

EPPERSON RANCH COMMUNITY DEVELOPMENT DISTRICT

***Agenda Package
Regular Meeting***

***Monday
October 5, 2026
6:00 p.m.***

***Meeting Location:
The WaterGrass Club
32711 Windelstraw Drive
Wesley Chapel, FL 33545***

Note: The Agenda Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval, or adoption.

Epperson Ranch Community Development District

250 International Parkway, Suite 208
Lake Mary, FL 32746
321-263-0132

Board of Supervisors
Epperson Ranch Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Epperson Ranch Community Development District is scheduled for **Monday, October 5, 2026, at 6:00 p.m.** at the **WaterGrass Club**, located at **32711 Windelstraw Drive, Wesley Chapel, Florida, 33545.**

An advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

Should you have any questions regarding the agenda, please contact me at (321) 263-0132 X-536 or hbeckett@vestapropertyservices.com. We look forward to seeing you at the meeting.

Sincerely,

Heath Beckett

Heath Beckett
District Manager

Cc: Attorney
Engineer
Field Services Manager
District Records

Epperson Ranch Community Development District

Board of Supervisors

Dawn Curran-Tubb, Chairman
Christy Bartels, Vice Chairman
Harl Page, Assistant Supervisor
Cherdonna Epps-Gardner, Assistant Supervisor

Staff

Heath Beckett, District Manager
Michael Eckert, District Counsel
Greg Woodcock, District Engineer
Michael Bush, Field Services

Meeting Agenda October 5, 2026, 6:00 p.m.

Call-in Number: +1 (904) 348-0776

Meeting ID: 684 257 747#

1. **Call to Order/Roll Call**
2. **Audience Comments** – *(limited to 3 minutes per individual for agenda items)*
3. **Landscape & Irrigation Maintenance RFP**
 - A. Presentation of Project Manual (with Addendums #1-3)
 - Evaluation Sheet
 - B. Vendor Proposals *(under separate cover)*
 - Bid Tabulation
 - ASI
 - RedTree
 - Green 4 Us
 - JNR Landscape
 - United Land Services
 - Juniper
 - Russell Landscape Group
4. **Public Hearings**
 - A. Gate Access Rules & Rates
 - Open the Public Hearing

[Exhibit 1](#)

[Exhibit 1A](#)

[Exhibit 2](#)

- Discussion of Schedule of RFID Sticker Rates [Exhibit 3](#)
 - Public Comments
 - Close the Public Hearing
- B. Consideration & Adoption of **Resolution 2027-01**, Adopting Rules and Rates Related to Gate Access [Exhibit 4](#)
- C. Rules of Procedure
 - Open the Public Hearing
 - Presentation of Revised Rules of Procedure [Exhibit 5](#)
 - Public Comments
 - Close the Public Hearing
- 5. **Vendor Reports – Questions from Board Members Only**
 - A. Steadfast Alliance
 - September Waterway Inspection Report [Exhibit 6](#)
 - B. Juniper
- 6. **Staff Reports – Questions from Board Members Only**
 - A. District Counsel
 - B. District Engineer
 - C. Field Services Manager [Exhibit 7](#)
 - Skoops Poop Pet Station Report (dated 9/6, 9/13, 9/20, 9/27) [Exhibit 8](#)
 - D. District Manager [Exhibit 9](#)
 - Presentation and Discussion of Mach Form Comments (updated as of September 25)
- 7. **Consent Agenda**
 - A. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held on September 10, 2026 [Exhibit 10](#)
 - B. Consideration for Acceptance – The August 2026 Unaudited Financial Statements [Exhibit 11](#)
- 8. **Business Items**
 - A. Consideration of Steadfast Proposal to Repair Pond #14 Outfall Skimmer Plates - \$1,200.00 [Exhibit 12](#)
- 9. **Discussion Topics**
- 10. **Supervisors' Requests**
- 11. **Audience Comments** (limited to 3 minutes per individual for non-agenda items)

12. Action Items Summary

13. Next Meeting Quorum Check: November 11, 2026 at 6:00 p.m. at the WaterGrass Club, 32711 Windelstraw Drive, Wesley Chapel, FL 33545 - (November 2 unavailable)

Christy Bartels	☐ IN PERSON	☐ REMOTE	☐ No
[VACANT]	☐ IN PERSON	☐ REMOTE	☐ No
Harl Page	☐ IN PERSON	☐ REMOTE	☐ No
Dawn Curran-Tubb	☐ IN PERSON	☐ REMOTE	☐ No
Cherdonna Epps-Gardner	☐ IN PERSON	☐ REMOTE	☐ No

14. Adjournment

EXHIBIT 1

**PROJECT MANUAL
FOR
LANDSCAPE AND IRRIGATION
MAINTENANCE SERVICES**

**EPPERSON RANCH COMMUNITY DEVELOPMENT
DISTRICT
Pasco County, Florida**

August 1, 2026

TABLE OF CONTENTS

	Page #
1. Request for Proposals	1
2. Instructions to Proposers	3
3. Evaluation Criteria	7
4. Acknowledgment of Receipt of Documents and Proposal Signature Form	8
5. Price Proposal Form	10
6. Contractor's Qualification Statement	12
7. Form of Landscape and Irrigation Maintenance Services Agreement	30
8. Detailed Specifications and Unit Prices	41
9. Service Map	54

**REQUEST FOR PROPOSALS
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES FOR
EPPERSON RANCH COMMUNITY DEVELOPMENT DISTRICT**

**Notice of Special Meeting to Open Proposals
Pasco County, Florida**

Notice is hereby given that the **Epperson Ranch Community Development District** ("District") will accept proposals from qualified firms interested in providing landscape and irrigation maintenance services, as more specifically set forth in the Project Manual. To be eligible to submit a proposal, and in addition to any other requirements set forth in the Project Manual, an interested firm must hold all required local, state, and federal licenses in good standing and be authorized to do business in Pasco County and the State of Florida.

The Project Manual, including contract documents, project scope, and any technical specifications, will be available for public inspection and may be obtained beginning Monday, August 17, 2026, at 9:00 a.m. (EST), by emailing the District Manager Heath Beckett, at hbeckett@vestapropertyservices.com, **AND** District Administrator Christian Dimaculangan at cdimaculangan@vestapropertyservices.com.

A mandatory pre-proposal conference will be held on Tuesday, September 1, 2026, at 4:30 p.m. (EST) at the Hilton Garden Inn Wesley Chapel, 26640 Silver Maple Parkway, Wesley Chapel, Florida. Failure to attend may preclude a Proposer from responding to this Request for Proposals. **The District reserves the right, in its sole discretion, to make changes to the Project Manual up and until the time of the bid opening, and to provide notice of such changes only to those proposers who have indicated their intent to bid by attending the pre-proposal conference (described herein) and registering at that meeting.**

Firms desiring to provide services for this project must submit one (1) original and one (1) digital PDF copy of the proposal forms no later than 12:00 p.m. (EST), on Monday, September 21, 2026, to the Epperson Ranch Community Development District, c/o Vesta District Services, located at 250 International Parkway, Suite 208, Lake Mary, FL 32746, Attn: Heath Beckett. Additionally, each Proposer shall supply a bid bond, or cashier's check, made payable to the District and in the sum equal to five percent (5%) of the total amount of the bid with its proposal. Proposals shall be submitted in an opaque sealed package, shall bear the name of the proposer on the outside of the package, and shall clearly identify the project. Proposals will be publicly opened at the time and date stipulated above; those received after the time and date stipulated above will be returned un-opened to the proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Ranking of proposals will be made on the basis of qualifications according to the Evaluation Criteria contained within the Project Manual. The District has the right to reject any and all proposals and waive any technical errors, informalities, or irregularities if it determines, in its discretion, it is in its best interest to do so. Any and all questions relative to this project shall be directed in writing to hbeckett@vestapropertyservices.com **AND** cdimaculangan@vestapropertyservices.com, and carbon copy Michael Eckert at Michael.Eckert@kutakrock.com.

All proposals will be publicly opened at a meeting of the District to be held on **Wednesday, September 23, 2026, at 3:00 p.m. (EST)**, at the WaterGrass Club, located at 32711 Windelstraw Drive, Wesley Chapel, Florida 33545. Proposals will be publicly opened at that time and place, with Proposer names and total pricing announced at that time, provided that Proposals may be maintained on a confidential basis to the extent permitted by Florida law. No decisions of the District will be made at that time. A copy of the agenda for the meeting can be obtained from the District Office located at 250 International Parkway, Suite 208, Lake Mary, FL 32746 or by phone at (321) 263-0132.

Any protest of the Project Manual, including, but not limited to, the terms and specifications, must be filed with the District within seventy-two (72) hours (excluding Saturdays, Sundays and state holidays) after, 2026 at .m. (EST), together with a protest bond in a form acceptable to the District and in the amount of \$20,000.00. 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. Failure to timely file a protest, or failure to timely post a protest bond, will result in a waiver of proceedings under Chapter 190, *Florida Statutes*, and other law. Additional requirements for filing a protest can be found in the District's Rules of Procedure, which are available upon request.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. There may be occasions when one or more Board Supervisors or staff members will participate by telephone. At the above location will be present a speaker telephone so that any Board Supervisor or staff member can attend the meeting and be fully informed of the discussions taking place, either in person or by telephone communication. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

Any person requiring special accommodations to participate in this meeting is asked to advise the District Office located at 250 International Parkway, Suite 208, Lake Mary, FL 32746, Attn: Heath Beckett, at least 48 hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

Epperson Ranch Community Development District
Heath Beckett, District Manager

EPPERSON RANCH COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS

Landscape and Irrigation Maintenance Pasco County, Florida

Instructions to Proposers

SECTION 1. DUE DATE. Sealed proposals must be received no later than **12:00 p.m. (EST)** on **Monday, September 21, 2026**, at the office of the Epperson Ranch Community Development District, c/o Vesta District Services, located at 250 International Parkway, Suite 208, Lake Mary, FL 32746, Attn: Heath Beckett. Proposals will be publicly opened at **3:00 p.m. (EST)** on **Wednesday, September 23, 2026**, at the WaterGrass Club, located at 32711 Windelstraw Drive, Wesley Chapel, Florida.

SECTION 2. SIGNATURE ON PROPOSAL. In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Proposer must correctly sign the Acknowledgment of Receipt of Documents and Proposal Signature Form attached hereto. If an individual makes the proposal, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his or her authority to do so.

SECTION 3. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances, and regulations.

SECTION 4. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

SECTION 5. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 6. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing only to Heath Beckett, Epperson Ranch Community Development District, c/o Vesta District Services, located at 250 International Parkway, Suite 208, Lake Mary, FL 32746 and carbon copy to Michael Eckert at Michael.Eckert@kutakrock.com. Interpretations or clarifications considered necessary in response

to such questions will be issued by Addenda, faxed, mailed, or otherwise delivered to all parties recorded as having received the Project Manual. Questions received less than seven (7) days prior to the date of opening of proposals may not be answered. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

SECTION 7. SUBMISSION OF PROPOSAL. Submit one (1) original and one (1) digital PDF copy of the proposal forms, along with other requested attachments, at the time and place indicated above, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation “RESPONSE TO REQUEST FOR PROPOSALS (EPPERSON RANCH COMMUNITY DEVELOPMENT DISTRICT – LANDSCAPE AND IRRIGATION MAINTENANCE) ENCLOSED” on the face of it.

SECTION 8. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 9. PROJECT MANUAL. The Project Manual will be available beginning **Monday, August 17, 2026, at 9:00 a.m. (EST)**, by emailing hbeckett@vestapropertyservices.com, and cdimaculangan@vestapropertyservices.com.

SECTION 10. PRE-PROPOSAL CONFERENCE. A mandatory pre-proposal conference will be held on Tuesday, September 1, 2026, at 4:30 p.m. (EST) at the Hilton Garden Inn Wesley Chapel, 26640 Silver Maple Parkway, Wesley Chapel, Florida. Proposers are encouraged to make on-site visits to the area for which services are required in order to gain an understanding of the scope of the area to be served. The Proposer is assumed to be familiar with the area and any natural features that will in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility.

SECTION 11. PROPOSAL FORMS. All blanks on the proposal forms must be completed in ink or typewritten. The proposal shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Acknowledgement of Receipt of Documents and Proposal Signature Form). In making its proposal, each Proposer represents that it has read and understands the Project Manual and that the proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. Proposer shall provide in the proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping and irrigation plans and technical specifications. The Proposer, in accordance with the Project Manual, shall provide the quantities and unit costs for landscaping materials.

SECTION 12. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, request clarifications, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 13. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, or within such approved extended time as the District may grant, the Proposer shall enter into and execute the Contract in substantially the form included in the Project Manual. As part of the Contract negotiations with the District, the Proposer may be asked to provide a safety plan or its best practices policy regarding safety protocols for heavy traffic, school zones, and others.

SECTION 14. INSURANCE. All Proposers shall include as part of their proposal a current Certificate of Insurance detailing the company's insurance coverage. In the event the Proposer is notified of award, it shall provide proof of the Insurance Coverage identifying the District, its supervisors, staff, agents, and consultants as additional insureds, as stated in the Contract form provided herein, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

SECTION 15. INDEMNIFICATION. The successful Proposer shall fully indemnify, defend, and hold harmless the District from and against all claims, damages, costs, and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the Contract form, provided herein.

SECTION 16. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute or law.

SECTION 17. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the Project Manual:

- A. A narrative description of the Proposer's approach to providing the services as described in the Detailed Specifications provided herein.
- B. Completed price proposal (form attached).
- C. List position or title and corporate responsibilities of key management or supervisory personnel. For each person listed include a resume, list years of experience in current position, and list years of related experience.
- D. Describe proposed staffing levels. Include information on current operations, administrative, maintenance, and management staffing of both a professional and technical nature, including resumes for staff at or above the Project Manager level.
- E. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address, and phone number of a contact person.

- F. A copy of its insurance certificate indicating the types of coverage and limits for general and automobile liability insurance, and worker's compensation insurance, including employer liability.
- G. Completed copies of all other forms included within the Project Manual.

SECTION 18. PROTESTS. Any protest regarding the Project Manual, including specifications or other requirements contained in the Request for Proposal, must be filed in writing, within seventy-two (72) hours after the receipt of the proposed project plans and specifications or other contract documents at the offices of the Epperson Ranch Community Development District, c/o Vesta District Services, located at 250 International Parkway, Suite 208, Lake Mary, FL 32746, Attention: Heath Beckett. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents.

SECTION 19. EVALUATION OF PROPOSALS. The proposals shall be ranked based on District's evaluation of the responsive and responsible Proposer that is most advantageous to the District. The criteria to be used in the evaluation are presented in the Evaluation Criteria sheet, contained within this Project Manual.

EPPERSON RANCH COMMUNITY DEVELOPMENT DISTRICT

**REQUEST FOR PROPOSAL
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

EVALUATION CRITERIA

1. Personnel (25 points)

(E.g., geographic locations of the firm's headquarters or office in relation to the project; adequacy and capabilities of key personnel, including the project manager and field supervisor; present ability to manage this project; evaluation of existing workload; proposed staffing levels, etc.)

2. Experience (25 points)

(E.g., past record and experience of the respondent in similar projects; volume of work, area of coverage, previously awarded to the firm; past performance for other community development districts in other contracts; character, integrity, and reputation of respondent, etc.)

3. Understanding of Scope of Work (20 points)

Does the proposal demonstrate an understanding of the District's needs for the services requested?

4. Price (30 total points)

Points available for price will be allocated as follows:

20 points will be awarded to the Proposer submitting the lowest total cost for completing the work. All other proposals will receive a percentage of this amount based upon the difference between that Proposer's price and the low price.

10 points are allocated for the reasonableness of unit prices and quantities.

EPPERSON RANCH COMMUNITY DEVELOPMENT DISTRICT

**ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS
AND PROPOSAL SIGNATURE FORM**

This Proposal for landscape and irrigation maintenance services has been submitted on this ____ day of _____, 2026, by _____ [company] whose business address is _____, telephone number is _____, fax number is _____, and electronic mail address is _____.

The undersigned acknowledges, by the below execution of this proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. Proposer agrees through submission of this Proposal to honor all pricing information ninety (90) days from the date of the Proposal opening, and if awarded the contract on the basis of this Proposal, to enter into and execute the services contract in substantially the form included in the proposal documents.

Proposer understands that inclusion of false, deceptive, or fraudulent statements on this proposal constitutes fraud; and, that Epperson Ranch Community Development District (the "District") considers such action on the part of the Proposer to constitute good cause for denial, suspension, or revocation of a proposal for work for the District.

Furthermore, the undersigned acknowledges receipt of the following addenda, the provisions of which have been included in this Request for Proposal.

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

The undersigned hereby authorize(s) and request(s) any person, firm, or corporation to furnish any pertinent information requested by the District, or their authorized agents, deemed necessary to verify the statements made in this proposal or attachments hereto, or regarding the ability, standing, and general reputation of the Proposer.

Name of Organization

By: _____

This ____ day of _____, 2026

By: _____
Name and Title of Person Signing

(Apply Corporate Seal if filing as a Corporation)

State of Incorporation: _____

State of _____)

County of _____)

The foregoing instrument was acknowledged before me ____ by means of physical presence or ____ online notarization this ____ day of _____, 2026, by _____, of the _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

(Signature of Notary Public)

(Typed name of Notary Public)
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

EPPERSON RANCH COMMUNITY DEVELOPMENT DISTRICT
PRICE PROPOSAL FORM FOR
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

TO BE SUBMITTED TO:

Epperson Ranch Community Development District
Attention: Heath Beckett
c/o Vesta District Services
250 International Parkway, Suite 208
Lake Mary, FL 32746
on or before 12:00 p.m. (EST), September 21, 2026

TO: Epperson Ranch Community Development District

FROM: _____
(Contractor)

In accordance with the Request for Proposals for Landscape and Irrigation Maintenance Services for Epperson Ranch Community Development District, the undersigned proposes to conduct all Work necessary to provide complete Maintenance Operations as described in the Detailed Specifications and Maintenance Map.

All Proposals shall be in accordance with the project manual.

EPPERSON RANCH COMMUNITY DEVELOPMENT DISTRICT

**LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY**

Proposer Name: _____

Basic Services

Total lump sum for all services covered in Request for Proposal:

Proposed Lump Sum:	Monthly	Annual Total
Year 1	_____	_____
Year 2	_____	_____
Year 3	_____	_____

The fee amount shall be based on the following schedule of values and other reasonable costs.

