit costs include the costs to provide a wastewater system to the developments.

4.2.4. Electrical Infrastructure

The District may fund the installation cost of the Orlando Utilities Commission and Duke Energy, as applicable, electrical infrastructure to serve the Development. Orlando Utility Commission and Duke Energy, as applicable, will own and/or maintain the electrical infrastructure. The costs associated with the electrical infrastructure are included in the Utility Lines cost in Exhibit 10.

4.3. Utility Plants

N/A

4.4. Parks, Landscape & Hardscape

The District may fund the construction and maintenance of neighborhood, community and regional parks, recreation facilities, ballfields, sport courts, public open spaces and plazas, nature preserves, multi-purpose trails, Way Finding signage, and trail over/underpasses.

4.5. Single Family Residential Improvements

The District may fund the construction and maintenance of public infrastructure serving single family residential improvements. This includes internal neighborhood roadways, utilities, stormwater systems, landscaping, and trails.

4.6. Non-Residential Improvements (Office, Commercial, Industrial)

The District may fund the construction and maintenance of public infrastructure serving office, commercial, and industrial facilities. This includes internal neighborhood roadways, utilities, stormwater systems, landscaping, and trails.

4.7. Professional and Inspection Fees

For the design, permitting and construction of the proposed District Capital Improvement Plan, professional services are required by various consultants. The consultant services may include, but are not limited to, civil engineering, geotechnical engineering, structural engineering, planning, environmental, surveying, and landscape architecture. During construction, the various permitting agencies will observe and inspect the project. Each of the agencies will charge an inspection fee to cover the costs associated with an inspector visiting the site to observe construction progress and confirm that the project is constructed in accordance with their respective approved plans, permits, rules, and regulations. The Professional Services and Inspections Fees are included in the cost summary for the District Capital Improvement Plan.

Section 5 Ownership and Maintenance

Capital Improvements Plan	Ownership	Maintenance
Master Infrastructure Roadways & Stormwater System		
Master Infrastructure Roadways & Related Drainage	County/FDOT/District	County/FDOT/District
Master Stormwater Management System	County/FDOT/District	County/FDOT/District
Utility Lines		
Potable Water Distribution System	District	District
Sanitary Sewer System(1)	District/TWA	District
Reclaimed Water Distribution System (if financed by the District)	District	District
Street Lighting/Electrical	Duke Energy/OUC	Duke Energy/OUC
Fiber Optic	District	District
Utility Plants	District	District
Parks, Landscape & Hardscape	District	District
Marina Basin & Lake Navigation Canals	District	District
Single Family Residential Improvements	District	District
Non-Residential Improvements	District	District

(1) Franklin Rd. Segment 2 Forcemain is the only anticipated utility infrastructure that will be conveyed to TWA for ownership and maintenance after construction is complete. The balance of the utility infrastructure is planned to be owned and maintained by the District.

Section 6 Roadway Rights-of-Way, Stormwater Management Ponds and Other Open Spaces

Real property interests for lands within or outside the District needed for construction, operation, and maintenance of District facilities will be conveyed and/or dedicated by the owner thereof to the District or other Public entity at no cost.

Section 7 Estimate of Probable Capital Improvement Costs – Assessment Areas

The Estimate of Probable Capital Improvement Plan Costs for the Assessment Areas is provided in Exhibit 10 and are summarized below. Costs associated with construction of the improvements described in this report have been estimated based on the best available information. Other soft costs include consultant fees associated with design, engineering, permitting, and construction administration for District capital improvements, regulatory permitting inspection fees and materials testing. In addition, a reasonable project contingency estimate has been included.

Please note that the costs are preliminary in nature and subject to change based on final engineering, permitting, and changes in the Concept Plan and construction cost due to market fluctuation.

Master Infrastructure Roadways and Stormwater System

- A. Cyrils Drive: Absher to Del Webb
 1. Designed as a 4-lane boulevard section.
 2. The current design includes a transition from 2 lanes at existing Absher road to the 4-lane boulevard section just west of the Sunbridge boundary. This lane transition will require removal and replacement with the design and construction of Cyrils Drive: Narcoossee to Absher.

- B. Cyrils Drive: Narcoossee to Absher
 1. Roadway segment is existing as a 2-lane rural road section.
 2. Anticipated widening is planned to be a 4-lane boulevard section. The road agreement is currently being negotiated with Osceola County at the time of this report.
 3. The roadway sections and preliminary design costs are based on the Narcoossee Community Conceptual Roadway Design Study Report and Cyrils Drive Concept Plans prepared by Kimley-Horn and Associates, Inc. for Osceola County.
 4. The Concept Plans included a 900 foot long bridge segment, further design evaluation is needed to determine the Drainage flow associated with the Lake Ajay system, geotechnical constraints, and environmental constraints. For cost purposes, it is assumed that this bridge segment can be significantly reduced and 2 conspan bridge structures have been accounted for in the costs.
 5. The existing right-of-way along existing Cyrils Drive for this corridor varies from 50 ft. to 100 ft. For construction of the 4-lane widening, right-of-way acquisition will be necessary for the road right-of-way and stormwater pond locations.
 6. The intersection of Narcoossee and Cyrils will require improvements to add an additional left turn lane on southbound Narcoossee, right and left turn lanes on westbound Cyrils, and signalization of the intersection.
 7. Cyrils Drive: Absher to Del Webb included a transition from 2 lanes at existing Absher road to the 4-lane boulevard section just west of the Sunbridge boundary. This lane transition will require removal and replacement with the design and construction of Cyrils Drive: Narcoossee to Absher.

- C. Cyrils Drive.: Del Webb to Neighborhood C
 1. Roadway segment includes a 4-lane boulevard section between Del Webb and the Intersection of Rummell Road and a Multi-modal 4 lane section which includes a wider median for future transit.
 2. Box culverts and headwalls are required to provide drainage connection for the large wetland crossing.

- D. Cyrils Drive.: Neighborhood C to Neighborhood D
 1. Roadway segment includes a 4-lane multi-modal section.
 2. Bridge Crossing C-30 is planned to include two bridge segments, approximately 120 long, crossing over the C-30 canal and future pedestrian trail.

- E. Cyrils Drive.: Neighborhood D to Sunbridge Parkway
 1. Roadway segment includes a 4-lane multi-modal section.

- F. Rummell Road: Cyrils to Utility Tract
 - 1. Roadway segment includes a 4-lane boulevard section.

- G. Sunbridge Parkway: Cyrils to County Line
 - 1. Roadway segment from the County boundary at the north side to the first intersection of the development area includes a 4-lane rural section.
 - 2. Roadway segment from the northern most intersection of the development area to Cyrils Drive includes a 4-lane boulevard section.

- H. Jack Brack Road: Absher to Del Webb
 - 1. Roadway segment includes a 4-lane boulevard section.
 - 2. Right-of-way acquisition will be necessary for the road corridor between Absher and the Sunbridge NED boundary.

- I. Marina & Lake Navigation
 - 1. Excavation of the Marina Basin
 - 2. Bulkhead walls along the Community Center Land Use Areas, and Bank stabilization along the banks of the Marina for protection from erosion due to boat traffic
 - 3. C-30 Canal bank revetment between the Marina Basin and Lake Myrtle
 - 4. Placement & Stabilization of fill material excavated from the Marina Basin

Utility Lines

The water, reclaimed water, and wastewater transmission systems costs within the Assessment Areas are determined based on the buildout line sizes depicted in Exhibits 5, 6 & 7 based on the Master Utility Plans approved on the following dates.

- A. Potable Water Distribution System – MUP approved September 2018
- B. Reclaimed Water Distribution System – MUP approved January 2019
- C. Wastewater System – MUP approved October 2018

Section 8 Conclusions and Summary Opinion

The Capital Improvement Plan as described is necessary for the functional development of the property within or outside the District as required by the applicable local governmental agencies. The planning and design of the infrastructure will be in accordance with current governmental regulatory requirements. The public infrastructure as described in this Report will serve its intended function provided the construction is in substantial compliance with the future design and permits which will be required by the District for the various jurisdictional entities outlined earlier in this report. In addition to the annual non-ad valorem assessments to be levied and collected to pay debt service on the proposed bonds, the District will levy and collect an annual operating and maintenance assessments to be determined, assessed and levied by the District's Board of Supervisors upon the assessable real property within the District, for the purpose of defraying the cost and expenses of maintaining District-owned improvements.

The construction costs for the District's Capital Improvement Plan in this report are based generally on the Northeast District Element effective on July 27, 2011 and the Phase 1 concept plan dated June 25, 2018. In our professional opinion, and to the best of our knowledge and belief, the costs provided herein for the District are reasonable to complete the construction of the infrastructure improvements described herein. All of the proposed infrastructure Capital Improvement Plan costs are public improvements or community facilities as set forth in chapter 2017-2201 Laws of Florida.

The summary of probable infrastructure construction costs within the Assessment Areas is only an opinion and not a guaranteed maximum price. Historical costs, actual bids and information from other professionals or contractors have been used in the preparation of this report. Contractors who have contributed in providing the cost data included in this report are reputable entities with experience in Central Florida. It is therefore our opinion that the construction of the proposed District Capital Improvement Plan can be completed at the costs as stated.