Additional Services

Additional services that may be required will be based on the scope of work provided by the District Representative.

Fee(s) for additional service(s) shall be an amount agreed upon by the District Representative and the Contractor.

**EPPERSON RANCH
COMMUNITY DEVELOPMENT DISTRICT**

**CONTRACTOR'S QUALIFICATION STATEMENT
Landscape and Irrigation Maintenance Services**

Contractor

TABLE OF CONTENTS

CONTRACTOR QUALIFICATION STATEMENT

CORPORATE OFFICERS

SUPERVISORY PERSONNEL

COMPANY OWNED MAJOR EQUIPMENT

STATUS OF CONTRACTS ON HAND

ALL PROJECTS PROPOSER COMPLETED IN LAST TWO YEARS

AFFIDAVIT FOR INDIVIDUAL

AFFIDAVIT FOR PARTNERSHIP

AFFIDAVIT FOR CORPORATION

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

FORM OF AGREEMENT

DETAILED SPECIFICATIONS / SCOPE OF SERVICES

PROPOSAL SUMMARIES BY LANDSCAPE AREA

PROPOSED UNIT PRICES

SERVICE AREA/MAINTENANCE MAP

1st Contract Name_____ Title_____

2nd Contact Name _____ Title _____

6. Is the Proposer incorporated in the State of Florida? yes () no ()

6.1 If yes, provide the following:

o Is the Company in good standing with the Florida Department of State, Division of Corporations? yes () no ()

If no, please explain _____

o Date incorporated _____ FEI/EIN No. _____

6.2 If no, provide the following:

o The State with whom the Proposer company is incorporated? _____

o Is the company in good standing with the State? yes () no ()

In no, please explain _____

o Date incorporated _____ FEI/EIN No. _____

o Is the Proposer company authorized to do business in the State of Florida? yes () no ()

7. Is the Proposer company a registered or licensed contractor with the State of Florida? yes () no ()

7.1 If yes, provide the following:

o Type of registration (i.e. certified general contractor, certified electrical contractor, etc.) _____

o License No. _____ Expiration Date _____

o Qualifying individual _____ Title _____

o List company(s) currently qualified under this license _____

7.2 Is the Proposer company a registered or licensed Contractor with Pasco County?
yes () no ()

7.3 Has the Proposer company performed work for a community development district previously? yes () no ()

7.4 Does the Proposer have current plans to change its corporate structure or anticipate a change in ownership in the next three (3) months? yes () no ()

8. List the Proposer's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year (2025*)_____, (2024)_____, (2023)_____.
*estimate acceptable

9. What are the Proposer's current insurance limits?

General Liability \$ _____
Automobile Liability \$ _____
Workers Compensation \$ _____
Expiration Date _____

10. Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past two years? yes () no ()

If yes, please describe each violation, fine, and resolution _____

11. Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s)? Yes _____ No _____ If so, state the name(s) of the company(ies) _____

the state(s) where barred or suspended _____
state the period(s) of debarment or suspension _____

12. What is the landscape maintenance experience of the proposed superintendent and project manager?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	MAGNITUDE AND TYPE OF WORK	YEARS OF LANDSCAPE MAINTENANCE EXPERIENCE	YEARS WITH FIRM	IN WHAT CAPACITY?

13. Has the Proposer ever failed to complete any work awarded to it or for which it was under contract to perform? Yes _____ No _____ If so, where and why? _____

14. Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to complete a landscape maintenance contract?
Yes _____ No _____ If so, state name of individual, other organization and reason therefore. _____

15. List the case caption, case number, and court for any and all litigation to which the Proposer has been a party in the last five (5) years. If none, please indicate by writing "none." _____

16. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? _____
If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof. _____

17. Within the past five (5) years, has the Proposer failed to complete a project within the scheduled contract time? _____
If so, discuss the circumstances surrounding such failure to complete a project on time as well as the date thereof. _____

18. Please state whether or not the Proposer has completed background checks on all of its employees who will or may be providing services at the Epperson Ranch Community Development District? Yes _____ No _____ If no, please state the date by which the Proposer will assure to the District the completion of such background check.

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Epperson Ranch Community Development District or its authorized agents, deemed necessary to verify the statements made in this document or documents attached hereto, or necessary to determine whether the Epperson Ranch Community Development District should qualify the Proposer for proposing on its landscape and irrigation maintenance project, including such matters as the Proposer's ability, standing, integrity, quality of performance, efficiency and general reputation

Name of Proposer

By: _____

[Type Name and Title of Person Signing]

This ____ day of _____, 2026.

(Corporate Seal)

STATE OF _____)
COUNTY OF _____)

Sworn to and subscribed before me this _____ day of _____, 2026, by _____
_____ of the _____.

(Official Notary Signature & Seal)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

CORPORATE OFFICERS

Company Name _____

Date _____

Provide the following information for Officers of the Proposer and parent company, if any.

NAME FOR PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
FOR PARENT COMPANY (if applicable)			

SUPERVISORY PERSONNEL

Company Name_____

Date_____

What is the experience of the key management and supervisory personnel of the Proposer for both administration as well as operations?
(Attach resumes of key personnel here)

INDIVIDUAL'S NAME	PRESENT TITLE	DESCRIPTION OF DIRECT JOB RESPONSIBILITIES	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE

COMPANY OWNED MAJOR EQUIPMENT
(Attach additional sheets if necessary)

Company Name_____

Date_____

QUANTITY	DESCRIPTION	CAPACITY	NO. LOCATED IN	
			FLORIDA	OTHER

STATUS OF CONTRACTS ON HAND
(Attach additional sheets if necessary)

Company Name_____

Date_____

Furnish requested information about all of Proposer's active contracts, whether as prime or subcontracts; whether in progress or awarded but not yet started; and regardless of with whom contracted. All amounts to be shown to nearest \$1,000. Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of total active contracts and in total do not exceed 20% of the active total contracts.

				Proposer's Uncompleted Amount as of this Date		Completion Date		
Owner, Location and Description of Project	Current Contract Amount as Prime	Current Contract Amount as Subcontractor	Current Amount Sublet to Others	As Prime Contractor	As Subcontractor	Original Contract Date	Approved Revised Date	Current Estimate Date
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
Subtotal Uncompleted Work				\$	\$			
Total Uncompleted Work on Hand				\$				

PROJECTS PROPOSER COMPLETED IN THE LAST TWO YEARS

Company Name_____

Date_____

List all projects completed in the last two years for which the contract value individually exceeded 3% of the Proposer's annual total work completed for the year the project was started. Include in the list projects that were started earlier than two years but were completed within the last two years.

Project Name/Location	Final Contract Amount	Prime or Sub ¹	Classification of Work Performed	Year Started/ Completed	Owner Name/Location ²	Name & Phone Number of Owner's Representative on this Project ³

¹ 'Prime or Sub' should indicate whether Proposer performed the work as a prime contractor or as a subcontractor.

² 'Owner Name/Location' should indicate the Owner of the project if the Proposer performed the work as a prime contractor or the general contractor if the Proposer performed the work as a subcontractor.

³ 'Name & Phone Number of Owner's Representative on this Project' should list a reference from the business entity listed in the previous column familiar with Proposer's contract performance.

AFFIDAVIT FOR INDIVIDUAL

State of _____ ss:

County of _____

_____, being duly sworn, deposes and says that the statements and answers to the questions concerning experience contained herein are correct and true as of this date; and that he/she understands that intentional inclusion of false, deceptive, or fraudulent statements on this statement constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

(Proposer must also sign here)

Sworn to and subscribed before me this _____ day of _____, 2026, by _____.

(Official Notary Signature & Seal)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

AFFIDAVIT FOR PARTNERSHIP

State of _____ SS:

County of _____

_____, is a member of the firm of _____, being duly sworn, deposes and says that the statements and answers to the questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive, or fraudulent statements on this statement constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

(Signature of a General Partner is Required)

Sworn to and subscribed before me this _____ day of _____, 2026, by _____.

(Official Notary Signature & Seal)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

AFFIDAVIT FOR CORPORATION

State of _____ SS:

County of _____

(title) _____
of the _____

(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the questions in the foregoing concerning experience are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive, or fraudulent statements in this statement constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejection of Proposer's proposal.

(CORPORATE SEAL)

(Officer must also sign here)

Sworn to and subscribed before me this _____ day of _____, 2026, by _____
_____ of the _____.

(Official Notary Signature & Seal)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Epperson Ranch Community Development District.
2. This sworn statement is submitted by _____
[Print Name of Entity Submitting Sworn Statement]
whose business address is _____
and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is _____ and my relationship to the
entity named above is _____.
4. I understand that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, means a violation of any State or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in section 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or,
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another

person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in section 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

_____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list.

(Please describe any action taken by or pending with the Florida Department of Management Services.)

(Name of individual signing)

Date: _____

STATE OF _____)
COUNTY OF _____)

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
_____ who, after first being sworn by me, affixed his/her signature in the
(Name of individual signing)
space provided above on this _____ day of _____ 2026.

(Official Notary Signature & Seal)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

FORM OF AGREEMENT

LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT BY AND BETWEEN EPPERSON RANCH COMMUNITY DEVELOPMENT DISTRICT AND _____

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2026, with an effective date of _____, 2026, by and between:

EPPERSON RANCH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to chapter 190, *Florida Statutes*, located in Pasco County, Florida, whose address is 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (“District”), and

_____, whose address is _____
 (“Contractor” and, together with the District, the “Parties”).

RECITALS

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

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District; and

WHEREAS, Contractor submitted a Price Proposal Form, attached hereto as **Exhibit A** and incorporated herein by reference (“Price Quotation”), and represents that it is qualified to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

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

2. DESCRIPTION OF WORK AND SERVICES.

- A.** The District desires that the Contractor provide professional landscape and irrigation maintenance services within presently accepted standards. Upon all parties executing this Agreement, the Contractor shall provide the District with the specific services as set forth in this Agreement and attached Exhibits.
- B.** While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible

for coordinating, expediting, and controlling all aspects to assure completion of the services.

- C. The Contractor shall provide the specific professional services as shown in Section 3 of this Agreement.

3. SCOPE OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES. The duties, obligations, and responsibilities of the Contractor are those described in the Scope of Services attached hereto as **Exhibit B** in the designated areas as shown in the maintenance map attached hereto as **Exhibit C**. Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations, and responsibilities are met to the satisfaction of the District. Attached Exhibits are intended to clarify the Price Quotation and Scope of Services to be provided herein; to the extent that any other provisions of the Exhibits conflict with the provisions of this Agreement, this Agreement shall control.

4. MANNER OF CONTRACTOR'S PERFORMANCE. Contractor agrees, as an independent contractor, to undertake work and/or perform or have performed such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, and interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

(1) The District hereby designates the District Manager, Field Operations Manager, and the General Manager to act as its representatives.

(2) The Contractor agrees to meet with the District's representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. In the event that time is lost due to heavy rains (“Rain Days”), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services within one (1) week of any such Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days, but shall not provide services on Sundays. Contractor shall coordinate with the District representatives to timely complete all such services.

E. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor’s activities and work within twenty-four (24) hours. Contractor further understands and acknowledges that there are school children who may be traversing to and from school during regular school hours. Contractor shall use all due care to protect the safety of school children who may be traversing to and from school, while Contractor is still on-site and performing the services herein, by being cognizant of their presence and prioritizing their safety.

5. COMPENSATION; TERM.

A. As compensation for services described in this Agreement, the District agrees to pay Contractor the following amounts:

i. twelve (12) monthly payments of _____ Dollars and _____ Cents (\$_____) for a total of _____ Dollars (\$_____) for Fiscal Year 2026-2027;

ii. twelve (12) monthly payments of _____ Dollars and _____ Cents (\$_____) for an annual total of _____ Dollars (\$_____) for Fiscal Year 2027-2028; and

iii. twelve (12) monthly payments of _____ Dollars and _____ Cents (\$_____) for an annual total of _____ Dollars (\$_____) for Fiscal Year 2028-2029.

B. Work shall commence on _____, 2026, and end _____, 2029, unless terminated earlier in accordance with Section 14 below.

C. If the District should desire additional work or services, or to add additional lands to be maintained, or Contractor has recommended repairs or additional work not within the scope of this Agreement, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. Contractor shall not provide such additional services until such agreement is evidenced in writing. Fees for any additional services shall be calculated based on the attached Price Quotation, or, if not identified, as negotiated between the District and the Contractor and agreed upon in writing.

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

D. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within forty-five (45) days of receipt by the District or otherwise in accordance with Florida Prompt Payment Act. Each monthly invoice shall include such supporting information as the District may reasonably require the Contractor to provide.

6. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

- 1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- 2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - i.** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- 3)** Employer's Liability Coverage with limits of at least One Million Dollars (\$1,000,000) per accident or disease.
- 4)** Automobile Liability Insurance for bodily injuries in limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants, and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right, but not the obligation, to secure such required insurance, in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

7. INDEMNIFICATION.

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

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

8. BACKGROUND CHECKS. The Contractor shall conduct background checks on any and all of its employees who will or may be providing landscape and irrigation maintenance services at the District. Contractor shall provide proof of same, if requested by the District.

9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an

alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

10. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

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

12. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

13. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

14. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing sixty (60) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered

up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor.

15. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such written approval shall be void.

17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

19. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.

21. 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 Contractor.

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

23. 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 the District: Epperson Ranch Community Development District
250 International Parkway, Suite 208
Lake Mary, Florida 32746
Attn: Heath Beckett

with a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: Michael C. Eckert

B. If to the Contractor: _____

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

24. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor 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 Contractor 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 Contractor and their respective representatives, successors, and assigns.

25. 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. The exclusive venue for any action arising hereunder shall be in a court of appropriate jurisdiction in and for Pasco County, Florida.

26. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 263-0132, HBECKETT@VESTAPROPERTYSERVICES.COM, OR 250 INTERNATIONAL PKWY, SUITE 208, LAKE MARY, FLORIDA 32746.

27. 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.

28. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

29. 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.

30. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of

Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

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

32. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.

33. ANTI-HUMAN TRAFFICKING STATEMENT. The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.

[Signatures on next page]

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

ATTEST:

**EPPERSON RANCH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

By: _____

Print Name: _____

By: _____

Its: _____

Exhibit A: Price Quotation
Exhibit B: Scope of Services
Exhibit C: Maintenance Map

Exhibit A
Price Quotation

Exhibit B
Scope of Services
for Landscape and Irrigation Maintenance

1. TURF MAINTENANCE

A. Mowing

All turf areas shall be mowed as needed so that no more than one-third (1/3) of the leaf blades are removed per mowing. Mowing shall be with a reel, rotary, or mulching mower, whichever is appropriate for turf species. Mowing speed will be set at manufacturer recommended pace, not at full throttle speed. Mower blades will be sharp at all times to provide a quality cut. Mowing height will be according to grass type and variety. Recommended turf heights after mowing is three-quarter (3/4) inches to one and one-half (1-1/2") inches for Bermuda turf, and three (3") to four (4") inches for St. Augustine Floratam or 'Bitter Blue'. Bahia turf shall be three (3") to three and one-half (3 1/2") inches after mowing. Clippings will be left on the lawn as long as no readily visible clumps remain on the grass surface thirty-six (36) hours after mowing. Otherwise, large clumps of clippings will be collected and removed by the Contractor. In the case of fungal disease outbreaks, clippings will be collected until the disease is controlled.

After each mowing operation, the Contractor shall use a weed-eater or similar machine to trim grass that cannot be mowed with large machinery.

Frequency: St. Augustine grass will be mowed weekly March 1 through October 31 and every other week November 1 through February 28. Bahia turf grass will be mowed weekly May through September and every other week October through April.

- i. All walkways, porches, parking areas, and curbs will be blown clean of any debris created from service following each mowing.
- ii. Mowing speed will be set at manufacturer recommended pace, not at full throttle speed.

B. Edging

Contractor shall be responsible for edging all curbs, walkways and turf bed lines with a metal blade edger. All completed edges will have a perpendicular appearance between turf and hard surfaces, and turf and bed lines. An angled or beveled appearance of hard surfaces or bed lines is unacceptable. Weed eaters are not to be used in edging. Tree rings and plant beds and all buildings, sidewalks, fences, walls, driveways, parking courts, and other surfaced areas bordered by turf will be edged at every mowing. Turf around irrigation heads will be trimmed so as to not interfere with or intercept water output. Isolated trees and shrubs growing in lawn areas will require mulched areas around them (three feet minimum diameter) to avoid bark injury from mowers and to reduce root competition from grass. Contractor will clean all clippings from sidewalks, curbs, and roadways immediately after mowing and/or edging. Clippings will not be swept, blown or otherwise disposed of in storm sewer drains. Blowers will be used to clean sidewalks, curbs, and streets of organic material caused by mowing and edging.

Frequency: Weekly during growing season and as needed to keep within growing heights during off-season.

- i. All curbs, parking areas and sidewalks will be edged in conjunction with mowing schedule. Planting areas will be edged on a bi-weekly basis in growing season and at least once per month November through March.
- ii. Walls, posts, signs, valve boxes, transformers, utility boxes and other above-ground appurtenances shall be line trimmed in conjunction with mowing schedule even with mowed grass. Line trimming and edging will be accomplished without damaging any trees, shrubs or sprinklers.

C. Fertilization/pH Adjustment

Contractor shall have full responsibilities of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous turf. The Contractor shall take soil samples in at least three turf areas and one landscaped bed throughout the property to determine the pH level and any nutritional deficiency within thirty (30) days of the commencement of the landscape maintenance contract, and then at least once per year in January prior to springtime fertilization. Larger properties or properties with variable soil types may require additional soil samples. Soil samples shall be analyzed by a soil fertility laboratory to evaluate soil conditions for "soil fertility", including but not limited to pH, lime requirement, phosphorus (P), potassium (K), calcium (Ca), magnesium (Mg) and micro-nutrients. The testing laboratory shall be instructed to provide comments for improving soil fertility/pH for the turf crop. The procedure and cost of all soil or other testing analyses shall be the responsibility of the Contractor. Soil testing analysis results and comments shall be submitted to the District within a report comparing the results to prior year's results for comparison purposes.

The pH level should be between 6.5 and 7.0 for optimum growing conditions in turf. Add necessary soil amendments of sulfur to lower the pH or lime to raise the pH according to the soil testing laboratory recommendations.

Contractor shall be expected to apply any minor nutrients necessary to maintain a healthy turf. Turf shall be fertilized **four (4) times** per year in February, May, August, and November. Fertilizers shall be granular in composition and contain 30% to 50% of the nitrogen in slow or controlled release form. Fertilizer shall also contain magnesium and micro-nutrients (i.e. manganese, iron, zinc, copper, etc.). The amount of each nutrient to be applied to the turf at each frequency is to be determined by the recommendations of the soil testing laboratory.

Fertilizer will be swept off of walks and drives onto lawns and landscape beds. After fertilization, a minimum of one-fourth (1/4) inch of water will be applied by the Contractor.

Frequency: minimum of four times a year with additional applications as required based on field conditions or recommendation from soil fertility laboratory.

D. Fire Ant Control

During each maintenance visit, the Contractor shall monitor and treat ant mounds and nesting yellow jackets or other stinging insects throughout the property as required using a granular or drench method. Fire Ant mounds are to be removed and soil mounds leveled to

previous grade after Fire Ants have been killed. The Contractor shall remove and dispose of wasps, bees and other subterranean insects in plant materials, on the ground or on site structures/furnishings.

Frequency: As needed

E. Insect and Disease Control

Contractor shall be responsible for inspections of the entire property and treatment of any insect or disease related problems during each maintenance visit. Turf areas destroyed by insects and/or fungus shall be repaired with sod at Contractor's expense. The Contractor will inspect lawn areas at each visit for indication of pest problems. Upon confirmation of a specific problem requiring treatment, pesticides will be applied as needed on a spot treatment basis using the least toxic, effective pesticide. All spraying of pesticides will be performed when temperatures are below those recommended by the manufacturer and wind drift is negligible. Records shall be kept on locations where pests were identified and treatment(s) rendered for control.

All pesticides, insecticides, fertilizers, and any other products must be used in strict compliance with label and instructions. Applications must comply with all state and federal regulations. The specifications are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide label, the label instructions shall govern. MSDS (Manufacturer's Safety Data Sheets) signs shall be placed in visible locations prior to spray applications.

Frequency: As needed

F. Turf Weed Control

All turf is to be maintained to control and strive to eliminate weeds. The program will include pre-emergent, post emergent, and physical (hand pulling) weed control methods. Contractor shall provide to the District a report on the existing turf condition within thirty (30) days of beginning the maintenance contract. The report will assess the amount of weeds in the turf and provide a management plan to remove the weed species found. The management plan shall include a level of acceptable weed growth and a schedule of herbicide treatment required to reach the level of acceptable weed growth.

Frequency: As needed

G. Water

Contractor shall be responsible for monitoring the moisture levels in turf areas and reporting any problems, in writing, that may be present during the maintenance visit. Contractor shall be responsible for damage to items that were not reported to the District in writing and will be responsible for replacement of these items.

Contractor shall not be responsible for the hand watering of any turf area unless plant material is under additional warranty.

Frequency: As needed

H. Retention/Detention Ponds and Pond Banks

Bahia turf areas are to be mowed at a height of three to three- and one-half inches. Contractor shall notify the District of erosion along pond banks and provide written proposals for the repair of erosion.

Frequency: Bahia turf grass will be mowed 36 times a year, weekly May through September and every other week October through April.

2. SHRUB AND GROUND COVER MAINTENANCE

A. Pruning

All shrubs shall be hand pruned to remove dead and/or damaged wood to allow for natural development of plant material, and to create the effect intended by the District. Shrubs designated by the District to be shaped as a hedge will be pruned with mechanical or hand shears as needed to provide an informal shape, fullness, and bloom. Trim shrubs and hedges as necessary to maintain all appropriate safety indexes and to keep them looking neat and level as directed by the District. Pruning shall not create vertical sides to plants. Lower branches of shrubs shall be allowed contact with enough sun light for healthy growth. All branches, dead wood, cuttings shall be removed from the job site as the time of pruning and disposed at an approved brush site. All shrub areas damaged by pruning equipment shall be restored. Ground cover plants may need some cutting back to encourage lateral growth. The work area shall be left neat and clean after all trimming and pruning operations. All clippings and debris from pruning will be carted away at the time pruning takes place.

Pruning shall include the following items:

- i. Dead dying or unsightly parts of trees/shrub/ground cover
- ii. Sprouts growing at or near the base of a tree trunk
- iii. Branches that grow toward the center of the tree trunk
- iv. Crossed branches that may rub together
- v. Nuisance growth that interfere with view, traffic and signage. Nuisance growth includes the removal of all dangerous thorns spikes or appendages which may have potential conflict with people
- vi. Removal of browned foliage on ornamental grasses in early Spring

Deep hand pruning and/or structure pruning should be performed once a year during the dormant months. Structure pruning shall be defined as using hand pruners, hand saws, and/or loppers to prune old wood and prune behind multiple breaks to maintain proper proportions, promote interior growth, and an aesthetically pleasing appearance. Removal of up to 20% of the height and foliage of plants shall take place during these pruning tasks, which will occur no more than once per year and only as required.

Frequency: Monthly

B. Fertilization/ pH Adjustment

Contractor shall have full responsibilities of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous shrubs. Soil fertility shall be checked once per year as described in Section 1-C above. Contractor shall be expected to apply any minor nutrients necessary to maintain healthy shrubs. Nutrient deficiencies shall be treated with supplemental application of the specific lacking nutrient according to soil testing laboratory recommendations.

Frequency: Once yearly for testing – applications as required by soil testing laboratory recommendations

C. Insect and Disease Control

Contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problems. The Contractor shall practice Integrated Pest Management (I.P.M.) to control insects, diseases, and weeds on and around perennials, ground covers, shrubs, vines and trees. This will include monitoring at each scheduled maintenance visit and spot treatment as necessary using the least toxic methods. All spraying will be performed when temperatures are within the recommended range of the product to be applied and when wind drift is negligible. First choice will be insecticidal soaps, horticultural oils and biological controls such as *Bacillus thuringiensis* (Bt) formulations. To eradicate more serious infestations by chewing or sucking insects, leaf miners and other pests, spray affected plants with special sprays and combinations of insecticide sprays suitable for the particular insect when the infection becomes evident and as often thereafter as necessary. Contractor shall be fully licensed to spray insecticides.

All pesticides, insecticides, fertilizers, and any other products must be used in strict compliance with label and instructions. Applications must comply with all state and federal regulations. The specifications are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide label, the label instructions shall govern. MSDS (Manufacturer's Safety Data Sheets) signs shall be placed in visible locations prior to spray applications.

Frequency: As needed

D. Water

Contractor shall be responsible for monitoring the moisture levels in shrub and groundcover beds and reporting any problems, in writing, that may be present during the maintenance visit. Contractor shall be responsible for damage to items that were not reported to the District in writing and will be responsible for replacement of these items.

Contractor shall not be responsible for the hand watering of any plants unless plant material is under additional warranty.

Frequency: As needed

E. Bed Weed Control

Weeds shall be controlled in bed areas by physical (hand pulling) and chemical methods. Bed areas shall be maintained to control weeds and strive to eliminate weeds. All shrub

bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris to keep the area neat and tidy.

Frequency: As needed

3. **TREE MAINTENANCE**

A. **Tree Pruning**

Tree pruning will be done once per year or as requested by the District. Prune, thin and trim trees as required to keep the trees healthy, to maintain the natural character of the variety, to control their shape and to maintain all appropriate safety indexes. Pruning in general shall consist of the removal of dead, broken, fungus infected, insect infected, and intertwining branches, vines and all other undesirable growth. Care shall be taken when pruning trees in landscape beds to create as little damage as possible to the plant materials below. Contractor shall be responsible for maintaining all trees such that no branches/limbs will overhang on sidewalks and parking areas lower than eight feet from the ground. Lower branching on all trees shall be pruned as needed, to keep them elevated to a uniform height. Trees located in natural areas shall be pruned only when their growth habit affects formal, maintenance areas. Limbs and branches are to be removed from property. All sucker growth from trunk and base of trees shall be removed weekly or as required to maintain a clean appearance. This includes the following areas, fishing piers, bridges and sheds. This is to include maintaining at all times a minimum of six to fifteen (6-15) feet of clearance under all limbs depending on location and species of tree. All clippings and debris from pruning will be carted away at the time pruning takes place.

Regardless of height, the Contractor shall be responsible for overall pruning of all ornamental trees such as Wax Myrtles, Crape Myrtles, American Hollies, Nellie R. Stevens Hollies, Ligustrums, East Palatka Hollies, Dahoon Hollies, Silver Buttonwoods, Treeform Oleanders, Sea Grapes, and other ornamental or flowering trees. Pruning will include the shaping of all heads, removal of conflicting branches and removal of interior sucker growth.

Cuts should be made with sharp and proper tools. When cutting parts of branches, leave a living bud at the end of the stub. Make cuts sufficiently close to parent stem, but leaving a one-half (1/2") inch to a one (1") inch nub, so that healing can readily start under normal conditions. On trees known to be diseased, disinfect tools with alcohol after each cut and between trees.

Dead tree removal is not the responsibility of the Contractor. Removal of dead limbs larger than six (6") inches in diameter is not the responsibility of the Contractor. Contractor is responsible to notify the District of dead trees and limbs that require removal by others.

Palm Pruning:

Palm pruning will be done weekly with smaller palms (less than 20' in height) and three times per year for larger palms and is limited to dead and /or brown fronds and seed pods. No green fronds will be removed. Palms should not be severely pruned. The practice of

leaving the old fronds as skirts on these Palms is not acceptable. Contractor shall never climb Palms with spikes or any other equipment that can damage trunks of trees.

Frequency: As needed for smaller palms and 3 times/year for larger palms.

- i. *Ornamental Plants:* Will be pruned as needed to maintain a one (1) foot clearance from all building sides and other structures. A two (2) foot clearance from all roof eaves, and to maintain a neat uniform appearance at all times.
- ii. Trees will be pruned once a year.
- iii. *Palms:* Palm pruning will be done weekly with smaller palms (less than 20' in height) and three times per year for larger palms and is limited to dead and /or brown fronds and seed pods.
- iv. *Hardwood Trees:* All tree branches will be kept pruned from ground up to eight (8) feet for property walking clearance at all times.

B. Fertilization

Existing mature trees do not apply. Fertilization applies to planted trees that have a caliper of ten (10") inches or less. Contractor is required to notify the District and make recommendations, in writing, of all other trees that may need supplemental fertilization. Fertilizer used on site should have labels attached.

Palms are to be fertilized three times per year using fertilizers especially formulated for Palms. Palm fertilizer shall be broadcast under foliage canopy at the rate of one (1) pound per inch of palm trunk diameter. Fertilizer shall not be placed against the trunk. Palm fertilizer shall be time release granular fertilizer formulated for palms "Palm Tree Fertilizer or Palm Special". A good balance fertilizer shall have 10% (Nitrogen), 5% (Phosphorous), 5% (Soluble Potash) and the necessary secondary (trace) plant foods such as Magnesium, water-soluble Magnesium, Manganese, Zinc, Boron, Copper and Iron. Palms shall be closely monitored for any sign of nutritional deficiency, especially concerning the following elements: nitrogen, potassium, magnesium, manganese, and iron, and for any sign of rot, smut, or spotting.

Frequency: 2 times/year.

- i. *Turfgrass Fertilization:* St. Augustine Turfgrass areas will be fertilized (4) times per year. Treatments will include a high-quality fertilizer and/or a micro nutrient/iron supplement. Fertilizer rates are adjusted according to turf health, maturity and desired growth patterns.
- ii. *Bahia Fertilization:* Bahia grass will be fertilized (2) times per year.
- iii. *Shrub Fertilization:* Shrubs will be fertilized (2) times per year. Treatments will include a high-quality fertilizer and/or a micronutrient/iron supplement. Fertilizer rates are adjusted according to shrub health, maturity and desired growth patterns.
- iv. *Palm Fertilization:* Palms will be fertilized (2) times per year. Treatments will include a high-quality fertilizer and/or a micronutrient/iron supplement. Fertilizer rates are adjusted according to palm health, maturity and desired growth patterns.
- v. *St. Augustine Turfgrass and Ornamental Pest Control Treatments:* During each treatment the St. Augustine turf and ornamentals will be inspected for

damaging insects, active diseases and weeds. Treatments will be applied according to current industry standards, applicable laws and restrictions.

C. Insect and Disease Control

Contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problems. Insect and disease problems found in existing mature trees is not the responsibility of the Contractor but reporting those problems to the District is required.

Routinely check palms for signs of distress or disease in the trunks, buds or fronds. Any evidence of disease affecting the palms is to be reported to the District at once. With District authorization, the Contractor shall make arrangements for proper evaluation and treatment of the problem. Inspect all palms, especially the Phoenix varieties during the month of March, for infestation of Palmetto Weevil.

The Contractor shall monitor those palms which are susceptible to Ganoderma butt rot. Should this disease be found on any palm, the Client shall be notified in writing, including a location map of the palm, whereby appropriate action on a case by case basis shall be directed by the District. Every precaution will be made to contain the disease and keep it from spreading to other palms. Proper care and procedures with equipment and maintenance around Ganoderma infected palms will be followed in accordance with University of Florida Cooperative Extension Service recommendations.

All pesticides, insecticides, fertilizers, and any other products must be used in strict compliance with label and instructions. Applications must comply with all state and federal regulations. The specifications are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide label, the label instructions shall govern. MSDS (Manufacturer's Safety Data Sheets) signs shall be placed in visible locations prior to spray applications.

Frequency: As needed

D. Water

Contractor shall be responsible for monitoring the moisture levels in bed areas and reporting any problems in writing that may be present during the maintenance visit. Contractor shall be responsible for damage to trees that were not reported to the District in writing and will be responsible for replacement of these items.

Frequency: As needed

E. Staking

Staked trees shall be re-staked and adjusted as often as necessary. Stakes shall be adjusted and/or removed when deemed appropriate by Contractor. However, trees that need to be re-staked utilizing specialized equipment and crews shall be done at a mutually agreed upon price, submitted in writing to the District for review and approval.

Frequency: As needed

4. GENERAL SITE MAINTENANCE: TRASH AND DEBRIS DISPOSAL

A. Cleanup Procedures

As a part of each weekly maintenance visit, a general cleanup program will occur. The cleanup program shall involve a policing of all maintained areas for the removal of paper, cans, bottles, sticks, cigarette butts, leaves, and other debris. A complete sweeping or blowing, by mechanical means, of the entire roadways, curbs, gutters, drains, and sidewalk areas will also be performed. This will encompass complete removal of weeds at curbs and pavement lines, and other trash that has settled in these areas. Parking lot areas will be kept clean within 15 feet of curbs and planted areas. All debris shall be disposed of off-site.

Frequency: Weekly

B. Weed Control

All roadways, sidewalks, and kiddies playground shall be maintained to control and strive to eliminate weeds. All tree rings and ornamental plant beds will be continuously controlled of weeds and grass encroachment.

Frequency: As needed

C. Leaf Collection

The frequency of leaf removal will vary based on the maturity and species of trees on the property. On a monthly basis, the Contractor will collect leaves from focal areas, pavement, and turf areas to prevent heavy build-up and cause damage to plant material by smothering. Additional frequencies may be required for heavy seasonal leaf drop from deciduous trees. Fallen leaves shall be collected and disposed of off-site; however, if the District agrees to dispersal of the leaves within natural areas within the property leaves may be directed to these designated areas.

Frequency: As needed

D. Typical Weather Event Cleanup

Contractor shall be responsible for debris cleanup deposited by typical weather conditions.

Frequency: As needed

E. Dead Shrub Removal

Dead plant material, not requiring general arborist practices for removal shall be removed and disposed of immediately by the Contractor. Contractor shall contact and advise the District, in writing, of possible replacements. Plant replacement necessitated by negligence of the Contractor shall be the sole responsibility of the Contractor.

Frequency: As needed

F. Retention/Detention Ponds and Pond Banks

Access paths/easements to the ponds are to be kept clear of foliage and debris. Pond banks shall be kept clear of all debris along the water's edge and within three feet of the water's edge. Removal of floating debris is not the responsibility of the Contractor. Removal of aquatic weeds is not the responsibility of the Contractor.

Frequency: As needed

G. Site Manager

A site manager/foreman shall be assigned to the community with whom the District Representative may communicate and perform field visits on a regular basis. The Contractor will be responsible for providing weekly reports that will include a detailed account of the tasks performed, condition of the site and any recommendations.

5. IRRIGATION SYSTEM

A. Irrigation Management

Contractor agrees to monitor, adjust and manage all automatic irrigation systems as to proper frequency, duration, and operation of supplemental watering. Contractor shall be responsible for performing minor adjustments and services such as: flow control, radius adjustment, nozzle cleaning, sprinkler height, and level adjustment. Contractor will notify the District of malfunction or damage to the system's integrity. Routine irrigation maintenance is to be completed monthly.

Minor irrigation repairs which shall include the replacement of any irrigation nozzle, head or rotor that is inoperable due to normal use of the irrigation system will be performed by the Contractor and shall be included in the Bid Price. Should it be determined that damage is cause of negligence by the District, the District shall pay the cost of such repair. In case of major irrigation system mal-function Contractor shall promptly inform the District of the damage and provide a proposal for repairing the system.

Contractor shall be responsible for performing a complete irrigation evaluation at Commencement of the Agreement or as needed. Contractor shall be required to furnish the District with a report of the overall operational quality of the irrigation system. Contractor shall furnish recommendations for repair and improvements to the systems with an itemized cost for proposed work. Irrigation clocks shall have each zone identified within thirty (30) days of Commencement of the Agreement with a station number, general description of the area to be watered and suggested run time of each zone. The Contractor shall also attach waterproof zone tags to the top of zone valves with zone numbers that correspond to the numbering system at the control clock.

Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for greatest coverage.

The on-site Property Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community.

Frequency: Monthly

6. ANNUALS MAINTENANCE/INSTALLATION

A. Mulching

Bed areas shall have one quarter (1/4) inch of finely ground pine bark mulch at all times, not allowing bare soil areas to be visible.

Frequency: As needed when perennials are approved by the District

B. Deadheading and Pruning

Deadheading: Declining flowers and foliage should be removed weekly.

Pruning: Plants shall be pruned as specified to avoid plants becoming leggy or unsightly; also to maintain a consistent uniform mass.

Frequency: As needed when approved by the District

C. Fertilization

Contractor shall have full responsibilities of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous plants. Contractor shall be expected to apply any minor nutrients necessary to maintain healthy perennials.

Frequency: Once yearly for testing – applications as required by soil testing laboratory recommendations when seasonal color is approved by the District

D. Insect and Disease Control

Contractor shall be responsible for weekly inspections of perennial bed areas and treatment of any insect or disease related problems.