The labor market, future costs of equipment and materials, increased regulatory actions and requirements, and the actual construction process are all beyond our control. Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than this opinion.

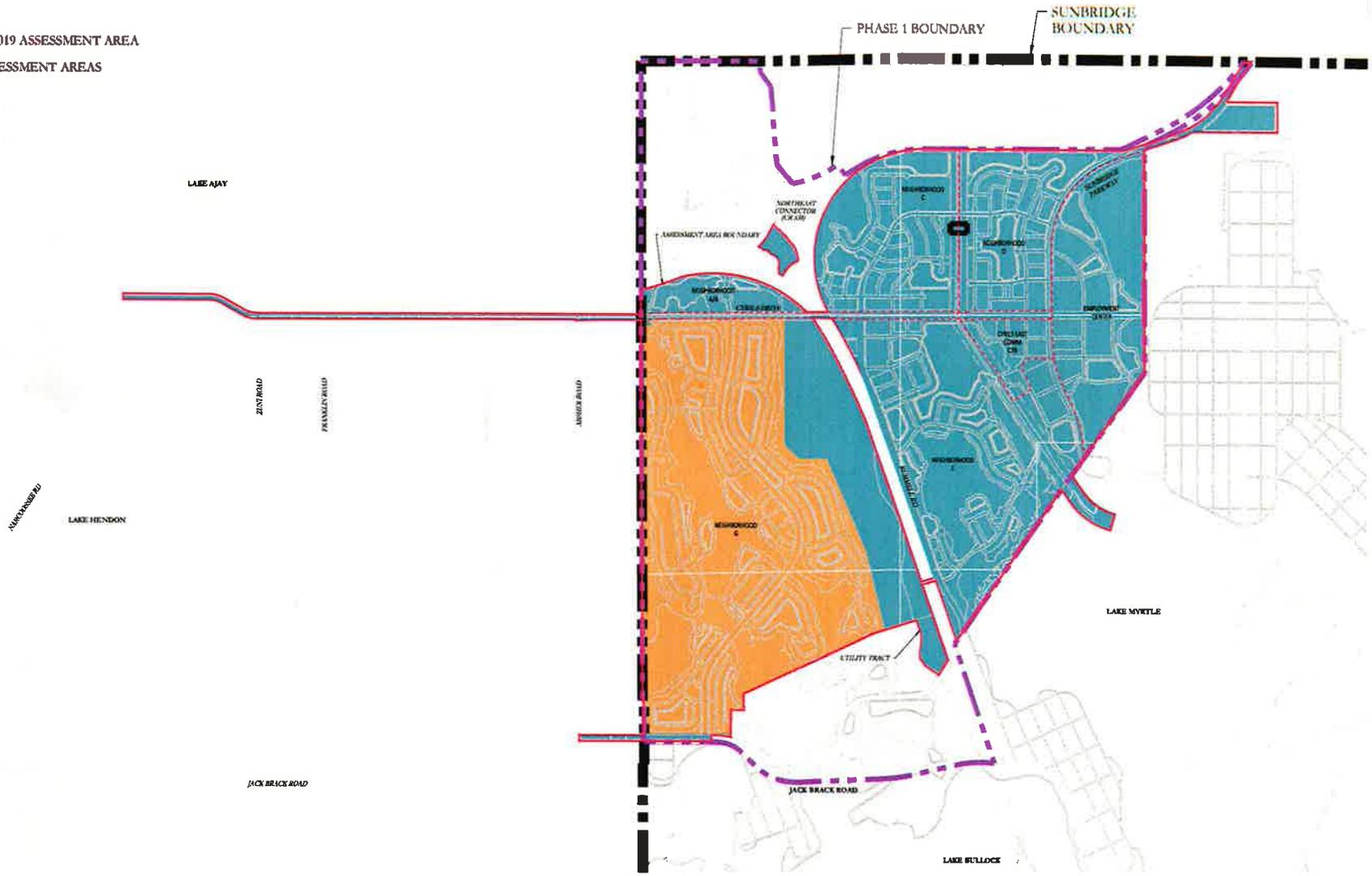
**As District Engineer:
Poulos & Bennett, LLC**

R. Lance Bennett, P.E.
State of Florida Professional Engineer No. 50698

Exhibits

LEGEND

- DEL WEBB 2019 ASSESSMENT AREA
- FUTURE ASSESSMENT AREAS



SOURCES:
 1. PHASE 1 CONCEPT PLAN DATED JUNE 25, 2018
 2. NED COMPREHENSIVE PLAN DATED JUNE 20, 2011
 3. ANTICIPATED DEVELOPMENT PER TAVISTOCK.

Assessment Areas

Sunbridge Stewardship District

December 4, 2019
 P & B Job No. 18-203

2602 E. Livingston St.
 Orlando, Florida 32803-4077, 407.2394

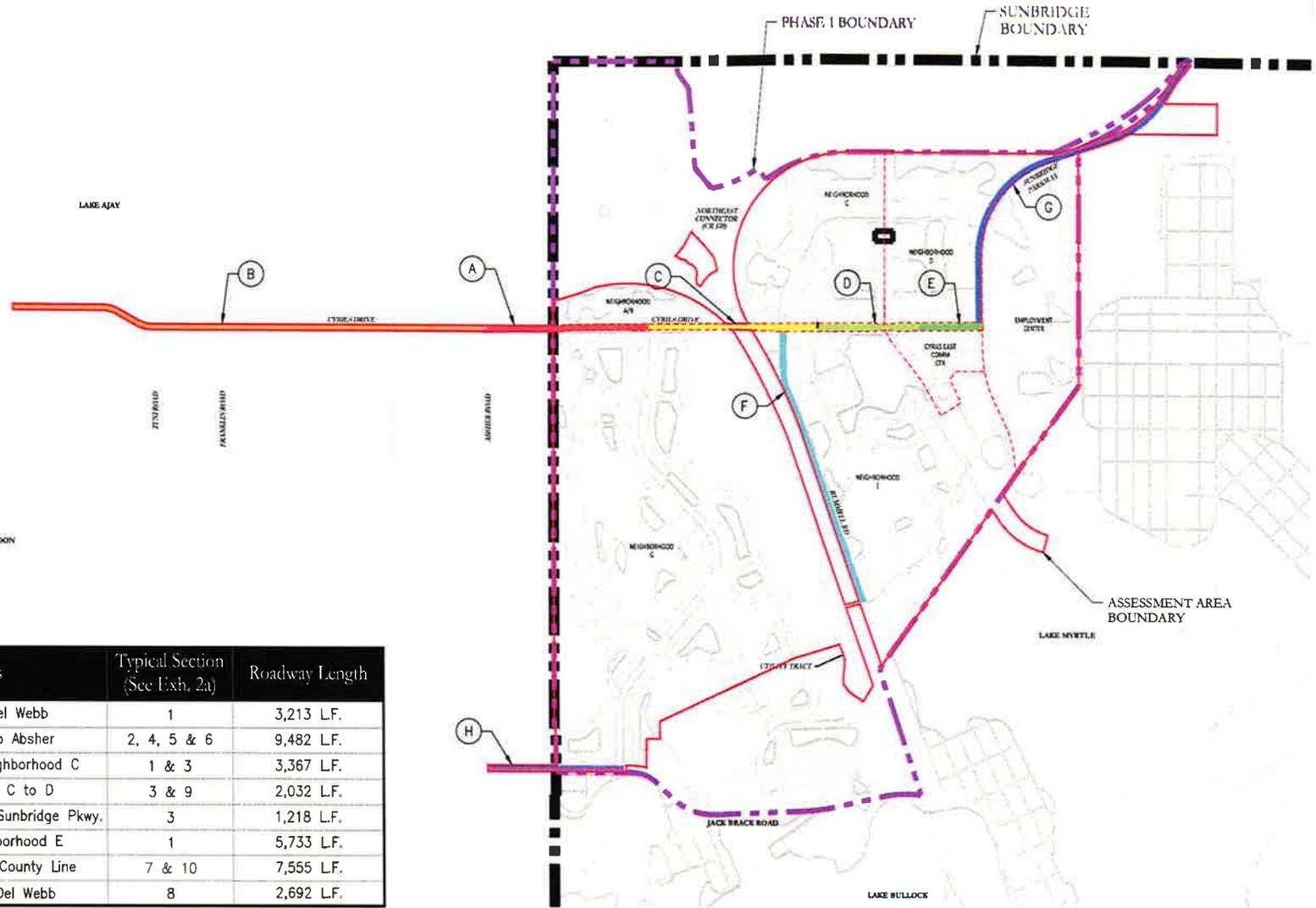
POULOS & BENNETT

www.poulosandbennett.com
 Certificate of Registration No. 28567



Exhibit 1

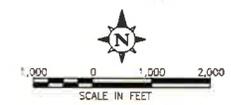
1. P&B, 2019. NED COMPREHENSIVE PLAN. CONCEPT DEVELOPMENT & REASSESSMENT WITH 1. SUPPLEMENTAL REPORT. 1/2019. 1/2019. 1/2019.