All pesticides, insecticides, fertilizers, and any other products must be used in strict compliance with label and instructions. Applications must comply with all state and federal regulations. The specifications are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide label, the label instructions shall govern. MSDS (Manufacturer's Safety Data Sheets) signs shall be placed in visible locations prior to spray applications.

Frequency: As needed when perennials are approved by the District

E. Watering

Contractor shall be responsible for monitoring the moisture levels in bed areas and reporting any problems, in writing, that may be present during the maintenance visit. Contractor shall be responsible for damage to items that were not reported to the District

in writing and will be responsible for replacement of these items. Annuals shall be hand watered at the time of installation.

To be inspected once per month. Observe zone for clogged heads, adjustments, repairs or replacements; Adjust components needed for proper operation; Check and adjust time, date and automatic functions of the clock.

Frequency: As needed when perennials are approved by the District

F. Bed Weed Control

Weeds shall be controlled in bed areas by physical (hand pulling). Bed areas are to be maintained to control weeds and strive to eliminate weeds. All bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris to keep the area neat and tidy.

Frequency: As needed when perennials are approved by the District

7. MULCHING FOR TREE AND SHRUB/GROUNDCOVER BED AREAS

A. Pine Bark Mulch

Applications of 'Mini-Nuggets' Pine Bark mulch will occur at the District's discretion. Mulch is to be spread at a depth of two (2") inches such that none of the old or previously laid mulch is visible. Contractor is responsible for accurate measurement of all bed areas and tree circles as part of the bid process.

Contractor is responsible for spot mulching of any bare soil areas that have resulted due to landscape maintenance performance i.e., mower damage around bed lines, tree wells, etc. Spot mulching of beds shall be completed with matching mulch types that are existing on site.

Can be installed upon request at a cost negotiated at time of request.

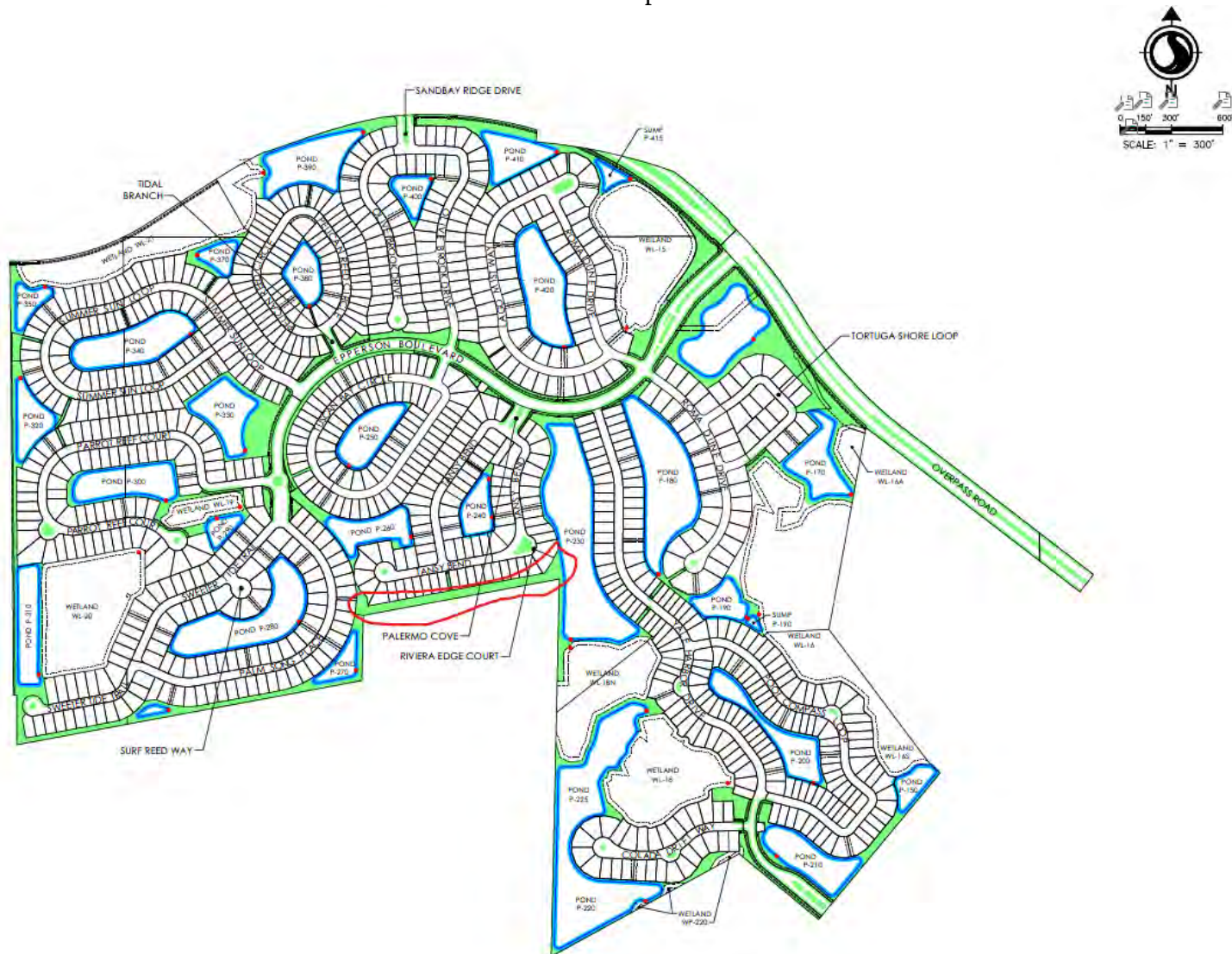
Frequency: As requested by the District

B. Trenching

Bed line edges shall be trenched and beveled at a depth of three inches along bed areas that are bordered by sidewalks, curbs, and seasonal color bed areas. A three-inch deep trench is not required along turf bed lines. All tree wells located in turf areas should have root balls raked smooth, removing all old water rings or excessive soil, etc., making all tree wells as uniform in size and shape as possible. Tree well root ball rings within turf areas are to be made uniform in diameter to be consistent with similar varieties.

Frequency: As needed when mulching is approved by the District

Exhibit C Maintenance Map



**Epperson Ranch Community Development District
Addendum No. 1 to the
Project Manual for Landscape and Irrigation Maintenance Services**

VIA EMAIL

To: All Prospective Proposers

From: Heath Beckett, District Manager

CC: Michael C. Eckert, District Counsel

Date: August 25, 2026

**Re: Request for Proposals for Landscape and Irrigation Maintenance Services
Epperson Ranch Community Development District**

Addendum No. 1

This Addendum No. 1 ("Addendum") pertains to the Epperson Ranch Community Development District ("District") Project Manual for Landscape and Irrigation Maintenance Services ("Project Manual"):

This Addendum updates the Project Manual as follows:

Question

1. Is Page 11 the only pricing we need to fill out

Answer: Yes, page 11 is the only pricing that needs to be filled out

2. In the RFP it states "each Proposer shall supply a bid bond...in the sum equal to 5% of the total amount of the bid with its proposal". Is the 5% of the first year pricing, all three years together, basic services or all services included such as mulch, annuals, ect?

Answer: The 5% bid bond should be 5% of the cumulative Annual Total for Years 1,2, and 3 as filled out on page 11.

3. Would like to have a copy of the current vendor contract.

Answer: Current vendor contract is attached.

This Addendum is available from the District Manager and is being electronically distributed to all Proposers. The Project Manual is hereby amended and supplemented to incorporate the Addendum but otherwise remains unchanged.

All proposers must acknowledge receipt of this Addendum in their proposals.

Any Proposer wishing to protest any or all of the matters contained or addressed in this addendum shall file a notice of protest with the District Manager, Heath Beckett Attention: Epperson Ranch CDD, in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of this addendum. A formal written protest adequately detailing 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 notice of protest is filed. Failure to timely file a written notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to this addendum.

Landscape and Irrigation Maintenance Services Agreement

This Landscape and Irrigation Maintenance Services Agreement (this “**Agreement**”) is entered into as of April 1, 2024 between the **Epperson Ranch Community Development District**, a local unit of special-purpose government organized and established under Chapter 190, Florida Statutes (the “**District**”) and **Landscape Maintenance Professionals, Inc.**, a Florida profit corporation (the “**Contractor**”).

Background Information:

The District owns, operates, and maintains certain landscaping within and around the District. The District desires to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District. Contractor submitted a proposal and represents that it is qualified to serve as a landscape and irrigation maintenance contractor and provide services to the District. In consideration of the Contractor’s agreement to perform the services described below and the District’s agreement to compensate the Contractor the parties desire to enter into this Agreement.

Operative Provisions:

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Agreement.
2. **Contractor’s Representations.** In order to induce the District to enter into this Agreement, Contractor makes the following representations, upon which the District has actually and justifiably relied:
 - a. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise, and resources to perform all required work.
 - b. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Agreement.
 - c. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an “as is” basis.
 - d. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism, upon written notice to the District.
 - e. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.
 - f. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Agreement.
3. **Description of Work.**
 - a. The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services as described in the Scope of Services attached hereto as **Exhibit A** (the “**Work**”) in the locations shown in the maintenance map attached hereto as **Exhibit C**.
 - b. Contractor’s Official Proposal Form is attached hereto as **Exhibit B**.
 - c. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District (including irrigation repair work), through an authorized representative of the

District, authorized the Contractor, in writing, to perform such work.

4. **Additional Work.** If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, amendment, or work order authorization. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
5. **Emergency Services.** In the event of an emergency or disaster, Contractor shall provide the District the following services:
 - a. Debris removal services shall be available on a timely basis and at a reasonable price. Prior to mobilization for debris removal activities, Contractor shall provide District, in writing, hourly rates for personnel, and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates.
 - b. Hourly rates for equipment apply only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
 - c. Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
 - d. Contractor shall maintain and supply District all the necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies.
 - e. District reserves the right to immediately terminate all disaster recovery assistance activities under this Agreement for any reason. District will not be held responsible for any loss incurred by Contractor as a result of District's election to terminate these activities pursuant to this paragraph.
6. **Manner of Performance.**
 - a. While performing the Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work in accordance with the specifications.
 - b. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality at least in accordance with industry standards and best management practices, such as IFAS.
 - c. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
 - d. The Contractor shall assign the same work personnel and supervisors to the District to maintain the property in a consistent manner by workers that are familiar with the property and the procedures expected.
 - e. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement at no additional cost to the District.
 - f. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Work within 24 hours of the damage occurring or receiving written notice, whichever is earlier to the satisfaction of the District.
 - g. Contractor is responsible for vehicular safety within the community and shall use the proper warning safety equipment. Any motorized equipment used on the roadways of the community must be legally equipped.
 - h. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein.

- i. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or Work that may result in the damage and/or loss of plant material, vegetation, sod, or other landscaping. This responsibility includes but is not limited to the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs or replacements.
 - j. In the event that time is lost due to heavy rains (“**Rain Days**”), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to and approval by, the District’s representative. Contractor shall communicate the scheduling changes to the District as soon as possible.
 - k. For any scheduling issues not caused by weather, the District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District’s rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.
7. **Time of Commencement.** The work to be performed under this Agreement shall commence on the date of this Agreement. Contractor shall provide the District the requisite insurance referenced herein and prior to commencing any work.
8. **Term and Renewal.** The initial term of this Agreement shall be for 1 year from the date of this Agreement. At the end of the initial term, the Agreement shall automatically renew for subsequent 1 year terms pursuant to the same contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.
9. **Termination.**
- a. Contractor may terminate this Agreement with 60 days’ written notice with or without cause. Termination notice must be sent to and received by the District by certified mail or email. The 60-day notice shall commence on the day of actual receipt of said written notice by the District.
 - b. The District may, in its sole and absolute discretion, whether or not reasonable, on 30 days’ written notice to Contractor, terminate this Agreement at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent to the Contractor by certified mail or email. The 30-day notice shall commence on the day of mailing of said notice to the Contractor.
 - c. Upon termination of this Agreement, the Contractor shall be entitled to receive payment for work executed, subject to whatever claims or off-sets the District may have against the Contractor.
 - d. On a default by Contractor, the District may elect not to terminate this Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. The District specifically reserves all rights available under the law or equity should there be a default by Contractor which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.
10. **District Representatives and Inspections.**
- a. The District hereby designates the District Manager, Field Manager, and other representatives of the District Manager’s office to act as the District’s representatives. The District’s representatives shall have complete authority to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to materials, equipment, elements, and systems

- pertinent to the Work.
- b. The Contractor agrees to meet with a District representative no less than 1 time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement. At that time, the District will compile a list of landscape related items that should be performed before the next walk through.
 - c. The District will be responsible for scheduling the monthly inspections. The District must have no less than 14 days' notice if there is a need to reschedule.
 - d. All scheduled inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Work.
 - e. If the District representatives identify any deficient areas, the District representatives shall notify the Contractor through a written report or otherwise. The Contractor shall then within the time period specified by the District representatives, or if no time is specified within 48 hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then within 3 days and prior to submitting any invoices to the District.

11. Compensation

- a. As compensation for the Work (including any additional work described in Exhibit A authorized by the District) performed each month the District agrees to pay Contractor the corresponding amount listed in the Fee Schedule portion of Contractor's proposal attached hereto as Exhibit B.
 - i. If the District elects to award the Contractor the work described in Parts 6 [Annual Maintenance/Installation] and 7 [Mulching for Tree and Shrub/Groundcover Bed Areas] of the Work, and only after receipt of written authorization by the District to proceed, the not to exceed annual price for each Part as described in Contractor's Official Proposal Form attached hereto as Exhibit B.
 - ii. For any irrigation services not included in the Work, and only after receipt of written authorization by the District to proceed, a not to exceed price of \$70 per hour.
- b. Contractor shall invoice the District monthly for services provided during the previous month. The format of the invoice and backup documentation shall strictly adhere to the requirements established by District and at a minimum shall include:
 - i. the District's name
 - ii. the Contractor's name
 - iii. the invoice date,
 - iv. an invoice number
 - v. a reference to a proposal number if applicable,
 - vi. the location (including the community if applicable),
 - vii. descriptive enough to allow reader to understand services performed
 - viii. an itemized listing of all costs billed on the invoice with a description of each service,
 - ix. the time frame within which the services were provided, and
 - x. the address or bank information to which payment is to be remitted.
- c. In the event services are not needed (dry times and mowing not needed on the frequency designated in the Scope of Services), inclement weather, or other conditions outside the control of the Contractor that cause certain services to not be necessary or to be missed the Contractor shall inform the District on a weekly basis and provide a written plan of performing other services on the property, making up the missed services on a later date, or issuing a credit on invoices.
- d. The District shall provide payment within 45 days of receipt of invoices, unless such invoice is disputed as described below, in accordance with Florida's Prompt Payment Act, Section 218.70, Florida Statutes.
- e. If the District disputes or questions any part or all of an invoice, the District shall advise

Contractor in writing of such questions or disputes within 10 days of the District's receipt of such invoice.

- f. In the event of any dispute regarding the Work performed to date and so long as the District is pursuing resolution of such dispute in an expeditious manner, Contractor, including any of Contractor's subcontractor(s) or agent(s) responsible for the Work, shall continue to carry on performance of the Work and maintain their progress during any such dispute, lawsuit or other proceeding to resolve the dispute, and District shall continue to make payments of undisputed amounts to Contractor in accordance with this Agreement.
- g. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

12. Duties and Rights of Contractor. Contractor's duties and rights are as follows:

- a. *Responsibility for and Supervision of the Work:* Contractor shall be solely responsible for all work specified in this Agreement, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.
- b. *Discipline, Employment, Uniforms:* Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.
- c. *Furnishing of Labor, Materials/Liens and Claims:* Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Agreement. Contractor waives any right to file mechanic's and construction liens. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within 3 business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.
- d. *Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations:* Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within 5 days of the receipt of any notice,

order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within 5 days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

- e. *Responsibility for Negligence of Employees and Subcontractors:* Contractor shall be fully responsible for all acts or omissions of its employees, its subcontractors and their employees, and other persons doing work under any request of Contractor.
- f. *Safety Precautions and Programs:* Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.
- g. *Monthly Maintenance Reports.* The Contractor has a duty to provide the District a monthly maintenance report, that highlights any significant work done in the previous month, and issues they encountered (including all prior work and history if a problem keeps occurring at the same location), and an update on any work on outstanding issues. This report must also include information and pictures of any issues with the irrigation system.

13. Indemnification.

- a. The Contractor does hereby indemnify and hold the District, its officers, agents and employees, harmless from liabilities, damages, losses and costs (including but not limited to reasonable attorney's fees) arising in any manner whatsoever from or out of Contractor's presence at the District for any purpose, including but not limited to performing the Work. The foregoing indemnification includes agreement by the Contractor to indemnify the District for conduct to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Agreement.
- b. *It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes, (as amended) and that said statutory provision does not govern, restrict or control this Agreement.*
- c. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- d. The Contractor shall and does hereby indemnify and hold the District and anyone directly or indirectly employed by it harmless from and against all claims, suits, demands, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

14. Limitations on Governmental Liability. Contractor agrees that nothing herein will constitute or be construed as a waiver of the Districts limitations on liability contained in section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the

Contractor will acknowledge the same in writing.

15. Insurance.

- a. Before performing any Work, Contractor shall procure and maintain, during the life of the Agreement, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida. No changes are to be made to these specifications without prior written specific approval by the District.
 - i. Workers' Compensation: Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Agreement, as required under applicable Florida Statutes and Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or subcontractor operating under a worker's compensation exemption shall access or work on the site.
 - ii. Commercial General Liability: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Agreement.
 - iii. Automobile Liability: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed under this Agreement.
 - iv. Umbrella Liability: With limits of not less than \$1,000,000.00 per occurrence covering all work performed under this Agreement.
- b. Each insurance policy required by this Agreement shall:
 - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. Certificates of insurance evidencing coverage and compliance with the conditions to this Agreement, and copies of all endorsements are to be furnished to the District prior to commencement of Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
- g. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- h. Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

- i. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its supervisors, officers, agents, employees and volunteers as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the district, its supervisors, officers, agents, employees or volunteers.
- 16. Subcontractors.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.
- 17. Relationship Between the Parties.** It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.
- 18. No Third Party Beneficiaries.** This Agreement is solely for the benefit of the District and the Contractor 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 Contractor 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 Contractor and their respective representatives, successors, and assigns.
- 19. Public Entity Crimes.** Pursuant to Section 287.133(3)(a), Florida Statutes:
- A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.
- 20. Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor

shall immediately notify the District whereupon this Agreement may be terminated by the District.

21. E-Verification. Pursuant to Section 448.095(2), Florida Statutes,

- a. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
- b. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes.
 - i. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.

22. Public Records. As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 263-0132 EXT.742, OR BY EMAIL AT KDARIN@VESTAPROPERTYSERVICES.COM, OR BY REGULAR MAIL AT 250 INTERNATIONAL PARKWAY, SUITE 208, LAKE MARY, FLORIDA 32746.

23. Waivers. The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

24. Governing Law and Venue. This Agreement shall be governed under the laws of the State of Florida with venue in Pasco County, Florida.

25. Enforcement of Agreement. In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.

26. **Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.
27. **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties. In the event that the Contractor is purchased by, acquired by, or merges with another company, the new company must request the District's written consent to the company's assumption of this Agreement.
28. **Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
29. **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.
30. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.
31. **Notices.** Whenever any party desires to give notice to the other party, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other party shall be made.

To the District:
c/o Vesta District Services
250 International Parkway
Suite 208
Lake Mary, FL 32746
Attn: Kyle T. Darin
kdarin@vestapropertyservices.com

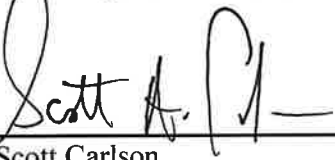
To Contractor:
13050 E. US Highway 92
Dover, FL 33527
Attn: Scott Carlson
scott.carlson@lmpopro.com

32. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
33. **Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and year first written above.

Landscape Maintenance Professionals, Inc.



Scott Carlson
Chief Operating Officer

Epperson Ranch

Community Development District



Kathy Kocaja
Chair of the Board of Supervisors

Exhibit A: Scope of Services

Exhibit B: Contractor's Bid Form

Exhibit C: Maintenance Map

Exhibit A

Epperson Ranch Community Development District Scope of Services for Landscape and Irrigation RFP

1. TURF MAINTENANCE

A. Mowing

All turf areas shall be mowed as needed so that no more than one-third ($1/3$) of the leaf blades are removed per mowing. Mowing shall be with a reel, rotary, or mulching mower, whichever is appropriate for turf species. Mowing speed will be set at manufacturer recommended pace, not at full throttle speed. Mower blades will be sharp at all times to provide a quality cut. Mowing height will be according to grass type and variety. Recommended turf heights after mowing is three-quarter ($3/4$) inches to one and one-half ($1-1/2$) inches for Bermuda turf, and three (3") to four (4") inches for St. Augustine Floratam or 'Bitter Blue'. Bahia turf shall be three (3") to three and one-half ($3\frac{1}{2}$) inches after mowing. Clippings will be left on the lawn as long as no readily visible clumps remain on the grass surface thirty-six (36) hours after mowing. Otherwise, large clumps of clippings will be collected and removed by the Contractor. In the case of fungal disease outbreaks, clippings will be collected until the disease is controlled.

After each mowing operation, the Contractor shall use a weed-eater or similar machine to trim grass that cannot be mowed with large machinery.

Frequency: St. Augustine grass will be mowed weekly March 1 through October 31 and every other week November 1 through February 28. Bahia turf grass will be mowed weekly May through September and every other week October through April.

- i. All walkways, porches, parking areas, and curbs will be blown clean of any debris created from service following each mowing.
- ii. Mowing speed will be set at manufacturer recommended pace, not at full throttle speed.

B. Edging

Contractor shall be responsible for edging all curbs, walkways and turf bed lines with a metal blade edger. All completed edges will have a perpendicular appearance between turf and hard surfaces, and turf and bed lines. An angled or beveled appearance of hard surfaces or bed lines is unacceptable. Weed eaters are not to be used in edging. Tree rings and plant beds and all buildings, sidewalks, fences, walls, driveways, parking courts, and other surfaced areas bordered by turf will be edged at every mowing. Turf around irrigation heads will be trimmed so as to not interfere with or intercept water output. Isolated trees and shrubs growing in lawn areas will require mulched areas around them (three feet minimum diameter) to avoid bark injury from movers and to reduce root competition from grass. Contractor will clean all clippings from sidewalks, curbs, and roadways immediately after mowing and/or edging. Clippings will not be swept, blown or otherwise disposed of in storm sewer drains. Blowers will be used to clean sidewalks, curbs, and streets of organic material caused by mowing and edging.

12 8/11

Frequency: Weekly during growing season and as needed to keep within growing heights during off-season.

- i. All curbs, parking areas and sidewalks will be edged in conjunction with mowing schedule. Planting areas will be edged on a bi-weekly basis in growing season and at least once per month November through March.
- ii. Walls, posts, signs, valve boxes, transformers, utility boxes and other above-ground appurtenances shall be line trimmed in conjunction with mowing schedule even with mowed grass. Line trimming and edging will be accomplished without damaging any trees, shrubs or sprinklers.

C. Fertilization/pH Adjustment

Contractor shall have full responsibilities of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous turf. The Contractor shall take soil samples in at least three turf areas and one landscaped bed throughout the property to determine the pH level and any nutritional deficiency within thirty (30) days of the commencement of the landscape maintenance contract, and then at least once per year in January prior to springtime fertilization. Larger properties or properties with variable soil types may require additional soil samples. Soil samples shall be analyzed by a soil fertility laboratory to evaluate soil conditions for "soil fertility", including but not limited to pH, lime requirement, phosphorus (P), potassium (K), calcium (Ca), magnesium (Mg) and micro-nutrients. The testing laboratory shall be instructed to provide comments for improving soil fertility/pH for the turf crop. The procedure and cost of all soil or other testing analyses shall be the responsibility of the Contractor. Soil testing analysis results and comments shall be submitted to the District within a report comparing the results to prior year's results for comparison purposes.

The pH level should be between 6.5 and 7.0 for optimum growing conditions in turf. Add necessary soil amendments of sulfur to lower the pH or lime to raise the pH according to the soil testing laboratory recommendations.

Contractor shall be expected to apply any minor nutrients necessary to maintain a healthy turf. Turf shall be fertilized four (4) times per year in February, May, August, and November. Fertilizers shall be granular in composition and contain 30% to 50% of the nitrogen in slow or controlled release form. Fertilizer shall also contain magnesium and micro-nutrients (i.e. manganese, iron, zinc, copper, etc.). The amount of each nutrient to be applied to the turf at each frequency is to be determined by the recommendations of the soil testing laboratory.

Fertilizer will be swept off of walks and drives onto lawns and landscape beds. After fertilization, a minimum of one-fourth (1/4) inch of water will be applied by the Contractor.

Frequency: minimum of four times a year with additional applications as required based on field conditions or recommendation from soil fertility laboratory.

D. Fire Ant Control

During each maintenance visit, the Contractor shall monitor and treat ant mounds and nesting yellow jackets or other stinging insects throughout the property as required using a granular or drench method. Fire Ant mounds are to be removed and soil mounds leveled to previous grade after Fire Ants have

13 *8/22*

been killed. The Contractor shall remove and dispose of wasps, bees and other subterranean insects in plant materials, on the ground or on site structures/furnishings.

Frequency: As needed

E. Insect and Disease Control

Contractor shall be responsible for inspections of the entire property and treatment of any insect or disease related problems during each maintenance visit. Turf areas destroyed by insects and/or fungus shall be repaired with sod at Contractor's expense. The Contractor will inspect lawn areas at each visit for indication of pest problems. Upon confirmation of a specific problem requiring treatment, pesticides will be applied as needed on a spot treatment basis using the least toxic, effective pesticide. All spraying of pesticides will be performed when temperatures are below those recommended by the manufacturer and wind drift is negligible. Records shall be kept on locations where pests were identified and treatment(s) rendered for control.

All pesticides, insecticides, fertilizers, and any other products must be used in strict compliance with label and instructions. Applications must comply with all state and federal regulations. The specifications are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide label, the label instructions shall govern. MSDS (Manufacturer's Safety Data Sheets) signs shall be placed in visible locations prior to spray applications.

Frequency: As needed

F. Turf Weed Control

All turf is to be maintained to control and strive to eliminate weeds. The program will include pre-emergent, post emergent, and physical (hand pulling) weed control methods. Contractor shall provide to the District a report on the existing turf condition within thirty (30) days of beginning the maintenance contract. The report will assess the amount of weeds in the turf and provide a management plan to remove the weed species found. The management plan shall include a level of acceptable weed growth and a schedule of herbicide treatment required to reach the level of acceptable weed growth.

Frequency: As needed

G. Water

Contractor shall be responsible for monitoring the moisture levels in turf areas and reporting any problems, in writing, that may be present during the maintenance visit. Contractor shall be responsible for damage to items that were not reported to the District in writing and will be responsible for replacement of these items.

Contractor shall not be responsible for the hand watering of any turf area unless plant material is under additional warranty.

Frequency: As needed

14me

H. Retention/Detention Ponds and Pond Banks

Bahia turf areas are to be mowed at a height of three to three- and one-half inches. Contractor shall notify the District of erosion along pond banks and provide written proposals for the repair of erosion.

Frequency: Bahia turf grass will be mowed 36 times a year, weekly May through September and every other week October through April.

2. SHRUB AND GROUND COVER MAINTENANCE

A. Pruning

All shrubs shall be hand pruned to remove dead and/or damaged wood to allow for natural development of plant material, and to create the effect intended by the District. Shrubs designated by the District to be shaped as a hedge will be pruned with mechanical or hand shears as needed to provide an informal shape, fullness, and bloom. Trim shrubs and hedges as necessary to maintain all appropriate safety indexes and to keep them looking neat and level as directed by the District. Pruning shall not create vertical sides to plants. Lower branches of shrubs shall be allowed contact with enough sun light for healthy growth. All branches, dead wood, cuttings shall be removed from the job site as the time of pruning and disposed at an approved brush site. All shrub areas damaged by pruning equipment shall be restored. Ground cover plants may need some cutting back to encourage lateral growth. The work area shall be left neat and clean after all trimming and pruning operations. All clippings and debris from pruning will be carted away at the time pruning takes place.

Pruning shall include the following items:

- i. Dead dying or unsightly parts of trees/shrub/ground cover
- ii. Sprouts growing at or near the base of a tree trunk
- iii. Branches that grow toward the center of the tree trunk
- iv. Crossed branches that may rub together
- v. Nuisance growth that interfere with view, traffic and signage. Nuisance growth includes the removal of all dangerous thorns spikes or appendages which may have potential conflict with people
- vi. Removal of browned foliage on ornamental grasses in early Spring

Deep hand pruning and/or structure pruning should be performed once a year during the dormant months. Structure pruning shall be defined as using hand pruners, hand saws, and/or loppers to prune old wood and prune behind multiple breaks to maintain proper proportions, promote interior growth, and an aesthetically pleasing appearance. Removal of up to 20% of the height and foliage of plants shall take place during these pruning tasks, which will occur no more than once per year and only as required.

Frequency: Monthly

B. Fertilization/ pH Adjustment

Contractor shall have full responsibilities of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous shrubs. Soil fertility shall be checked once per year as described

in Section 1-C above. Contractor shall be expected to apply any minor nutrients necessary to maintain healthy shrubs. Nutrient deficiencies shall be treated with supplemental application of the specific lacking nutrient according to soil testing laboratory recommendations.

Frequency: Once yearly for testing – applications as required by soil testing laboratory recommendations

C. Insect and Disease Control

Contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problems. The Contractor shall practice Integrated Pest Management (I.P.M.) to control insects, diseases, and weeds on and around perennials, ground covers, shrubs, vines and trees. This will include monitoring at each scheduled maintenance visit and spot treatment as necessary using the least toxic methods. All spraying will be performed when temperatures are within the recommended range of the product to be applied and when wind drift is negligible. First choice will be insecticidal soaps, horticultural oils and biological controls such as *Bacillus thuringiensis* (Bt) formulations. To eradicate more serious infestations by chewing or sucking insects, leaf miners and other pests, spray affected plants with special sprays and combinations of insecticide sprays suitable for the particular insect when the infection becomes evident and as often thereafter as necessary. Contractor shall be fully licensed to spray insecticides.

All pesticides, insecticides, fertilizers, and any other products must be used in strict compliance with label and instructions. Applications must comply with all state and federal regulations. The specifications are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide label, the label instructions shall govern. MSDS (Manufacturer's Safety Data Sheets) signs shall be placed in visible locations prior to spray applications.

Frequency: As needed

D. Water

Contractor shall be responsible for monitoring the moisture levels in shrub and groundcover beds and reporting any problems, in writing, that may be present during the maintenance visit. Contractor shall be responsible for damage to items that were not reported to the District in writing and will be responsible for replacement of these items.

Contractor shall not be responsible for the hand watering of any plants unless plant material is under additional warranty.

Frequency: As needed

E. Bed Weed Control

Weeds shall be controlled in bed areas by physical (hand pulling) and chemical methods. Bed areas shall be maintained to control weeds and strive to eliminate weeds. All shrub bed areas shall be

16 SAC

maintained each mowing service by removing all weeds, trash and other undesirable material and debris to keep the area neat and tidy.

Frequency: As needed

3. TREE MAINTENANCE

A. Tree Pruning

Tree pruning will be done once per year or as requested by the District. Prune, thin and trim trees as required to keep the trees healthy, to maintain the natural character of the variety, to control their shape and to maintain all appropriate safety indexes. Pruning in general shall consist of the removal of dead, broken, fungus infected, insect infected, and intertwining branches, vines and all other undesirable growth. Care shall be taken when pruning trees in landscape beds to create as little damage as possible to the plant materials below. Contractor shall be responsible for maintaining all trees such that no branches/limbs will overhang on sidewalks and parking areas lower than eight feet from the ground. Lower branching on all trees shall be pruned as needed, to keep them elevated to a uniform height. Trees located in natural areas shall be pruned only when their growth habit affects formal, maintenance areas. Limbs and branches are to be removed from property. All sucker growth from trunk and base of trees shall be removed weekly or as required to maintain a clean appearance. This includes the following areas, fishing piers, bridges and sheds. This is to include maintaining at all times a minimum of six to fifteen (6-15) feet of clearance under all limbs depending on location and species of tree. All clippings and debris from pruning will be carted away at the time pruning takes place.

Regardless of height, the Contractor shall be responsible for overall pruning of all ornamental trees such as Wax Myrtles, Crape Myrtles, American Hollies, Nellie R. Stevens Hollies, Ligustrums, East Palatka Hollies, Dahoon Hollies, Silver Buttonwoods, Treeform Oleanders, Sea Grapes, and other ornamental or flowering trees. Pruning will include the shaping of all heads, removal of conflicting branches and removal of interior sucker growth.

Cuts should be made with sharp and proper tools. When cutting parts of branches, leave a living bud at the end of the stub. Make cuts sufficiently close to parent stem, but leaving a one-half (1/2") inch to a one (1") inch nub, so that healing can readily start under normal conditions. On trees known to be diseased, disinfect tools with alcohol after each cut and between trees.

Dead tree removal is not the responsibility of the Contractor. Removal of dead limbs larger than six (6") inches in diameter is not the responsibility of the Contractor. Contractor is responsible to notify the District of dead trees and limbs that require removal by others.

Palm Pruning:

Palm pruning will be done weekly with smaller palms (less than 20' in height) and three times per year for larger palms and is limited to dead and /or brown fronds and seed pods. No green fronds will be removed. Palms should not be severely pruned. The practice of leaving the old fronds as skirts on these Palms is not acceptable. Contractor shall never climb Palms with spikes or any other equipment that can damage trunks of trees.

17 SAC

Frequency: As needed for smaller palms and 3 times/year for larger palms.

- i. *Ornamental Plants:* Will be pruned as needed to maintain a one (1) foot clearance from all building sides and other structures. A two (2) foot clearance from all roof eaves, and to maintain a neat uniform appearance at all times.
- ii. Trees will be pruned once a year.
- iii. *Palms:* Palm pruning will be done weekly with smaller palms (less than 20' in height) and three times per year for larger palms and is limited to dead and /or brown fronds and seed pods.
- iv. *Hardwood Trees:* All tree branches will be kept pruned from ground up to eight (8) feet for property walking clearance at all times.

B. Fertilization

Existing mature trees do not apply. Fertilization applies to planted trees that have a caliper of ten (10") inches or less. Contractor is required to notify the District and make recommendations, in writing, of all other trees that may need supplemental fertilization. Fertilizer used on site should have labels attached.

Palms are to be fertilized three times per year using fertilizers especially formulated for Palms. Palm fertilizer shall be broadcast under foliage canopy at the rate of one (1) pound per inch of palm trunk diameter. Fertilizer shall not be placed against the trunk. Palm fertilizer shall be time release granular fertilizer formulated for palms "Palm Tree Fertilizer or Palm Special". A good balance fertilizer shall have 10% (Nitrogen), 5% (Phosphorous), 5% (Soluble Potash) and the necessary secondary (trace) plant foods such as Magnesium, water-soluble Magnesium, Manganese, Zinc, Boron, Copper and Iron. Palms shall be closely monitored for any sign of nutritional deficiency, especially concerning the following elements: nitrogen, potassium, magnesium, manganese, and iron, and for any sign of rot, smut, or spotting.

Frequency: 2 times/year.

- i. *Turfgrass Fertilization:* St. Augustine Turfgrass areas will be fertilized (4) times per year. Treatments will include a high-quality fertilizer and/or a micro nutrient/iron supplement. Fertilizer rates are adjusted according to turf health, maturity and desired growth patterns.
- ii. *Bahia Fertilization:* Bahia grass will be fertilized (2) times per year.
- iii. *Shrub Fertilization:* Shrubs will be fertilized (2) times per year. Treatments will include a high-quality fertilizer and/or a micronutrient/iron supplement. Fertilizer rates are adjusted according to shrub health, maturity and desired growth patterns.
- iv. *Palm Fertilization:* Palms will be fertilized (2) times per year. Treatments will include a high-quality fertilizer and/or a micronutrient/iron supplement. Fertilizer rates are adjusted according to palm health, maturity and desired growth patterns.
- v. *St. Augustine Turfgrass and Ornamental Pest Control Treatments:* During each treatment the St. Augustine turf and ornamentals will be inspected for damaging insects, active diseases and weeds. Treatments will be applied according to current industry standards, applicable laws and restrictions.

C. Insect and Disease Control

Contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problems. Insect and disease problems found in existing mature trees is not the responsibility of the Contractor but reporting those problems to the District is required.