Map Id.	Roadway Limits	Typical Section (See Exh. 2a)	Roadway Length
A	Cyrils Dr.: Absher to Del Webb	1	3,213 L.F.
B	Cyrils Dr.: Narcoossee to Absher	2, 4, 5 & 6	9,482 L.F.
C	Cyrils Dr.: Del Webb to Neighborhood C	1 & 3	3,367 L.F.
D	Cyrils Dr.: Neighborhood C to D	3 & 9	2,032 L.F.
E	Cyrils Dr.: Neighborhood D to Sunbridge Pkwy.	3	1,218 L.F.
F	Rummell: Cyrils to Neighborhood E	1	5,733 L.F.
G	Sunbridge Pkwy.: Cyrils to County Line	7 & 10	7,555 L.F.
H	Jack Brack: Absher to Del Webb	8	2,692 L.F.

SOURCES:
 1. PHASE 1 CONCEPT PLAN DATED JUNE 25, 2018
 2. NED COMPREHENSIVE PLAN DATED JUNE 20, 2011
 3. ANTICIPATED DEVELOPMENT PER TAYSTOCK

Assessment Areas - Master Roadway Infrastructure Map
Sunbridge Stewardship District

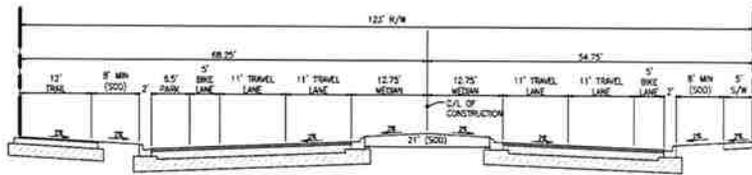


POULOS & BENNETT
 www.poulosandbennett.com
 Certificate of Authorization No. 28567

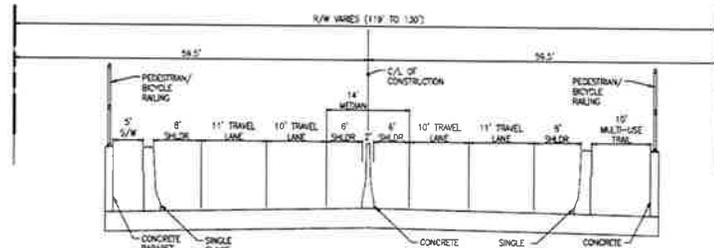
October 8, 2019
 P & B Job No.: 18-303

3002 N. Livingston St.
 Orlando, Florida 32813-4074

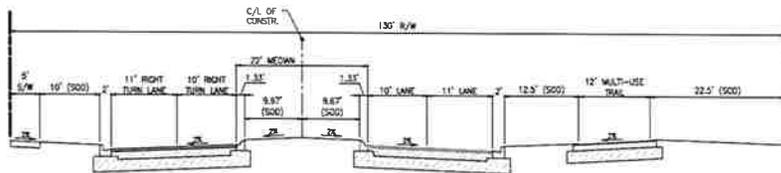
2. 2018-2022 SUNBRIDGE STAKEHOLDER ENGAGEMENT REPORT (ADDITIONAL PHASE 1 IMPLEMENTATION REPORT) 10/8/2019



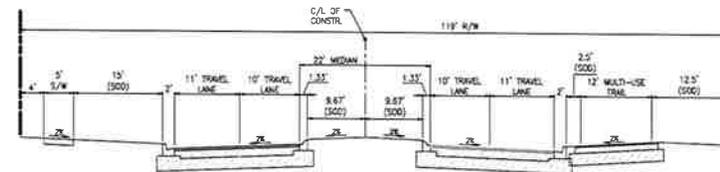
1 TYPICAL ROAD SECTION (123' R/W)
N.T.A.



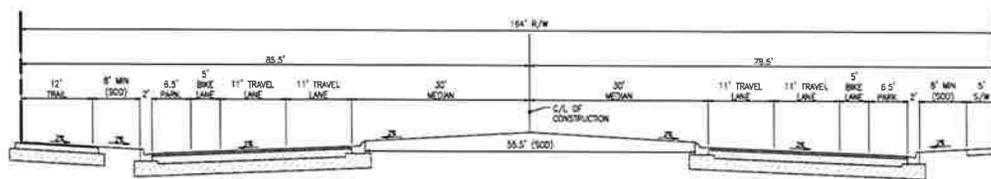
4 TYPICAL ROAD SECTION (BRIDGE)
N.T.A.



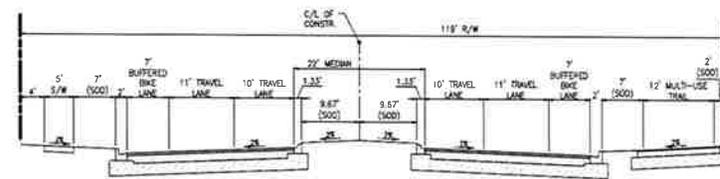
2 TYPICAL ROAD SECTION (130' R/W)
N.T.A.



5 TYPICAL ROAD SECTION (119' R/W)
N.T.A.

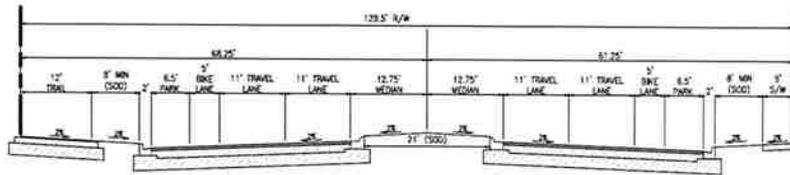


3 TYPICAL ROAD SECTION (164' R/W)
N.T.A.

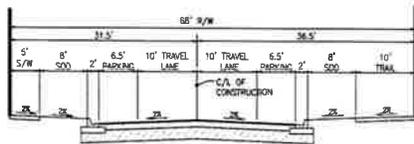


6 TYPICAL ROAD SECTION (119' R/W)
N.T.A.

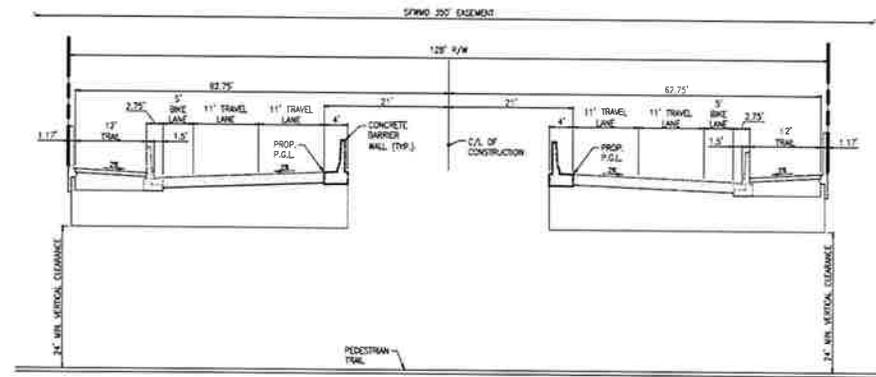
Assessment Areas - Roadway Sections
Sunbridge Stewardship District



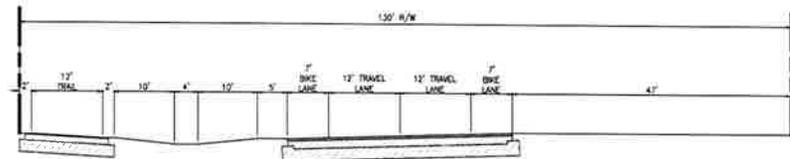
7 TYPICAL ROAD SECTION (129.5' R/W)
N.T.A.