18 *mc*

Routinely check palms for signs of distress or disease in the trunks, buds or fronds. Any evidence of disease affecting the palms is to be reported to the District at once. With District authorization, the Contractor shall make arrangements for proper evaluation and treatment of the problem. Inspect all palms, especially the Phoenix varieties during the month of March, for infestation of Palmetto Weevil.

The Contractor shall monitor those palms which are susceptible to Ganoderma butt rot. Should this disease be found on any palm, the Client shall be notified in writing, including a location map of the palm, whereby appropriate action on a case by case basis shall be directed by the District. Every precaution will be made to contain the disease and keep it from spreading to other palms. Proper care and procedures with equipment and maintenance around Ganoderma infected palms will be followed in accordance with University of Florida Cooperative Extension Service recommendations.

All pesticides, insecticides, fertilizers, and any other products must be used in strict compliance with label and instructions. Applications must comply with all state and federal regulations. The specifications are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide label, the label instructions shall govern. MSDS (Manufacturer's Safety Data Sheets) signs shall be placed in visible locations prior to spray applications.

Frequency: As needed

D. Water

Contractor shall be responsible for monitoring the moisture levels in bed areas and reporting any problems in writing that may be present during the maintenance visit. Contractor shall be responsible for damage to trees that were not reported to the District in writing and will be responsible for replacement of these items.

Frequency: As needed

E. Staking

Staked trees shall be re-staked and adjusted as often as necessary. Stakes shall be adjusted and/or removed when deemed appropriate by Contractor. However, trees that need to be re-staked utilizing specialized equipment and crews shall be done at a mutually agreed upon price, submitted in writing to the District for review and approval.

Frequency: As needed

4. GENERAL SITE MAINTENANCE: TRASH AND DEBRIS DISPOSAL

A. Cleanup Procedures

As a part of each weekly maintenance visit, a general cleanup program will occur. The cleanup program shall involve a policing of all maintained areas for the removal of paper, cans, bottles, sticks, cigarette

19 *jac*

butts, leaves, and other debris. A complete sweeping or blowing, by mechanical means, of the entire roadways, curbs, gutters, drains, and sidewalk areas will also be performed. This will encompass complete removal of weeds at curbs and pavement lines, and other trash that has settled in these areas. Parking lot areas will be kept clean within 15 feet of curbs and planted areas. All debris shall be disposed of off-site.

Frequency: Weekly

B. Weed Control

All roadways, sidewalks, and kiddies playground shall be maintained to control and strive to eliminate weeds. All tree rings and ornamental plant beds will be continuously controlled of weeds and grass encroachment.

Frequency: As needed

C. Leaf Collection

The frequency of leaf removal will vary based on the maturity and species of trees on the property. On a monthly basis, the Contractor will collect leaves from focal areas, pavement, and turf areas to prevent heavy build-up and cause damage to plant material by smothering. Additional frequencies may be required for heavy seasonal leaf drop from deciduous trees. Fallen leaves shall be collected and disposed of off-site; however, if the District agrees to dispersal of the leaves within natural areas within the property leaves may be directed to these designated areas.

Frequency: As needed

D. Typical Weather Event Cleanup

Contractor shall be responsible for debris cleanup deposited by typical weather conditions.

Frequency: As needed

E. Dead Shrub Removal

Dead plant material, not requiring general arborist practices for removal shall be removed and disposed of immediately by the Contractor. Contractor shall contact and advise the District, in writing, of possible replacements. Plant replacement necessitated by negligence of the Contractor shall be the sole responsibility of the Contractor.

Frequency: As needed

F. Retention/Detention Ponds and Pond Banks

Access paths/easements to the ponds are to be kept clear of foliage and debris. Pond banks shall be kept clear of all debris along the water's edge and within three feet of the water's edge. Removal of floating debris is not the responsibility of the Contractor. Removal of aquatic weeds is not the responsibility of the Contractor.

20 *jae*

Frequency: As needed

G. Site Manager

A site manager/foreman shall be assigned to the community with whom the District Representative may communicate and perform field visits on a regular basis. The Contractor will be responsible for providing weekly reports that will include a detailed account of the tasks performed, condition of the site and any recommendations.

5. IRRIGATION SYSTEM

A. Irrigation Management

Contractor agrees to monitor, adjust and manage all automatic irrigation systems as to proper frequency, duration, and operation of supplemental watering. Contractor shall be responsible for performing minor adjustments and services such as: flow control, radius adjustment, nozzle cleaning, sprinkler height, and level adjustment. Contractor will notify the District of malfunction or damage to the system's integrity. Routine irrigation maintenance is to be completed monthly.

Minor irrigation repairs which shall include the replacement of any irrigation nozzle, head or rotor that is inoperable due to normal use of the irrigation system will be performed by the Contractor and shall be included in the Bid Price. Should it be determined that damage is cause of negligence by the District, the District shall pay the cost of such repair. In case of major irrigation system mal-function Contractor shall promptly inform the District of the damage and provide a proposal for repairing the system.

Contractor shall be responsible for performing a complete irrigation evaluation at Commencement of the Agreement or as needed. Contractor shall be required to furnish the District with a report of the overall operational quality of the irrigation system. Contractor shall furnish recommendations for repair and improvements to the systems with an itemized cost for proposed work. Irrigation clocks shall have each zone identified within thirty (30) days of Commencement of the Agreement with a station number, general description of the area to be watered and suggested run time of each zone. The Contractor shall also attach waterproof zone tags to the top of zone valves with zone numbers that correspond to the numbering system at the control clock.

Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for greatest coverage.

The on-site Property Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community.

Frequency: Monthly

6. ANNUALS MAINTENANCE/INSTALLATION

2/8/21

A. Mulching

Bed areas shall have one quarter (1/4) inch of finely ground pine bark mulch at all times, not allowing bare soil areas to be visible.

Frequency: As needed when perennials are approved by the District

B. Deadheading and Pruning

Deadheading: Declining flowers and foliage should be removed weekly.

Pruning: Plants shall be pruned as specified to avoid plants becoming leggy or unsightly; also to maintain a consistent uniform mass.

Frequency: As needed when approved by the District

C. Fertilization

Contractor shall have full responsibilities of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous plants. Contractor shall be expected to apply any minor nutrients necessary to maintain healthy perennials.

Frequency: Once yearly for testing – applications as required by soil testing laboratory recommendations when seasonal color is approved by the District

D. Insect and Disease Control

Contractor shall be responsible for weekly inspections of perennial bed areas and treatment of any insect or disease related problems.

All pesticides, insecticides, fertilizers, and any other products must be used in strict compliance with label and instructions. Applications must comply with all state and federal regulations. The specifications are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide label, the label instructions shall govern. MSDS (Manufacturer's Safety Data Sheets) signs shall be placed in visible locations prior to spray applications.

Frequency: As needed when perennials are approved by the District

E. Watering

Contractor shall be responsible for monitoring the moisture levels in bed areas and reporting any problems, in writing, that may be present during the maintenance visit. Contractor shall be responsible for damage to items that were not reported to the District in writing and will be responsible for replacement of these items. Annuals shall be hand watered at the time of installation.

To be inspected once per month. Observe zone for clogged heads, adjustments, repairs or replacements; Adjust components needed for proper operation; Check and adjust time, date and automatic functions

22 SA

of the clock.

Frequency: As needed when perennials are approved by the District

F. Bed Weed Control

Weeds shall be controlled in bed areas by physical (hand pulling). Bed areas are to be maintained to control weeds and strive to eliminate weeds. All bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris to keep the area neat and tidy.

Frequency: As needed when perennials are approved by the District

7. MULCHING FOR TREE AND SHRUB/GROUNDCOVER BED AREAS

A. Pine Bark Mulch

Applications of 'Mini-Nuggets' Pine Bark mulch will occur at the District's discretion. Mulch is to be spread at a depth of two (2") inches such that none of the old or previously laid mulch is visible. Contractor is responsible for accurate measurement of all bed areas and tree circles as part of the bid process.

Contractor is responsible for spot mulching of any bare soil areas that have resulted due to landscape maintenance performance i.e., mower damage around bed lines, tree wells, etc. Spot mulching of beds shall be completed with matching mulch types that are existing on site.

Can be installed upon request at a cost negotiated at time of request.

Frequency: As requested by the District

B. Trenching

Bed line edges shall be trenched and beveled at a depth of three inches along bed areas that are bordered by sidewalks, curbs, and seasonal color bed areas. A three-inch deep trench is not required along turf bed lines. All tree wells located in turf areas should have root balls raked smooth, removing all old water rings or excessive soil, etc., making all tree wells as uniform in size and shape as possible. Tree well root ball rings within turf areas are to be made uniform in diameter to be consistent with similar varieties.

Frequency: As needed when mulching is approved by the District

23 *8/12*

Exhibit B

Epperson Ranch Community Development District

Official Proposal Form for Solicitation of Proposals for Landscape and Irrigation Maintenance Services

Name of Proposer: Landscape Maintenance Professionals, Inc.

In accordance with the solicitation of proposals issued by the Epperson Ranch Community Development District the undersigned proposes to provide all work necessary to perform the scope of services as described in the Project Manual.

Proposer submits that it can perform the work described above summarized as follows and as more specifically described in Proposer's proposal:

These prices are valid for the initial term of the contract and subject to increases with each 1 year renewal.

1. Turf Maintenance	\$ <u>251,337.00</u>
2. Shrub And Groundcover Maintenance	\$ <u>24,177.00</u>
3. Tree Maintenance	\$ <u>12,654.00</u>
4. General Site Maintenance: Trash And Debris Disposal	\$ <u>34,320.00</u>
5. Irrigation System	\$ <u>31,968.00</u>

Total Yearly Cost for the first year of the above items	\$354,456.00
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6. Annuals Maintenance/Installation (800 plants/4 rotations)	<u>\$9,280.00 / 2,320.00</u>
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7. Mulching for Tree and Shrub/Groundcover Bed Areas	<u>\$13,650.00</u>
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Estimate of total cubic yards proposed to service the property: 210 cubic yards

<i>Cost of Mulch Per Cubic Yard</i>	<u>\$ 65.00</u>
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<i>Irrigation Hourly Rate for items not included in the Scope of Services:</i>	<u>\$70.00</u>
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Proposer, thoroughly reviewed all components of the Project Manual and has a thorough understanding of the work required, the site and conditions where the work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the work, having knowledge of the expense and difficulties attending performance of the work, and having fully inspected the site in all particulars, hereby proposes and agrees, if Proposer's proposal is accepted, to enter into the Proposed Agreement with the District.

Name of Authorized Signatory of Proposer: Scott Carlson

Title of Authorized Signatory of Proposer: Chief Operating Officer

Signature of Authorized Signatory of Proposer: Scott A. Carlson

2584



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- CDD BOUNDARY
- DRAINAGE STRUCTURE
- LANDSCAPE MAINTENANCE
- POND BANK MAINTENANCE

[illegible]

EPPERSON RANCH COMMUNITY
DEVELOPMENT DISTRICT

Posco County, Florida

Title

MAINTENANCE MAP

Project No. 215612432	Scale 1" = 300'	
Drawing No. X03	Sheet 1 of 1	Revision 0

PASCO BRANCH- EMERGENCY PLAN - 2024**LMP Business Resiliency Plan**

The LMP Business Resiliency Plan provides our clients and internal departments with a contingency and backup resource structure to ensure continuity of critical business operations. Proactive reaction to emergency events including but not limited to hurricane, terrorist, storm & flood, will be in place to keep your operation intact.

Plan

In reaction to any event deemed as critical in nature, LMP will adjust resources and/or work at client properties in a timely and efficient manner to reduce or eliminate impacts to your business operations. This includes but is not limited to the following events:

Hurricane
Named Storm
Flood
Fire
Tree Falls & Safety Hazards

Production

Reduce standard Production Schedule to minimal needs during event and focus on proactive recovery of specific event.

Do not add new enhancement or new installation work.
Delay existing enhancement or new installation work.
Delay regularly scheduled maintenance.

Recovery Outline – Resources will be aligned and dispatched upon the all clear from the local authorities.

- 1) Clear Roadways and doorways by cutting and stacking downed tree limbs etc. near roadside
- 2) Clear landscape areas of debris, downed storm fall and stack near roadside
- 3) Remove initial stacked roadside material
- 4) Focus turns to cleanup from buildings out to property boundaries until recovered.

Local Emergency Call List

- | | |
|--|--------------|
| 1) Bill Conrad, Branch Manager | 813-365-8551 |
| 2) Anthony Vega, Account Manager | 813-392-9920 |
| 3) Victor Alvarado, Production Manager | 813-365-8463 |
| 4) Luis Diaz, Production Manager | 813-365-8938 |
| 5) Scott Carlson, Vice-President/General Manager | 813-784-7990 |

TIME AND MATERIALS PRICING HOURLY RATES – Pricing will be as follows:

- a. General Laborer - \$55.00 – 630am to 630pm
- b. General Laborer After Hours/Holiday Rate - \$85.00 (3 hour minimum) – 631pm to 629am
- c. Supervisor & Truck - \$65.00
- d. Supervisor & Truck – After Hours/Holiday Rate - \$100.00 (3 hour minimum)
- e. Irrigation Technician - \$75.00
- f. Irrigation Helper - \$65.00
- g. Irrigation After Hours/Holiday Rate - \$140.00 (3 hour minimum)
- h. Bucket Truck w/ Operator – \$200.00
- i. Grapple Truck w/ Operator – \$200.00

**Epperson Ranch Community Development District
Addendum No. 2 to the
Project Manual for Landscape and Irrigation Maintenance Services**

VIA EMAIL

To: All Prospective Proposers

From: Heath Beckett, District Manager

CC: Michael C. Eckert, District Counsel

Date: September 9th, 2026

**Re: Request for Proposals for Landscape and Irrigation Maintenance Services
Epperson Ranch Community Development District**

Addendum No. 2

This Addendum No. 2 (“Addendum”) pertains to the Epperson Ranch Community Development District (“District”) Project Manual for Landscape and Irrigation Maintenance Services (“Project Manual”):

This Addendum updates the Project Manual as follows:

Question

- 1. Could you please confirm that each Proposer shall supply a bid bond, or cashier’s check, made payable to the District and in the sum equal to five percent (5%) of the total amount of the bid with its proposal***

Answer: Yes, the bid bond must be submitted with the proposal

- 2. Could you clarify what happens to the bid bond or cashier’s check if the proposer is not awarded the contract***

Answer: If the proposer’s proposal is not selected, the bid bond will be promptly returned

This Addendum is available from the District Manager and is being electronically distributed to all Proposers. The Project Manual is hereby amended and supplemented to incorporate the Addendum but otherwise remains unchanged.

All proposers must acknowledge receipt of this Addendum in their proposals.

Any Proposer wishing to protest any or all of the matters contained or addressed in this addendum shall file a notice of protest with the District Manager, Heath Beckett Attention: Epperson Ranch CDD, in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of this addendum. A formal written protest adequately detailing 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 notice of protest is filed. Failure to timely file a written notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to this addendum.

**Epperson Ranch Community Development District
Addendum No. 3 to the
Project Manual for Landscape and Irrigation Maintenance Services**

VIA EMAIL

To: All Prospective Proposers

From: Heath Beckett, District Manager

CC: Michael C. Eckert, District Counsel

Date: September 18, 2026

**Re: Request for Proposals for Landscape and Irrigation Maintenance Services
Epperson Ranch Community Development District**

Addendum No. 3

This Addendum No. 3 (“Addendum”) pertains to the Epperson Ranch Community Development District (“District”) Project Manual for Landscape and Irrigation Maintenance Services (“Project Manual”):

This Addendum updates the Project Manual as follows:

Question

1. Bonding company reached out regarding the verbiage for the bid bond in the RFP

Answer: The proposer’s bonding company is expected to provide appropriate, industry standard bid bond language

2. Is a Payment or Performance Bond also required if awarded the contract

Answer: A Payment and Performance Bond is not required because it is a maintenance contract.

This Addendum is available from the District Manager and is being electronically distributed to all Proposers. The Project Manual is hereby amended and supplemented to incorporate the Addendum but otherwise remains unchanged.

All proposers must acknowledge receipt of this Addendum in their proposals.

Any Proposer wishing to protest any or all of the matters contained or addressed in this addendum shall file a notice of protest with the District Manager, Heath Beckett Attention: Epperson Ranch CDD, in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of this addendum. A formal written protest adequately detailing 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 notice of protest is filed. Failure to timely file a written notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to this addendum.

EXHIBIT 1A

EPPERSON RANCH COMMUNITY DEVELOPMENT DISTRICT

EVALUATION CRITERIA

LANDSCAPE & IRRIGATION MAINTENANCE SERVICES

	ASI	RedTree Landscaping	Green 4 Us	JNR Landscape	United Land Services	Juniper	Russell Landscape Group
1. Personnel (25 points)							
(E.g., geographic locations of the firm's headquarters or office in relation to the project; adequacy and capabilities of key personnel, including the project manager and field supervisor; present ability to manage this project; evaluation of existing workload; proposed staffing levels, etc.)							
2. Experience (25 points)							
(E.g., past record and experience of the respondent in similar projects; volume of work, area of coverage, previously awarded to the firm; past performance for other community development districts in other contracts; character, integrity, and reputation of respondent, etc.)							
3. Understanding of Scope of Work (20 points)							
Does the proposal demonstrate an understanding of the District's needs for the services requested?							
4. Price (30 points)							
Points available for price will be allocated as follows: 20 points will be awarded to the Proposer submitting the lowest total cost for completing the work. All other proposals will receive a percentage of this amount based upon the difference between that Proposer's price and the low price. 10 points are allocated for the reasonableness of unit prices and quantities.							
TOTAL (100 points)							
	ASI	RedTree Landscaping	Green 4 Us	JNR Landscape	United Land Services	Juniper	Russell Landscape Group

EXHIBIT 2

	Page 11 of the RFP		
Company Name	Year 1	Year 2	Year 3
ASI	\$336,708.00	\$336,708.00	\$346,809.00
Red Tree	\$345,300.00	\$345,300.00	\$362,565.00
Green 4 Us	\$315,847.36	\$325,322.78	\$335,082.47
JNR Landscape	\$348,540.00	\$348,540.00	\$359,040.00
United Land Services	\$268,860.00	\$268,860.00	\$282,300.00
Juniper	\$354,456.00	\$354,456.00	\$372,178.00
Russell Landscape Group	\$341,712.00	\$341,712.00	\$341,712.00

EXHIBIT 3

Exhibit A
Gate Access Rules and Rates

The Board may establish, by motion or resolution, fees for additional RFID stickers, lost or stolen RFID replacement, or damaged RFID replacement within the ranges set forth below.

Item	Rate Range
Additional RFID Stickers	\$ -
Replacement of RFID Stickers due to loss or theft	\$ -
Replacement of RFID Stickers due to damage	\$ -

EXHIBIT 4

RESOLUTION 2027-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EPPERSON RANCH COMMUNITY DEVELOPMENT DISTRICT ADOPTING RULES AND RATES RELATED TO GATE ACCESS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Epperson Ranch Community Development District (“District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapters 190 and 120, *Florida Statutes*, authorize the District to adopt rules, rates, charges and fees 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’s Board of Supervisors (“Board”) finds that it is in the best interest of the District and necessary for the efficient operation of the District to adopt by resolution the Gate Access Rules and Rates, attached hereto as **Exhibit A** and incorporated herein by this reference, for immediate use and application (“Rules and Rates”); and

WHEREAS, the Board finds that the Rules and Rates outlined in **Exhibit A** is just and equitable having been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished; and

WHEREAS, the Board of Supervisors has complied with applicable Florida law concerning ratemaking and rate adoption, including the holding of a public hearing thereon.

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

SECTION 1. The Rules and Rates set forth in **Exhibit A** are hereby adopted pursuant to this resolution as necessary for the conduct of District business. The Rules and Rates shall remain in full force and effect unless revised or repealed by the District in accordance with Chapters 120 and 190, *Florida Statutes*.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 5th day of October, 2026.

ATTEST:

**EPPERSON RANCH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Gate Access Rules and Rates

EXHIBIT 5

**RULES OF PROCEDURE
EPPERSON RANCH
COMMUNITY DEVELOPMENT DISTRICT
RULE NO. 2026-01**

EFFECTIVE AS OF _____, 2026

TABLE OF CONTENTS

Rule 1.0	General.....	2
Rule 1.1	Board of Supervisors; Officers and Voting.	3
Rule 1.2	District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.	7
Rule 1.3	Public Meetings, Hearings, and Workshops.	10
Rule 1.4	Internal Controls to Prevent Fraud, Waste and Abuse.....	15
Rule 2.0	Rulemaking Proceedings.	16
Rule 3.0	Competitive Purchase.	29
Rule 3.1	Procedure Under the Consultants’ Competitive Negotiations Act.	34
Rule 3.2	Procedure Regarding Auditor Selection.	38
Rule 3.3	Purchase of Insurance.	42
Rule 3.4	Pre-qualification.....	44
Rule 3.5	Construction Contracts, Not Design-Build.	49
Rule 3.6	Construction Contracts, Design-Build.	54
Rule 3.7	Payment and Performance Bonds.	59
Rule 3.8	Goods, Supplies, and Materials.	60
Rule 3.9	Maintenance Services.	64
Rule 3.10	Contractual Services.	68
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.....	69
Rule 4.0	Effective Date.	72

Rule 1.0 General.

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

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

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

Rule 1.1 Board of Supervisors; Officers and Voting.

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

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

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

- (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled “**Record of Proceedings**,” in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation within the county or counties in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Votes Required. No Board member who is present at any meeting of the District Board at which an official decision, ruling, or other official act is to be taken or adopted may abstain from voting in regard to any such decision, ruling, or act; and a vote shall be recorded or counted for each such Board member present, except when, with respect to any such member, there is, or appears to be, a possible conflict of interest under the provisions of s. 112.311, s. 112.313, or s. 112.3143 of the Florida Statutes.
- (7) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, “**voting conflict of interest**” shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member’s special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
 - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board’s

Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

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

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

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

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

Law Implemented: §§ 112.3143, 190.006, 190.007, 286.012, Fla. Stat.

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

(1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:

- (a) Agenda packages for prior 24 months and next meeting;
- (b) Official minutes of meetings, including adopted resolutions of the Board;
- (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
- (d) Adopted engineer's reports;
- (e) Adopted assessment methodologies/reports;
- (f) Adopted disclosure of public financing;
- (g) Limited Offering Memorandum for each financing undertaken by the District;
- (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
- (i) District policies and rules;
- (j) Fiscal year end audits; and
- (k) Adopted budget for the current fiscal year.

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

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

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

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

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

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

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

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

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise authorized or required by statute or these Rules, at least seven (7) days', but not more than thirty (30) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation within the county or counties in which the District is located. A newspaper is deemed to be a newspaper of "**general circulation**" in the county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1) of the Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published, as such provisions may be amended from time to time by law. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published as provide in Chapter 50 of the Florida Statutes, and such notice published consistent therewith shall satisfy the requirement to give at least seven (7) days' public notice as required herein. Each Notice shall state, as applicable:
 - (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (321) 263-0132. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

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

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

- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any i) confidential and ii) confidential and exempt information, shall be available to the public at least seven (7) days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

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

Adjournment

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

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

the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

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

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

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

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
 - (a) Prevent and detect “**fraud**,” “**waste**” and “**abuse**” as those terms are defined in section 11.45(1),
 - (b) Florida Statutes; and
 - (c) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
 - (d) Support economical and efficient operations; and
 - (e) Ensure reliability of financial records and reports; and
 - (f) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

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

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules, in accordance with the requirements of Section 190.011(5) of the Florida Statutes, and Chapter 120 of the Florida Statutes, including but not limited to Section 120.81(2)(b) of the Florida Statutes. Rulemaking proceedings shall be deemed to have been initiated upon publication of a Notice of Rule Development by the District as required by Section 2 of this Rule. A “**rule**” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District. Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Requirements of a Rule. All District rules as drafted shall:
 - (a) Contain only one subject;
 - (b) Include readable language, meaning it avoids i) the use of obscure words and unnecessarily long or complicated constructions, and ii) the use of unnecessary technical or specialized language that is understood only by members of particular trades or professions;
 - (c) Be indefinite such that the rule does not include a provision whereby the rule, or a portion thereof, automatically expires or is repealed on a specific date or at the end of a specified period, unless otherwise expressly authorized by law; and
 - (d) Only incorporate material by reference in compliance with Section 120.54(1)(i) of the Florida Statutes.
- (3) Statement of Estimated Regulatory Costs. Before adopting, amending, or repealing any rule, other than an emergency rule, the District may prepare a statement of estimated regulatory costs (“**SERC**”) based on the factors set forth in Section 120.541(2) of the Florida Statutes. The District shall prepare a SERC for a proposed rule if in accordance with the requirements of Section 120.541(2) of the Florida Statutes if: i) the proposed rule will have an adverse economic impact on small business; or ii) the proposed rule is likely to directly or indirectly increase regulatory costs in excess of \$200,000 in the aggregate in the state within one (1) year after implementation of the rule.
- (4) Notice of Rule Development.

- (a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of a proposed rule (“**Notice of Rule Development**”) setting forth the following:
 - (i) the subject area to be addressed by rule development;
 - (ii) A short, plain explanation of the purpose and effect of the proposed rule;
 - (iii) The grant of rulemaking authority for the proposed rule;
 - (iv) The law being implemented;
 - (v) The proposed rule number; and
 - (vi) If available, either the preliminary text of the proposed rule and any incorporated documents, or a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft of such rule or documents.
- (b) The Notice of Rule Development shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the Notice of Rulemaking required by Section 5 of this Rule, and at least thirty-five (35) days prior to the intended action.

(5) Notice of Rulemaking.

- (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall provide notice of its intended action (the “**Notice of Rulemaking**”) setting forth the following:
 - (i) A short, plain explanation of the purpose and effect of the proposed rule;
 - (ii) The proposed rule number;
 - (iii) A summary of the proposed rule or amendment;
 - (v) The grant of rulemaking authority for the proposed rule;
 - (vi) The law being implemented or interpreted;
 - (vii) The name, e-mail address, and telephone number of the agency employee who may be contacted regarding the intended action;

- (viii) A concise summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, that describes the regulatory impact of the rule in readable language;
 - (ix) The District's website where the statement of estimated regulatory costs can be viewed, in its entirety, if one has been prepared;
 - (x) A statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice;
 - (xi) A statement as to whether, based on the SERC or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3) of the Florida Statutes;
 - (x) The date, time, and location of the public hearing on the proposed rule;
 - (xi) The name, address, and telephone number of the District contact person who can provide information about the public hearing; and
 - (xii) A reference to both the date on which and the place where the Notice of Rule Development required by Section 4 of this Rule appeared, except when the intended action is the repeal of a rule.
- (b) The Notice of Rulemaking shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days after the Notice of Rule Development required by Section 4 of this Rule, and at least twenty-eight (28) days prior to the intended action. If the Notice of Rulemaking is not published within one-hundred eighty (180) days of the publication of the Notice of Rule Development, then the District's Board shall approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.

- (c) The Notice of Rulemaking shall be mailed or delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days before publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice of the District's rulemaking proceedings. Such persons must furnish a mailing address or e-mail address, and may be required to pay the cost of copying and mailing as applicable.
 - (d) As of the date of publication of the Notice of Rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the proposed rule, including all material proposed to be incorporated by reference.
- (6) Modification of Rules.
 - (a) Technical Changes.
 - (i) Prior to rule adoption, the District shall publish a notice of correction ("**Notice of Correction**") if any of the information that is required to be included in the Notice of Rulemaking, including technical changes that correct citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, is omitted or is incorrect. A Notice of Correction cannot be used to make substantive changes to the rule text. The Notice of Correction shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the intended action.
 - (ii) After rule adoption, a technical change to a rule may be approved at any time by the District. Promptly thereafter, a Notice of Correction shall be published by the District in the manner set forth in Section 6(a)(i) of this Rule.
 - (b) Substantive Changes.
 - (i) Prior to rule adoption, the District shall publish a notice of change ("**Notice of Change**") if there is any substantive change, other than a technical change that corrects citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, to a proposed rule, including any material incorporated by reference, or to a SERC. The Notice of Change must address a summary of the change and shall be published in a newspaper of general circulation within the county or counties in which the District is located at least twenty-one (21) days prior to the intended action. The Notice of Change shall also be sent to those persons set forth in Section 5(C) of this Rule that have made requests

of the District for advance notice of its rulemaking proceedings. Any substantive change must be either be:

1. Supported by the record of the public hearing held on the proposed rule;
2. In response to written materials submitted to the District; or
3. In response to an objection with the proposed rule by the District Board.

(ii) After rule adoption, a substantive change to a rule shall be effectuated by initiating rulemaking as set forth in this Rule.

(7) Withdrawal of Proposed Rules.

- (a) Prior to the adoption of a rule, the District may elect to withdraw the proposed rule in whole or in part. After a rule has become effective, the District may only amend or repeal the rule through initiating the rulemaking procedures set forth in this Rule.
- (b) Prior to the adoption of a rule, the District shall withdraw the proposed rule if the District has either failed to adopt such rule within one-hundred eighty (180) days of the publication of the Notice of Rule Development required by Section 4 of this Rule or to approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.
- (c) In the event of a withdrawal of a proposed rule, the District shall publish a notice (“**Notice of Rule Withdrawal**”) in a newspaper of general circulation within the county or counties in which the District is located, and shall provide notice to those persons set forth in Section 5(c) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings.
- (d) Within fifteen (15) days after the end of each calendar quarter, the District shall compile and post on its website a list of each failure to publish a Notice of Rulemaking within the timeframe prescribed by Section 5(b) of this Rule, which list shall include the information set forth in Section 120.54(3)(d)(7) of the Florida Statutes. The District is only required to provide such posting in any calendar quarter(s) in which there is an actual failure to timely publish a Notice of Rulemaking, if any.

(8) Rule Development Workshops.

- (a) Whenever requested in writing by any affected person, the District must conduct a rule development workshop prior to proposing rules for adoption for the purposes of rule development or information gathering for the preparation of the SERC, unless the Chairperson explains in writing why a workshop is unnecessary. The District may initiate a rule development workshop, but is not required to do so.
 - (b) If a workshop is held, the District must ensure that the person(s) responsible for preparing the rule and the SERC, if applicable, are available to explain the District's proposed rule and to respond to questions or comments regarding the rule being developed.
 - (c) The notice of any workshop shall be published in a newspaper of general circulation within the county or counties in which the District is located at least fourteen (14) days prior to the workshop setting forth the following:
 - (i) The place, date, and time of the workshop;
 - (ii) The subject area that will be addressed; and
 - (iii) The District Manager's contact information.
- (9) Petitions to Initiate Rulemaking.
- (a) All Petitions to Initiate Rulemaking Proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. District staff shall forward a copy of the petition to the District's Board within seven (7) days of its receipt.
 - (b) If the petition is directed to an adopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.
 - (c) If the petition is directed to an unadopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking, or ii) set a public hearing to consider whether the public interest is served adequately by the application of the proposed rule on a case-by-case basis, as contrasted with its formal adoption as a rule.
 - (i) If the District elects to hold a public hearing, notice of the public hearing ("**Notice of Rulemaking Petition Public Hearing**") shall be published in a newspaper of general circulation within the county

or counties in which the District is located. The public hearing shall be held by the District within thirty (30) days after publication of the Notice of Rulemaking Petition Public Hearing.

(ii) Not later than thirty (30) days following the date of the public hearing held pursuant to Section 9(c)(i) of this Rule, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.

1. If the District decides to initiate rulemaking it shall proceed with the rulemaking process as set forth in this Rule.

2. If the District decides to not initiate rulemaking or otherwise comply with the requested action, the District shall publish a statement of its reasons for not initiating rulemaking or otherwise complying with the requested action and of any changes it will make in the scope or application of the unadopted rule (the “**Notice of Denial of Rulemaking Petition**”). The Notice of Denial of Rulemaking Petition shall be published in a newspaper of general circulation within the county or counties in which the District is located.

(d) Nothing in this Rule shall be construed as requiring the District to adopt, amend, or repeal a rule as initiated by petition.

(10) Public Hearing.

(a) The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the Notice of Rulemaking, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. When a public hearing is held, the District shall ensure that staff is available to explain the proposed rule and to respond to questions or comments regarding the proposed rule. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.

(b) The District shall publish notice of the public hearing (“**Notice of Public Hearing**”) in a newspaper of general circulation within the county or counties in which the District is located, either in the text of the Notice of Rulemaking or in a separate publication at least seven (7) days before the

scheduled public hearing. The Notice of Public Hearing shall include the following information:

- (i) The date, time, and location of the public hearing; and
- (ii) The name, address, and telephone number of the District contact person who can provide information about the public hearing.

(11) Emergency Rule Adoption.

- (a) The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action or if the Legislature authorizes the District to adopt emergency rules. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District.
- (b) At the time or prior to the adoption of an emergency rule, the District shall post on its website a notice regarding its adoption of the emergency rule (the “**Notice of Emergency Rule**”) which includes the specific facts and reasons for finding an immediate danger to the public health, safety, or welfare and its reasons for concluding that procedure used is fair under the circumstances. The Notice of Emergency Rule shall thereafter be promptly published in a newspaper of general circulation within the county or counties in which the District is located, and shall include the following information:
 - (i) The full text of the rule(s); and
 - (ii) The District’s findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.
- (c) An emergency rule shall be effective immediately upon adoption by the District, or on a date less than twenty (20) days thereafter if specified in the emergency rule if the District finds that a later effective date is necessary because of immediate danger to the public health, safety, or welfare. An emergency rule may not be effective for a period of more than ninety (90) days after adoption and may not be renewable, unless the District has initiated rulemaking to adopt rules addressing the subject of the emergency rule and either i) a challenge to the proposed rules has been filed and remains pending or ii) the proposed rules are awaiting ratification by the Legislature, if applicable. Nothing in this paragraph prohibits the District from adopting a rule identical to the emergency rule through the non-emergency rulemaking procedures set forth in this Rule.

- (i) If an emergency rule is being renewed in accordance with Section 11(d) of this Rule, notice of the renewal of the emergency rule (the “**Notice of Renewal of Emergency Rule**”) shall be published before the expiration of the existing emergency rule. The Notice of Renewal of Emergency Rule shall be published in a newspaper of general circulation within the county or counties in which the District is located and shall include the specific facts and reasons for such renewal.
 - (ii) For emergency rules with an effective period of longer than ninety (90) days which are intended to replace an existing rule, the Rulemaking Record for the existing rule, as required by Section 13 of this Rule, shall specifically identify the emergency rule that is intended to supersede the existing rule as well as the date that the emergency rule was adopted by the District.
- (d) The District may supersede an emergency rule in effect through the adoption of another emergency rule before the superseded rule expires. The District shall post on its website and publish a Notice of Emergency Rule, in accordance with Section 11(b) of this Rule, identifying the reason for adopting the superseding rule. The superseding rule shall not be in effect longer than the duration of the effective period of the superseded rule.
- (e) The District may make technical changes to an emergency rule within the first seven (7) days after the rule is adopted, and such changes shall be published in a Notice of Correction as set forth in Section 6(a) of this Rule.
- (f) The District may repeal an emergency rule before it expires by publishing a notice (“**Notice of Repeal of Emergency Rule**”) in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Repeal of Emergency Rule shall include the following information:
 - (i) The full text of the emergency rule and a summary thereof;
 - (ii) The rule number; and
 - (iii) A short and plain explanation as to why the conditions specified in the Notice of Emergency Rule no longer require the emergency rule.
- (12) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation within the county or counties in which the District is located.

- (13) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record (“**Rulemaking Record**”) which shall be on file with the District at least twenty-one (21) days prior to the proposed adoption date of the rule. The Rulemaking Record shall include, as applicable:
- (a) A copy of the rule;
 - (b) Any material incorporated by reference in the rule;
 - (c) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (d) Any SERC for the rule, if required by Section 120.54(3)(b)1. of the Florida Statutes or otherwise prepared, and any information created or used by the District in determining whether a SERC is required;
 - (e) A statement of the extent to which the proposed rule relates to federal standards on rules on the same subject;
 - (f) The Notice of Rule Development, Notice of Rulemaking, and notice(s) of any workshops held pursuant to Section 8 of this Rule; and
 - (g) If an emergency rule is intended to supersede an existing rule, the emergency rule number and the date that the emergency rule was adopted by the District.
- (14) Petitions to Challenge Rules.
- (a) Any person substantially affected by a proposed or existing rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District’s authority.
 - (i) A petition alleging the invalidity of a proposed rule shall be filed within twenty-one (21) days after the date of publication of Notice of Rulemaking, within ten (10) days after the final public hearing is held on the proposed rule; within twenty (20) days after the SERC or revised SERC has been prepared and made available as provided in Section 120.541(1)(d) of the Florida Statutes, if applicable; or within twenty (20) days after the date of publication of the Notice of Rule Withdrawal required by Section 7(c) of this Rule.
 - (ii) A petition alleging the invalidity of an existing rule may be filed at any time during which the rule is in effect.
 - (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation

of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a proposed or existing rule is substantially affected by it. A person who is not substantially affected by the proposed rule as initially noticed, but who is substantially affected by the rule as a result of a change, may challenge any provision of the resulting proposed rule.