8 TYPICAL ROAD SECTION (68' R/W)
N.T.A.

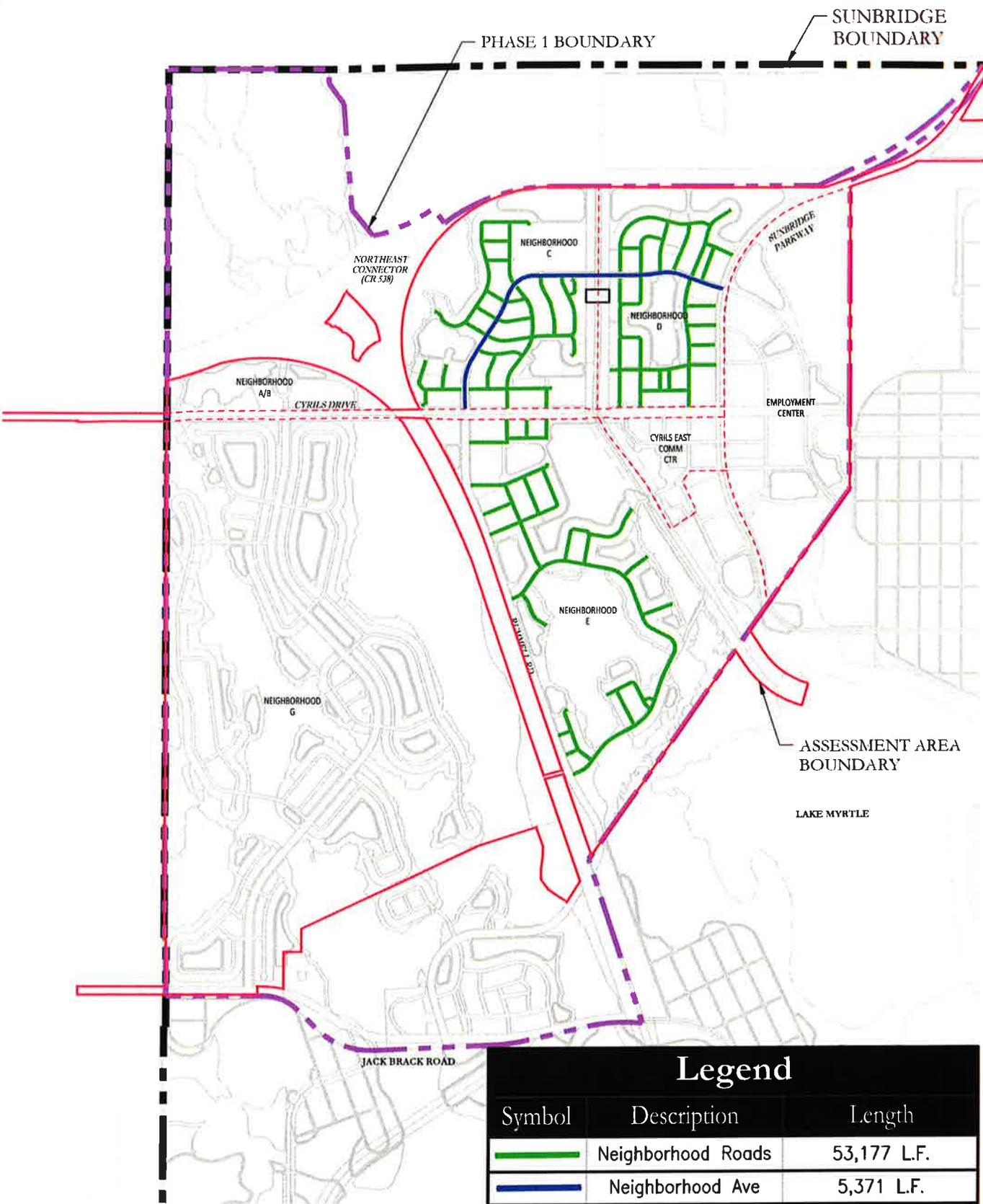


9 TYPICAL ROAD SECTION (128' R/W)
N.T.A.



10 TYPICAL ROAD SECTION (130' R/W)
N.T.A.

Assessment Areas - Roadway Sections
Sunbridge Stewardship District



SOURCES:
 1. PHASE 1 CONCEPT PLAN DATED JUNE 25, 2018
 2. MED COMPREHENSIVE PLAN DATED JUNE 20, 2011

Assessment Areas - Roadway Infrastructure Map

Sunbridge Stewardship District



October 8, 2019
 P & B Job No.: 18-203

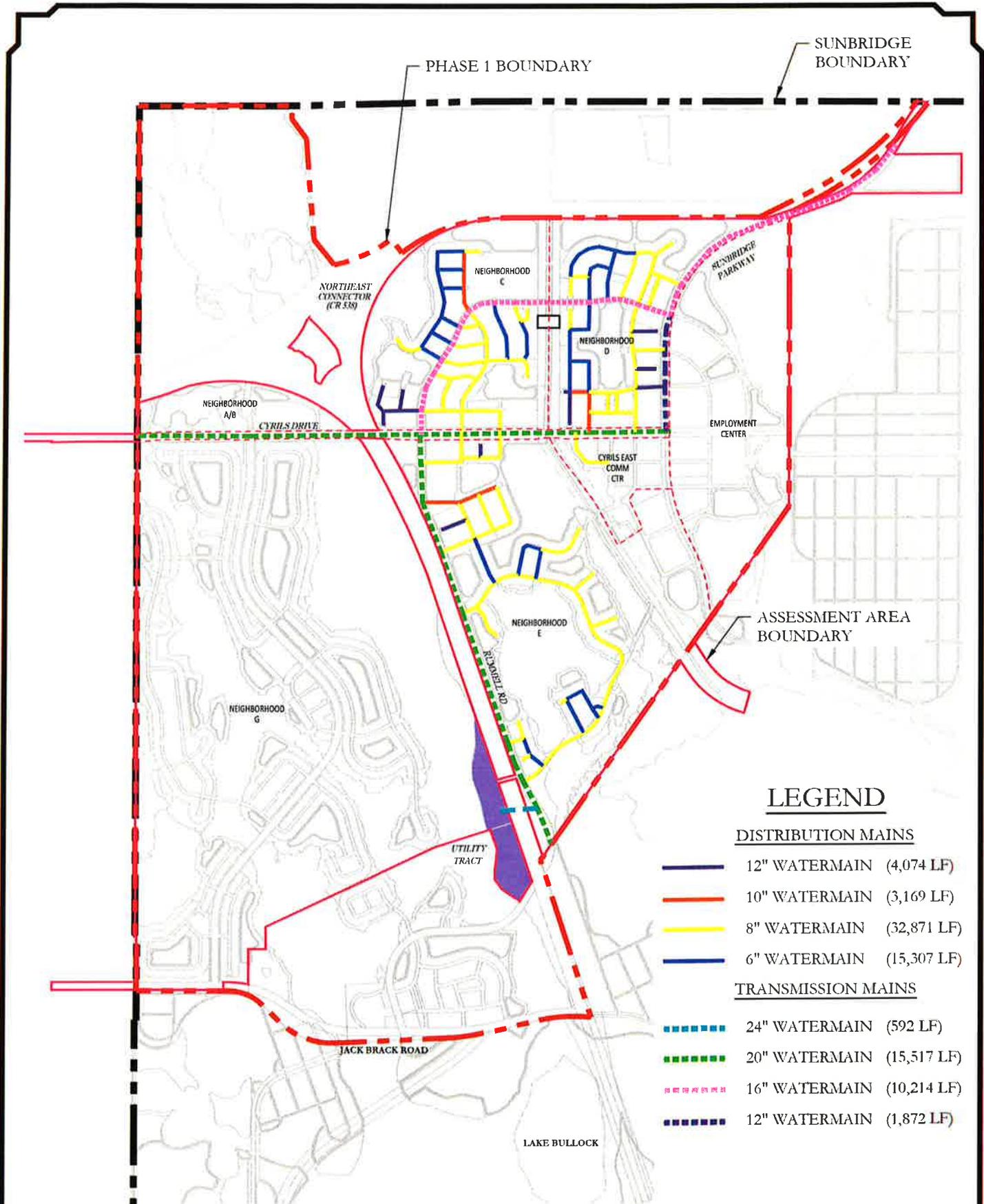
2602 E Livingston St.
 Orlando, Florida 32803-407-487-2594

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SCALE IN FEET
Exhibit 3

2:\2018\18-203 SUNBRIDGE NEIGHBORHOOD STEWARDSHIP DISTRICT\GAD\GAD1 & PDS\ASSESSMENT AREA 1 SUPPLEMENTAL REPORT\1803 01 MAP



LEGEND

DISTRIBUTION MAINS

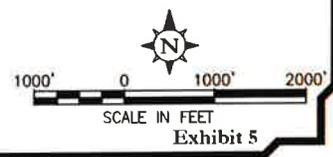
- 12" WATERMAIN (4,074 LF)
- 10" WATERMAIN (3,169 LF)
- 8" WATERMAIN (32,871 LF)
- 6" WATERMAIN (15,307 LF)

TRANSMISSION MAINS

- - - - 24" WATERMAIN (592 LF)
- - - - 20" WATERMAIN (15,517 LF)
- - - - 16" WATERMAIN (10,214 LF)
- - - - 12" WATERMAIN (1,872 LF)

SOURCES:
 1. PHASE 1 CONCEPT PLAN DATED JUNE 25, 2018
 2. HED COMPREHENSIVE PLAN DATED JUNE 20, 2011
 3. UTILITY LINE SIZES PER MASTER UTILITY PLAN
 WAKER ONLY APPROVED OCTOBER 2018

Assessment Areas - Potable Water Distribution System Map
Sunbridge Stewardship District

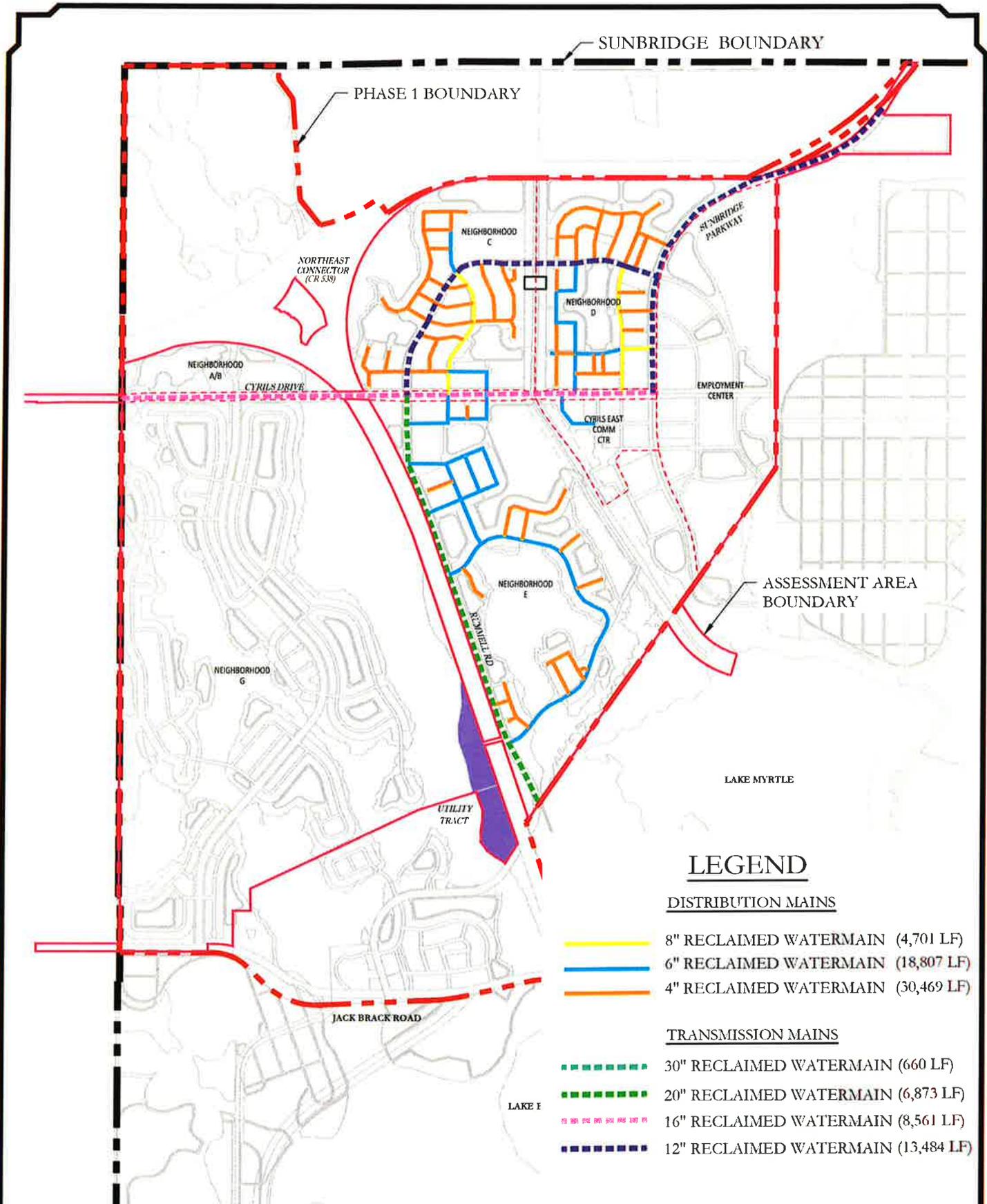


October 8, 2019
 P & B Job No.: 18-203

2602 E. Livingston St.
 Orlando, Florida 32803-4074/87-2594

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SOURCES:
 1. PHASE 1 CONCEPT PLAN DATED JUNE 25, 2018
 2. WED COMPREHENSIVE PLAN DATED JUNE 20, 2011
 3. UTILITY LINE SIZES FOR MASTER UTILITY PLAN
 RECLAIM ONLY APPROVED OCTOBER 2018

Assessment Areas - Reclaimed Water Distribution System Map

Sunbridge Stewardship District

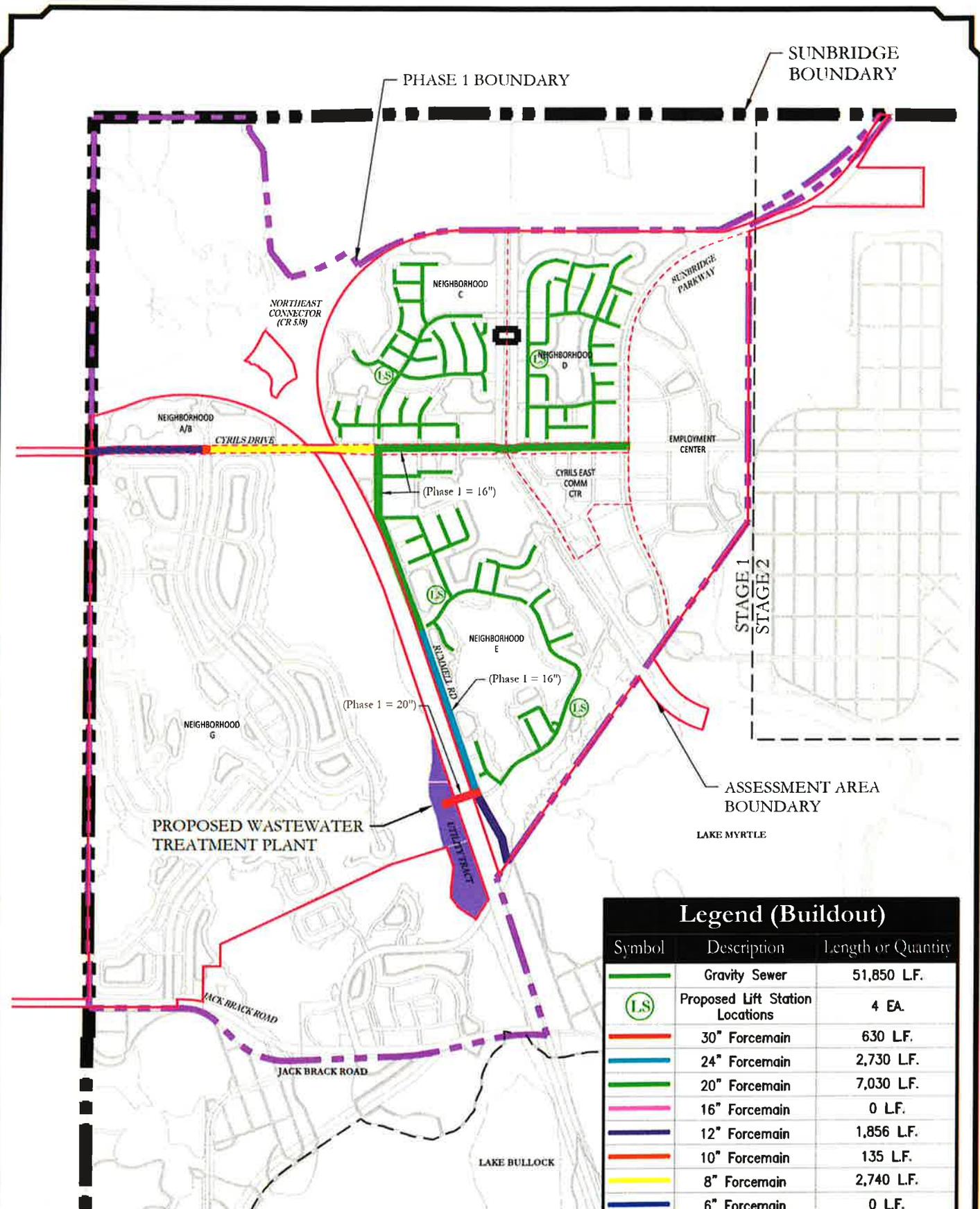
October 8, 2019
 P & B Job No.: 18-203

2602 E. Livingston St
 Orlando, Florida 32803, 407-487-2594

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Legend (Buildout)		
Symbol	Description	Length or Quantity
	Gravity Sewer	51,850 L.F.
	Proposed Lift Station Locations	4 EA.
	30" Forcemain	630 L.F.
	24" Forcemain	2,730 L.F.
	20" Forcemain	7,030 L.F.
	16" Forcemain	0 L.F.
	12" Forcemain	1,856 L.F.
	10" Forcemain	135 L.F.
	8" Forcemain	2,740 L.F.
	6" Forcemain	0 L.F.

SOURCES:
 1. PHASE 1 CONCEPT PLAN DATED JUNE 25, 2018
 2. NED COMPREHENSIVE PLAN DATED JUNE 20, 2011
 3. UTILITY LINE SIZES PER MASTER UTILITY PLAN
 WASTEWATER ONLY APPROVED OCTOBER 2018
 - ALL LIFT STATION LOCATIONS ARE SUBJECT TO
 FINAL ENGINEERING

Assessment Areas - Wastewater System Map

Sunbridge Stewardship District

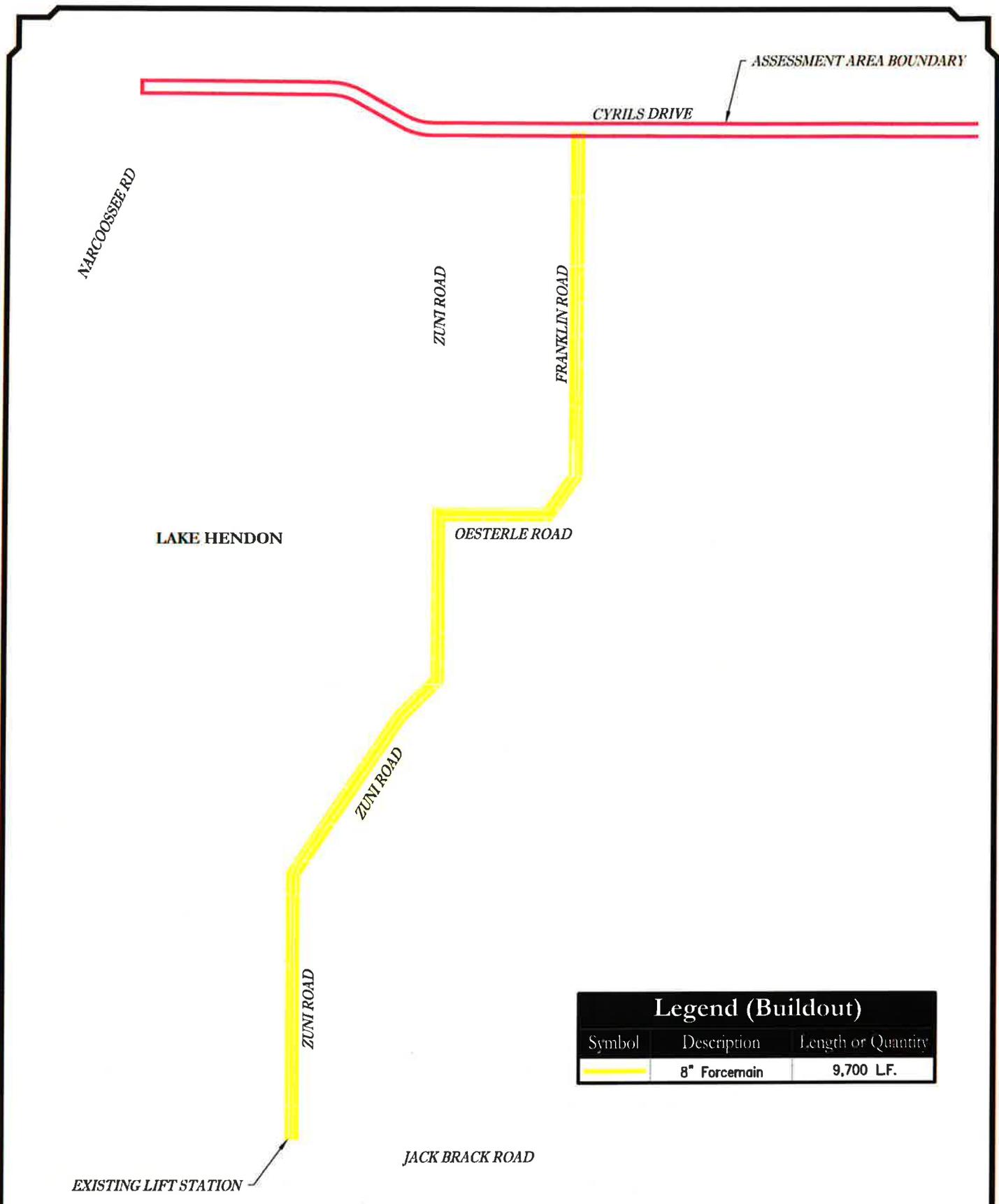


October 8, 2019
 P & B Job No: 18-203

2602 E. Livingston St.
 Orlando, Florida 32803-407487/2594

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ASSESSMENT AREA BOUNDARY

CYRILS DRIVE

NARCOSSEE RD

ZUNI ROAD

FRANKLIN ROAD

LAKE HENDON

OESTERLE ROAD

ZUNI ROAD

ZUNI ROAD

JACK BRACK ROAD

EXISTING LIFT STATION

Legend (Buildout)		
Symbol	Description	Length or Quantity
	8" Forcemain	9,700 LF.

SOURCES:
 1. PHASE 1 CONCEPT PLAN DATED JUNE 25, 2018
 2. WED COMPREHENSIVE PLAN DATED JUNE 20, 2011
 3. UTILITY LINE SIZES PER MASTER UTILITY PLAN
 WASTEWATER ONLY APPROVED OCTOBER 2018
 - ALL LIFT STATION LOCATIONS ARE SUBJECT TO
 FINAL ENGINEERING

October 8, 2019
 P & B Job No: 18-203

Wastewater System Map - Franklin Road Segment 2 Forcemain

Sunbridge Stewardship District

POULOS & BENNETT

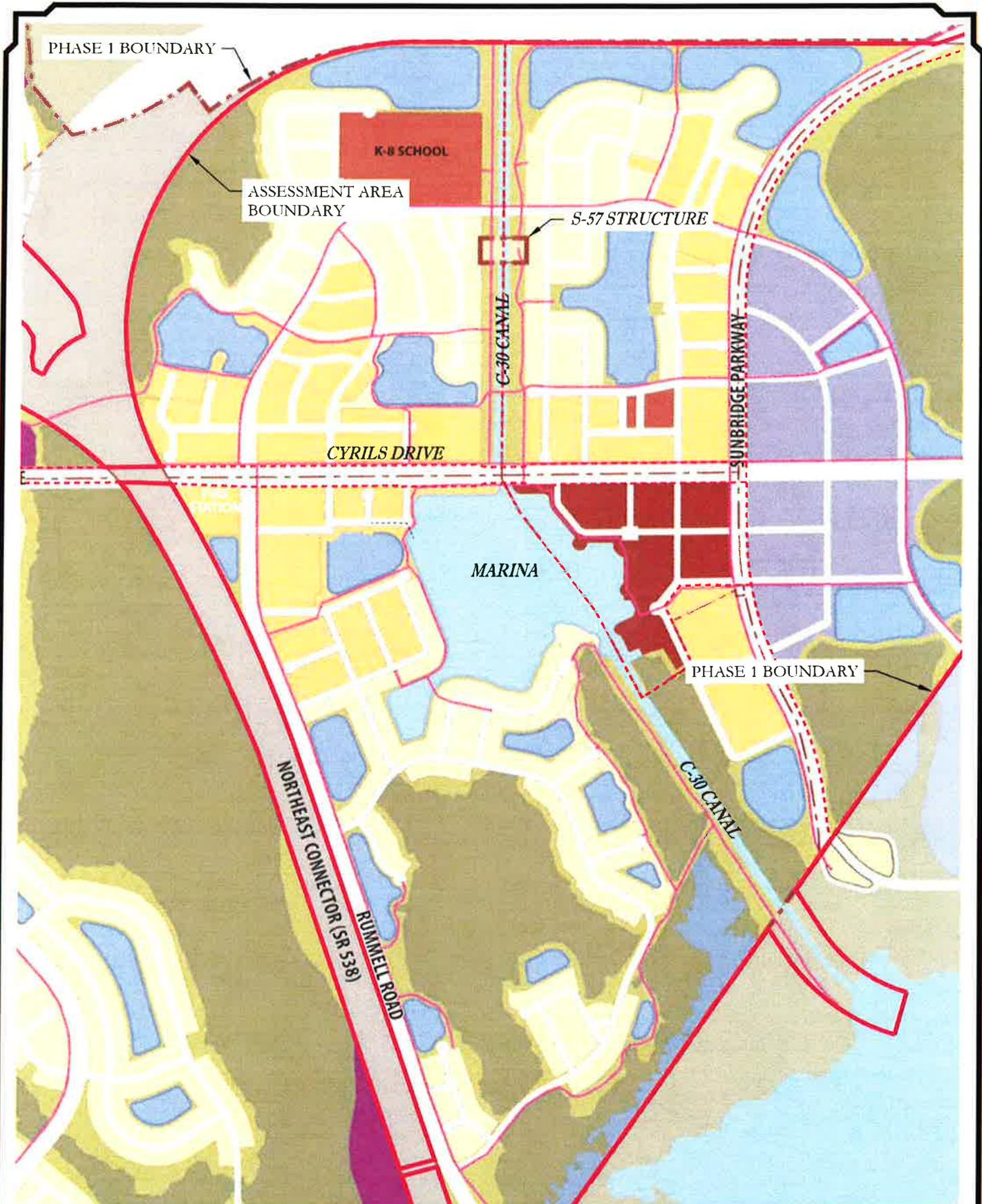
2602 E. Livingston St.
 Orlando, Florida 32803-407.487.2594

www.poulosandbennett.com
 Certificate of Authorization No. 28567

600 0 1,200 2,400

SCALE IN FEET

Exhibit 7a



SOURCES:
 1. PHASE 1 CONCEPT PLAN DATED JUNE 25, 2018
 2. NED COMPREHENSIVE PLAN DATED JUNE 20, 2011

Assessment Areas - Marina Map

Sunbridge Stewardship District

October 8, 2019
 P & B Job No.: 18-203

2602 E. Livingston St.
 Orlando, Florida 32803-4074/2594

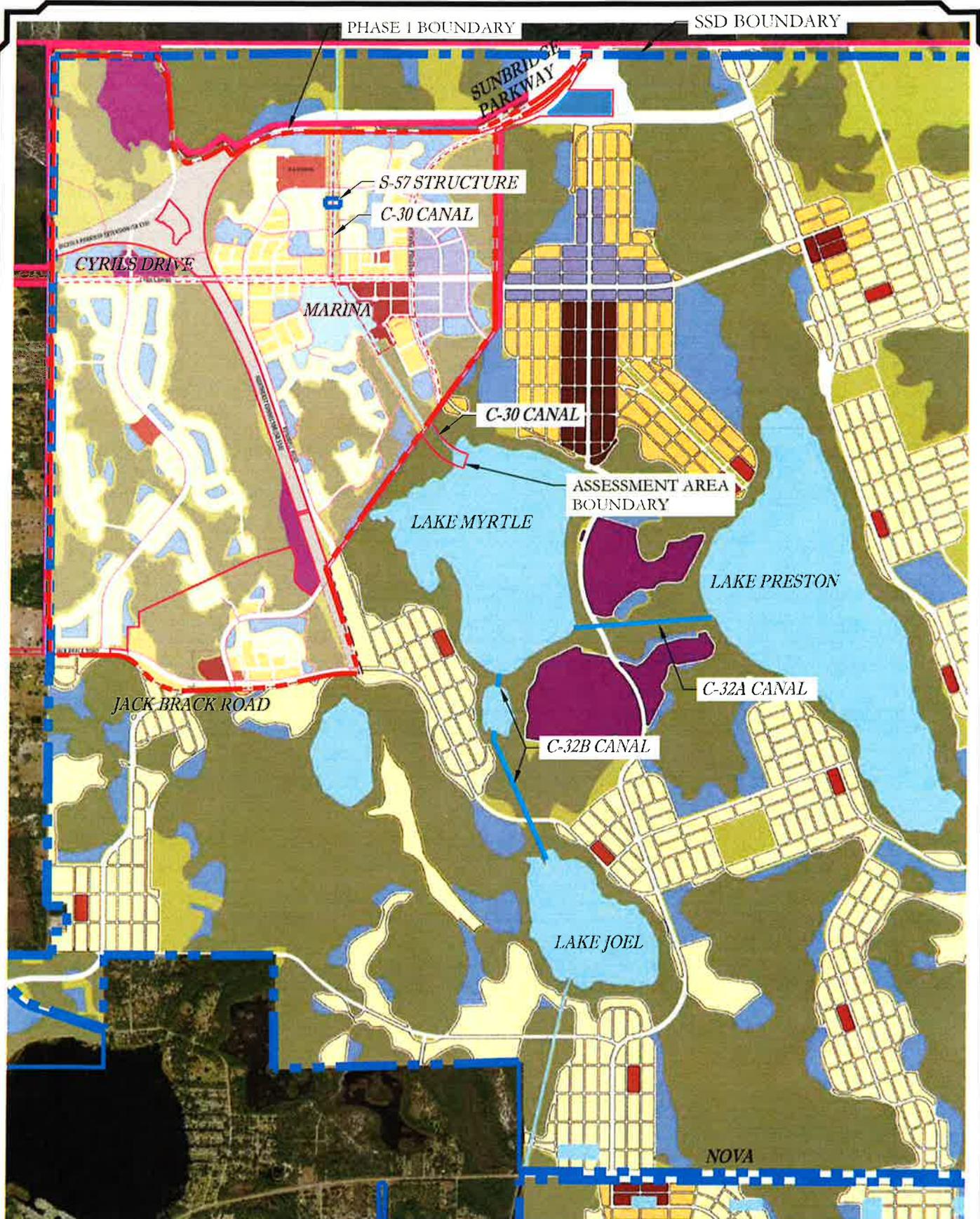
POULOS & BENNETT

www.poulosandbenett.com
 Certificate of Authorization No. 28567



SCALE IN FEET

Exhibit 8



SOURCES:
 1. PHASE 1 CONCEPT PLAN DATED JUNE 25, 2018
 2. NED COMPREHENSIVE PLAN DATED JUNE 20, 2011

Assessment Areas - Lake Navigation Map

Sunbridge Stewardship District



October 8, 2019
 P & B Job No: 18-203

2602 E. Livingston St.
 Orlando, Florida 32803-4071-187-2994

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E:\2018\18-203 SUNBRIDGE STEWARDSHIP DISTRICT\CAD\18-203 ASSESSMENT AREA 1 SUPPLEMENTAL REPORT\20190318.MXD

Exhibit 10

Sunbridge Stewardship District - Assessment Areas
 Estimate of Probable Capital Improvement Costs

Facility	Del Webb 2019 Assessment Area Cost	Future Assessment Area Costs	Total Estimated Cost
Master Infrastructure Roadways and Stormwater System			
Master Roadways & Stormwater System	\$ 9,660,855	\$ 54,844,716	\$ 64,505,571
Marina Basin		\$ 15,552,607	\$ 15,552,607
Utility Lines	\$ 6,338,584	\$ 15,860,547	\$ 22,199,131
Utility Plants			\$ -
Parks, Landscape & Hardscape		\$ 6,895,000	\$ 6,895,000
Single Family Residential Improvements		\$ 48,265,000	\$ 48,265,000
Non-Residential Improvements (Office, Commercial, Industrial)			\$ -
Total	\$ 15,999,439	\$ 141,417,870	\$ 157,417,309

Notes:

1. All Cost are Preliminary Estimates and are subject to change based on actual bid prices. Also note that cost shown includes soft costs, including but not limited to Engineering, Legal, and Permitting as well as a 10% contingency.
2. Professional fees are included within each category.
3. Revised 10/10/19

Exhibit 10a
Sunbridge Stewardship District - Assessment Areas
Estimate of Probable Capital Improvement Costs

Master Infrastructure Roadways and Stormwater System

Roadway Segment	Roadway Limits	Del Webb 2019 Assessment Area Cost	Future Assessment Area Costs	Total Cost
A	Cyrils Dr: Absher to Del Webb	\$ 6,420,543	\$ 0	\$ 6,420,543
B	Cyrils Dr: Narcoosee to Absher	\$ -	\$ 21,375,432	\$ 21,375,432
C	Cyrils Dr: Del Webb to Neighborhood C	\$ -	\$ 6,162,792	\$ 6,162,792
D	Cyrils Dr: Neighborhood C to D	\$ -	\$ 5,895,636	\$ 5,895,636
E	Cyrils Dr: Neighborhood D to Sunbridge Parkway	\$ -	\$ 1,797,768	\$ 1,797,768
F	Rummell: Cyrils Dr to Utility Tract	\$ -	\$ 8,461,908	\$ 8,461,908
G	Sunbridge Parkway: Cyrils to County Line	\$ -	\$ 11,151,180	\$ 11,151,180
H	Jack Brack: Offsite to Del Webb	\$ 3,240,312	\$ -	\$ 3,240,312
Total Roadway Costs		\$ 9,660,855	\$ 54,844,716	\$ 64,505,571
Marina Basin and Lakes Navigation		\$ -	\$ 15,552,607	\$ 15,552,607
Total Master Infrastructure Roadways and Stormwater System Costs		\$ 9,660,855	\$ 70,397,323	\$ 80,058,178

Utility Lines

Potable Water System Total			\$ 4,228,955	\$ 4,228,955
Reclaimed Water System Total			\$ 3,683,666	\$ 3,683,666
Wastewater System Total			\$ 3,755,245	\$ 3,755,245
Undergrounding of Electrical Facilities Total			\$ 2,592,681	\$ 2,592,681
Utilities	Cyrils Dr: Absher to Del Webb (Water, Reclaim, Wastewater)	\$ 1,212,095	\$ -	\$ 1,212,095
Utilities	Cyrils Dr: Del Webb to Neighborhood C (Water, Reclaim, Wastewater)	\$ 1,145,389	\$ -	\$ 1,145,389
Franklin Drive Segment 2 Forcemain		\$ 679,000	\$ -	\$ 679,000
Rummell Utility Corridor (Cyrils to Utility Tract)		\$ 3,302,100	\$ 1,600,000	\$ 4,902,100
Utility Lines Total		\$ 6,338,584	\$ 15,860,547	\$ 22,199,131

Utility Plants

\$ -

Parks, Landscape & Hardscape

Neighborhood	# of Units	Units	Unit Cost		Cost
C	552	lots	\$ 5,000	\$ 2,760,000	\$ 2,760,000
D	416	lots	\$ 5,000	\$ 2,080,000	\$ 2,080,000
E	411	lots	\$ 5,000	\$ 2,055,000	\$ 2,055,000
Parks, Landscape & Hardscape Total		1,379 lots		\$ 6,895,000	\$ 6,895,000

Single Family Residential Improvements

Neighborhood	# of Units	Units	Unit Cost		Cost
C	552	lots	\$ 35,000	\$ 19,320,000	\$ 19,320,000
D	416	lots	\$ 35,000	\$ 14,560,000	\$ 14,560,000
E	411	lots	\$ 35,000	\$ 14,385,000	\$ 14,385,000
Single Family Residential Improvements Total		1,379 lots		\$ 48,265,000	\$ 48,265,000

Non-Residential Improvements (Office, Commercial, Industrial)

\$ -

Total

\$ 15,999,439	\$ 141,417,870	\$ 157,417,309
---------------	----------------	----------------

Notes:

1. All Costs are Preliminary Estimates and are subject to change based on actual bld prices. Also note that costs shown includes soft costs, including but not limited to Engineering, Legal, and Permitting as well as a 10% contingency.
2. Professional fees are included within each category.
3. Revised 10/10/19

Sunbridge Stewardship District

District Engineers Agreement
(provided under separate cover)

Sunbridge Stewardship District

Revised Master Engineers Report
(provided under separate cover)

Sunbridge Stewardship District

Funding Request 1 for Utility Operations

SUNBRIDGE STEWARDSHIP DISTRICT
Utility Operations Start-Up

Funding Request No. 001 - Utility Operations Start-Up

12/10/2019

Item No.	Vendor	Invoice Number	General Fund
1	Developer Funding Request	--	\$ 150,000.00
		TOTAL	\$ 150,000.00

Please Return To:
Sunbridge Stewardship District
Utility Funding
c/o PFM Group Consulting
12051 Corporate Boulevard
Orlando, FL 32817

**Sunbridge
Stewardship District**

**Payment Authorization
Nos. 75 & 76**

**Sunbridge Stewardship District
Payment Authorization
Nos. 75 & 76**

<u>PA #</u>	<u>Date</u>	<u>Vendors</u>	<u>General Fund</u>	<u>Capital Fund</u>	<u>Total</u>
		Hopping Green & Sams			
		General Counsel Through 10/31/19 \$1,601.05			
		Osceola News-Gazette			
75	12/6/2019	Legal Advertising 11/28/19 \$51.26	\$5,918.98	\$0.00	\$5,918.98
		PFM Group Consulting			
		DM Fee: November 2019 \$4,166.67			
		Website Fee: November 2019 \$ 100.00			
		Hopping Green & Sams			
		General Counsel Through 11/30/19 \$5,369.50			
		Osceola News-Gazette			
		Legal Advertising 01/02/20 \$55.78			
		Legal Advertising 01/04/20 \$85.96			
76	1/10/2020	Legal Advertising 01/02/20 \$52.76	\$10,251.34	\$0.00	\$10,251.34
		PFM Group Consulting			
		DM Fee Change: October 2019 \$416.67			
		DM December Fee: \$4,166.67			
		Website Fee: December 2019 \$100.00			
		Reimbursables: October 2019 \$4.00			
Total			\$16,170.32	\$0.00	\$16,170.32

SUNBRIDGE STEWARDSHIP DISTRICT

Payment Authorization No. 075

12/6/2019

Item No.	Vendor	Invoice Number	General Fund
1	Hopping Green & Sams General Counsel Through 10/31/2019	111095	\$ 1,601.05
2	Osceola News-Gazette Legal Advertising on 11/28/2019	156888	\$ 51.26
3	PFM Group Consulting DM Fee: November 2019 Website Fee: November 2019	DM-11-2019-0063 DM-11-2019-0064	\$ 4,166.67 \$ 100.00
TOTAL			\$ 5,918.98



Board Member

Please Return To:
Sunbridge Stewardship District
c/o Flahkind & Associates
12051 Corporate Boulevard
Orlando, FL 32817

RECEIVED JAN 14 2020

SUNBRIDGE STEWARDSHIP DISTRICT

Payment Authorization No. 076

1/10/2020

Item No.	Vendor	Invoice Number	General Fund
1	Hopping Green & Sams General Counsel Through 11/30/2019	112022	\$ 5,369.50
2	Osceola News-Gazette Legal Advertising on 01/02/2020 Legal Advertising on 01/04/2020 Legal Advertising on 01/02/2020	29955 29956 29993	\$ 55.78 \$ 85.96 \$ 52.76
3	PFM Group Consulting DM Fee Change: October 2019 DM Fee: December 2019 Website Fee: December 2019 Reimbursables: October 2019	107743 DM-12-2019-0062 DM-12-2019-0063 OE-EXP-00497	\$ 416.67 \$ 4,166.67 \$ 100.00 \$ 4.00
TOTAL			\$ 10,251.34



Board Member

Please Return To:
Sunbridge Stewardship District
c/o Fishkind & Associates
12051 Corporate Boulevard
Orlando, FL 32817

RECEIVED JAN 14 2020

**Sunbridge
Stewardship District**

**District's Financial Position
and Budget to Actual YTD**

Sunbridge Stewardship District
Statement of Activities
As of 12/31/2019

	General Fund	Utility Fund	Total
<u>Revenues</u>			
Water - Commercial Customers		\$44.75	\$44.75
Inspection Fees		25.00	25.00
Total Revenues	<u>\$0.00</u>	<u>\$69.75</u>	<u>\$69.75</u>
<u>Expenses</u>			
D&O Insurance	\$2,306.00		\$2,306.00
Management	7,916.67		7,916.67
District Counsel	1,601.05		1,601.05
Legal Advertising	730.51		730.51
Web Site Maintenance	200.00		200.00
Dues, Licenses, and Fees	175.00		175.00
General Insurance	2,819.00		2,819.00
Engineering		\$4,166.66	4,166.66
Contract Services - Accounting		3,333.34	3,333.34
Contractual Services		22,468.48	22,468.48
Miscellaneous Customer Service Expense		25.00	25.00
Total Expenses	<u>\$15,748.23</u>	<u>\$29,993.48</u>	<u>\$45,741.71</u>
<u>Other Revenues (Expenses) & Gains (Losses)</u>			
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Change In Net Assets	(\$15,748.23)	(\$29,923.73)	(\$45,671.96)
Net Assets At Beginning Of Year	<u>\$8,096.50</u>	<u>\$0.00</u>	<u>\$8,096.50</u>
Net Assets At End Of Year	<u><u>(\$7,651.73)</u></u>	<u><u>(\$29,923.73)</u></u>	<u><u>(\$37,575.46)</u></u>

Sunbridge Stewardship District
Statement of Financial Position
As of 12/31/2019

	General Fund	Utility Fund	Total
<u>Assets</u>			
<u>Current Assets</u>			
General Checking Account	\$2,315.43		\$2,315.43
Accounts Receivable		\$919.75	919.75
Total Current Assets	\$2,315.43	\$919.75	\$3,235.18
Total Assets	\$2,315.43	\$919.75	\$3,235.18
<u>Liabilities and Net Assets</u>			
<u>Current Liabilities</u>			
Accounts Payable	\$9,967.16		\$9,967.16
Accounts Payable		\$29,993.48	29,993.48
Deposits		850.00	850.00
Total Current Liabilities	\$9,967.16	\$30,843.48	\$40,810.64
Total Liabilities	\$9,967.16	\$30,843.48	\$40,810.64
<u>Net Assets</u>			
Net Assets - General Government	\$8,096.50		\$8,096.50
Current Year Net Assets - General Government	(15,748.23)		(15,748.23)
			\$0.00
Current Year Net Assets, 270		(29,923.73)	(\$29,923.73)
Total Net Assets	(\$7,651.73)	(\$29,923.73)	(\$37,575.46)
Total Liabilities and Net Assets	\$2,315.43	\$919.75	\$3,235.18

Sunbridge Stewardship District
Budget to Actual
For the Month Ending 12/31/2019

	Year To Date			FY 2020 Adopted Budget
	Actual	Budget	Variance	
<u>Revenues</u>				
Developer Contributions	\$ -	\$ 44,550.00	\$ (44,550.00)	\$ 178,200.00
Net Revenues	\$ -	\$ 44,550.00	\$ (44,550.00)	\$ 178,200.00
<u>General & Administrative Expenses</u>				
D&O Insurance	\$ 2,306.00	\$ 618.75	\$ 1,687.25	\$ 2,475.00
Trustee Services	-	1,500.00	(1,500.00)	6,000.00
Management	7,916.67	12,500.01	(4,583.34)	50,000.00
Engineering	-	3,000.00	(3,000.00)	12,000.00
Dissemination Agent	-	1,250.01	(1,250.01)	5,000.00
District Counsel	1,601.05	6,249.99	(4,648.94)	25,000.00
Reamortization Schedules	-	31.26	(31.26)	125.00
Audit	-	1,500.00	(1,500.00)	6,000.00
Travel and Per Diem	-	125.01	(125.01)	500.00
Telephone	-	50.01	(50.01)	200.00
Postage & Shipping	-	75.00	(75.00)	300.00
Copies	-	125.01	(125.01)	500.00
Legal Advertising	730.51	2,000.01	(1,269.50)	8,000.00
Web Site Maintenance	200.00	600.00	(400.00)	2,400.00
Dues, Licenses, and Fees	175.00	50.01	124.99	200.00
General Insurance	2,819.00	756.24	2,062.76	3,025.00
Landscaping Maintenance & Material	-	12,500.01	(12,500.01)	50,000.00
Contingency	-	1,618.68	(1,618.68)	6,475.00
Total General & Administrative Expenses	\$ 15,748.23	\$ 44,550.00	\$ (28,801.77)	\$ 178,200.00
Total Expenses	\$ 15,748.23	\$ 44,550.00	\$ (28,801.77)	\$ 178,200.00
Net Income (Loss)	\$ (15,748.23)	\$ -	\$ (15,748.23)	\$ -