- (c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, or seven (7) days if the challenge relates to an emergency rule, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, or fourteen (14) days if the challenge relates to an emergency rule, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) At the hearing, the petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (e) Hearings held under this section shall be de novo in nature. For proposed rules, the petitioner has the burden to prove by a preponderance of the evidence that it would be substantially affected by the proposed rule, and the District has the burden to prove by a preponderance of the evidence that the proposed rule is not an invalid exercise of delegated legislative authority as to the objections raised. For existing rules, the petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. During the hearing, the hearing officer may:
 - (i) Administer oaths and affirmations;
 - (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.

- (f) Within thirty (30) days after the hearing, or fourteen (14) days of the challenge relate to an emergency rule, the hearing officer shall render a decision and state the reasons therefor in writing. The hearing officer's order shall be considered final agency action. The hearing officer may declare all or part of a proposed or existing rule invalid. For a proposed rule, the proposed rule or provision thereof declared invalid shall not be adopted unless the decision of the hearing officer is reversed on appeal. In the event part of a proposed rule is declared invalid, the District may, in its sole discretion, withdraw the proposed rule in its entirety. For an existing rule, the rule or part thereof declared invalid shall become void when the time for filing an appeal expires. In the event that a proposed or existing rule has been declared invalid in whole or part, the District shall promptly publish notice of such occurrence published in a newspaper of general circulation within the county or counties in which the District is located.
- (15) Variances and Waivers. A “**variance**” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “**waiver**” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, “**substantial hardship**” means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, “**principles of fairness**” are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
- (b) A person who is subject to regulation by a District rule may file a petition with the District, requesting a variance or waiver from the District's rule. Each petition shall specify:
- (i) The rule from which a variance or waiver is requested;
- (ii) The type of action requested;
- (iii) The specific facts that would justify a waiver or variance for the petitioner; and
- (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.

- (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
 - (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action. The District shall maintain a record of the type and disposition of each petition filed.
- (16) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings.

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

Law Implemented: §§ 120.54, 120.542, 120.5435, 120.56, 120.81(2), 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

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

- (e) **“Design-Build Firm”** means a partnership, corporation or other legal entity that:
 - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) **“Design Criteria Package”** means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) **“Design Criteria Professional”** means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) **“Emergency Purchase”** means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where

the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

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

requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

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

Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

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

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

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "**Project**" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
 - (a) Hold all required applicable state professional licenses in good standing;
 - (b) Hold all required applicable federal licenses in good standing, if any;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

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

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

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

(4) Competitive Selection.

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

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

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

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

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

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

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. “**Auditing Services**” means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

- (1) Establishment of Auditor Selection Committee. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee (“**Committee**”), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.
- (2) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
 - (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

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

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

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

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

- (3) **Public Announcement.** After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (2) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (4) **Request for Proposals.** The Committee shall provide interested firms with a Request for Proposals (“**RFP**”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals, which may be submitted either electronically or via hard copy as determined by the District and provided for in the RFP. For the avoidance of doubt, the Proposals shall not be required to be publicly opened at the date, time, and place provided for in the RFP relative to the submission of Proposals.

- (5) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (2)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (6) Board Selection of Auditor.
- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
 - (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
 - (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
 - (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is

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

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

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

Rule 3.3 Purchase of Insurance.

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

premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

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

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

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

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

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

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

- (k) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(2) Suspension, Revocation, or Denial of Qualification

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

subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.

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

record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

- (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.
- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

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

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

Rule 3.5 Construction Contracts, Not Design-Build.

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

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

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

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

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

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

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (k) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board

with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (1) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or

- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

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

Rule 3.6 Construction Contracts, Design-Build.

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

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

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

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

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

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

the Board meeting where the proposals were evaluated if so provided for in the Design Criteria Package. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.

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

- (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
- (5) Exceptions. This Rule is inapplicable when:
- (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

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

Rule 3.7 Payment and Performance Bonds.

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

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

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

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

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

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

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

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

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

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

may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

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

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

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

Rule 3.9 Maintenance Services.

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

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

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

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

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

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

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

Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

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

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

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

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

(1) Filing.

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

awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount and form of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

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

(d) Enter orders; and

(e) Make or receive offers of settlement, stipulation, and adjustment.

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

- (5) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (6) Judicial Review. A party who is adversely affected by final District action is entitled to judicial review. Judicial review shall be sought in the county where the District is located. All proceedings shall be instituted by filing a notice of appeal or petition for review in accordance with the Florida Rules of Appellate Procedure within thirty (30) calendar days after the rendition of the decision being appealed. The filing of an appeal does not itself stay enforcement of the final District decision. Judicial review of any District action shall be confined to the record transmitted. The record for judicial review shall be compiled in accordance with the Florida Rules of Appellate Procedure. Failure to file a notice of appeal or petition for review within the time prescribed herein shall constitute a waiver of judicial review proceedings.
- (7) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (8) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 120.69(2)(a), 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective _____, 2026, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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

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

EXHIBIT 6



Epperson Ranch CDD Aquatics

Inspection Date:

9/25/2026 11:58 AM

Prepared by:

Matt Goldrick

Account Manager

STEADFAST OFFICE:
WWW.STEADFASTENV.COM
813-836-7940

Inspection Report

SITE: 1/2

Condition: Excellent ✓Great Good Poor Mixed Condition Improving



Comments:

Pond 1 - That stubborn algal bloom is still present. The road construction previously done uphill may have pushed an immense amount of nutrients in that haven't had a chance to flush out yet. Rain will help and technicians will continue to treat as needed. No nuisance grass observed.

Pond 2 - The wetland is finally holding water. Mild nuisance grass growth present by an inlet drain. A technician will address next visit. No algae observed.

<u>WATER:</u>	☒ Clear	Turbid	Tannic
<u>ALGAE:</u>	N/A	Subsurface Filamentous	☒ Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	N/A	☒ Minimal	Moderate
<u>NUISANCE SPECIES OBSERVED:</u>			Substantial
	Torpedo Grass	Pennywort	Babytears
	Hydrilla	Slender Spikerush	Other:
			Chara

SITE: 3/4

Condition: ✓Excellent Great Good Poor Mixed Condition Improving



Comments:

No algae or nuisance grass observed in either pond. Routine monitoring and treatment as needed will continue.

<u>WATER:</u>	☒ Clear	Turbid	Tannic
<u>ALGAE:</u>	☒ N/A	Subsurface Filamentous	Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	☒ N/A	Minimal	Moderate
<u>NUISANCE SPECIES OBSERVED:</u>			Substantial
	Torpedo Grass	Pennywort	Babytears
	Hydrilla	Slender Spikerush	Other:
			Chara

Inspection Report

SITE: 5/6

Condition: Excellent ✓Great Good Poor Mixed Condition Improving



Comments:

Pond 5 - Mild nuisance grass growth amid beneficial plants. Targeted treatments will be done as to not harm the beneficials. No algae observed.

Pond 6 - Any algae present is well into decay from previous treatment. Technicians will follow up and treat if needed. No nuisance grass observed.

<u>WATER:</u>	☒ Clear	☐ Turbid	☐ Tannic
<u>ALGAE:</u>	N/A	☒ Subsurface Filamentous	☐ Surface Filamentous
		☐ Planktonic	☐ Cyanobacteria
<u>GRASSES:</u>	N/A	☒ Minimal	☐ Moderate
<u>NUISANCE SPECIES OBSERVED:</u>			☐ Substantial
	Torpedo Grass	Pennywort	Babytears
	Hydrilla	Slender Spikerush	Other:
			Chara

SITE: 7/8

Condition: Excellent ✓Great Good Poor Mixed Condition Improving



Comments:

Pond 7 - Filamentous algae bloom present around the perimeter. A technicians will address next visit. No nuisance grass observed.

Pond 8 - One very small patch of planktonic algae present in the corner. This will clear quickly with an algaecide application next week. The mild nuisance grass growth will also be addressed at that time.

<u>WATER:</u>	☒ Clear	☐ Turbid	☐ Tannic
<u>ALGAE:</u>	N/A	☐ Subsurface Filamentous	☒ Surface Filamentous
		☒ Planktonic	☐ Cyanobacteria
<u>GRASSES:</u>	N/A	☒ Minimal	☐ Moderate
<u>NUISANCE SPECIES OBSERVED:</u>			☐ Substantial
	Torpedo Grass	Pennywort	Babytears
	Hydrilla	Slender Spikerush	Other:
			Chara

Inspection Report

SITE: 9/10

Condition: Excellent ✓Great Good Poor ✓Mixed Condition ✓Improving



Comments:

Pond 9 - No algae or nuisance grass observed. Routine monitoring and treatment as needed will continue.

Pond 10 - Great progress a clearing the algal bloom from last month. There is discharge from the home with in-progress pool construction that may be hindering further improvements. This must be removed to prevent illicit discharge and erosion. No nuisance grass observed.

<u>WATER:</u>	✗ Clear	Turbid	Tannic
<u>ALGAE:</u>	N/A	Subsurface Filamentous	✗ Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	✗ N/A	Minimal	Moderate
<u>NUISANCE SPECIES OBSERVED:</u>			Substantial
	Torpedo Grass	Pennywort	Babytears
	Hydrilla	Slender Spikerush	Other:
			Chara

SITE: 11/12

Condition: Excellent Great ✓Good Poor ✓Mixed Condition Improving



Comments:

Pond 11 - Treatments are underway for submersed growth. It seems to be staying near the water's edge which will make treatments more effective. Current efforts will continue until fully cleared. No algae observed.

Pond 12 - No algae or nuisance grass observed. Routine monitoring and treatment as needed will continue.

<u>WATER:</u>	✗ Clear	Turbid	Tannic
<u>ALGAE:</u>	✗ N/A	Subsurface Filamentous	Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	N/A	✗ Minimal	Moderate
<u>NUISANCE SPECIES OBSERVED:</u>			Substantial
	Torpedo Grass	Pennywort	✗ Babytears
	Hydrilla	Slender Spikerush	Other:
			Chara

Inspection Report

SITE: 13/14

Condition: ☒Excellent Great Good Poor Mixed Condition Improving



Comments:

No algae or nuisance grass observed in either pond. Routine monitoring and treatment as needed will continue.

There may be a piece of oversized debris in pond 13. Whomever is on site next will inspect and provide a solution.

<u>WATER:</u>	☒ Clear	Turbid	Tannic
<u>ALGAE:</u>	☒ N/A	Subsurface Filamentous	Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	☒ N/A	Minimal	Moderate
			Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
	Torpedo Grass	Pennywort	Babytears
	Hydrilla	Slender Spikerush	Other:
			Chara

SITE: 15/16

Condition: Excellent ☒Great Good Poor ☒Mixed Condition Improving



Comments:

Pond 15 - No algae or nuisance grass observed. Routine monitoring and treatment as needed will continue.

Pond 16 - Filamentous algae present around the perimeter. A technician will treat next visit. No nuisance grass observed.

<u>WATER:</u>	☒ Clear	Turbid	Tannic
<u>ALGAE:</u>	N/A	Subsurface Filamentous	☒ Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	☒ N/A	Minimal	Moderate
			Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
	Torpedo Grass	Pennywort	Babytears
	Hydrilla	Slender Spikerush	Other:
			Chara

Inspection Report

SITE: 17/18

Condition: ✓Excellent Great Good Poor Mixed Condition Improving



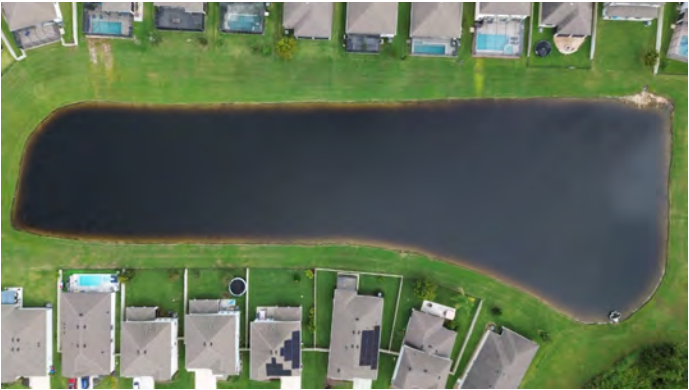
Comments:

No algae or nuisance grass observed in either pond. Routine monitoring and treatment as needed will continue.

<u>WATER:</u>	☒ Clear	Turbid	Tannic
<u>ALGAE:</u>	☒ N/A	Subsurface Filamentous	Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	☒ N/A	Minimal	Moderate
			Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
	Torpedo Grass	Pennywort	Babytears
	Hydrilla	Slender Spikerush	Other:
			Chara

SITE: 19/20

Condition: ✓Excellent Great Good Poor Mixed Condition Improving



Comments:

No algae or nuisance grass observed in either pond. Routine monitoring and treatment as needed will continue.

<u>WATER:</u>	☒ Clear	Turbid	Tannic
<u>ALGAE:</u>	☒ N/A	Subsurface Filamentous	Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	☒ N/A	Minimal	Moderate
			Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
	Torpedo Grass	Pennywort	Babytears
	Hydrilla	Slender Spikerush	Other:
			Chara

Inspection Report

SITE: 21/22

Condition: Excellent ☒Great Good Poor ☒Mixed Condition Improving



Comments:

Pond 21 - Nuisance grasses have appeared in the corners. A technician will address next visit and follow up as needed. No algae observed.

Pond 22 - No algae or nuisance grass observed. Routine monitoring and treatment as needed will continue.

<u>WATER:</u>	☒ Clear	Turbid	Tannic	
<u>ALGAE:</u>	☒ N/A	Subsurface Filamentous	Surface Filamentous	
		Planktonic	Cyanobacteria	
<u>GRASSES:</u>	N/A	☒ Minimal	Moderate	Substantial
<u>NUISANCE SPECIES OBSERVED:</u>				
	Torpedo Grass	Pennywort	Babytears	Chara
	Hydrilla	Slender Spikerush	Other:	

SITE: 23/24

Condition: Excellent ☒Great Good Poor ☒Mixed Condition Improving



Comments:

Pond 23 - No algae or nuisance grass observed. Routine monitoring and treatment as needed will continue.

Pond 24 - Patches of nuisance grasses present along the shoreline. These tend to come and go quickly so technicians have learned how to deal with them. No algae observed.

<u>WATER:</u>	☒ Clear	Turbid	Tannic	
<u>ALGAE:</u>	☒ N/A	Subsurface Filamentous	Surface Filamentous	
		Planktonic	Cyanobacteria	
<u>GRASSES:</u>	N/A	☒ Minimal	Moderate	Substantial
<u>NUISANCE SPECIES OBSERVED:</u>				
	Torpedo Grass	Pennywort	Babytears	Chara
	Hydrilla	Slender Spikerush	Other:	

Inspection Report

SITE: 25/26

Condition: Excellent ☒Great Good Poor Mixed Condition Improving



Comments:

Pond 25 - Any nuisance grasses present are decaying from a previous treatment. A technician will follow up and re-treat if needed. No algae observed.

Pond 26 - No algae or nuisance grass observed. Routine monitoring and treatment as needed will continue.

<u>WATER:</u>	☒ Clear	Turbid	Tannic	
<u>ALGAE:</u>	☒ N/A	Subsurface Filamentous	Surface Filamentous	
		Planktonic	Cyanobacteria	
<u>GRASSES:</u>	N/A	☒ Minimal	Moderate	Substantial
<u>NUISANCE SPECIES OBSERVED:</u>				
	Torpedo Grass	Pennywort	Babytears	Chara
	Hydrilla	Slender Spikerush	Other:	

SITE: 27/28

Condition: ☒Excellent Great Good Poor Mixed Condition Improving



Comments:

No algae or nuisance grass observed in either pond. Routine monitoring and treatment as needed will continue. Erosion repairs on pond 28 were underway when this photo was taken.

<u>WATER:</u>	☒ Clear	Turbid	Tannic	
<u>ALGAE:</u>	☒ N/A	Subsurface Filamentous	Surface Filamentous	
		Planktonic	Cyanobacteria	
<u>GRASSES:</u>	☒ N/A	Minimal	Moderate	Substantial
<u>NUISANCE SPECIES OBSERVED:</u>				
	Torpedo Grass	Pennywort	Babytears	Chara
	Hydrilla	Slender Spikerush	Other:	

Inspection Report

SITE: 29/30

Condition: Excellent ☒Great Good Poor ☒Mixed Condition Improving



Comments:

Pond 29 - No algae or nuisance grass observed. Routine monitoring and treatment as needed will continue.

Pond 30 - Small patches of nuisance grasses have started creeping in from the shoreline. a technician will treat next visit. No algae observed.

<u>WATER:</u>	☒ Clear	Turbid	Tannic	
<u>ALGAE:</u>	☒ N/A	Subsurface Filamentous	Surface Filamentous	
		Planktonic	Cyanobacteria	
<u>GRASSES:</u>	N/A	☒ Minimal	Moderate	Substantial
<u>NUISANCE SPECIES OBSERVED:</u>				
	Torpedo Grass	Pennywort	Babytears	Chara
	Hydrilla	Slender Spikerush	Other:	

SITE: 31/32

Condition: ☒Excellent Great Good Poor Mixed Condition Improving



Comments:

No algae or nuisance grass observed in either pond. Routine monitoring and treatment as needed will continue.

<u>WATER:</u>	☒ Clear	Turbid	Tannic	
<u>ALGAE:</u>	☒ N/A	Subsurface Filamentous	Surface Filamentous	
		Planktonic	Cyanobacteria	
<u>GRASSES:</u>	☒ N/A	Minimal	Moderate	Substantial
<u>NUISANCE SPECIES OBSERVED:</u>				
	Torpedo Grass	Pennywort	Babytears	Chara
	Hydrilla	Slender Spikerush	Other:	

MANAGEMENT SUMMARY



75

Summer is coming to a close and ponds are definitely feeling it. This is typically one of the most difficult times of year for aquatic management. Temperatures are still high, but slowly declining. Algal growth will continue to benefit off these conditions for a few more weeks. Daily rain is keeping things interesting as well. Bad news: it's going to feed vegetative and algal growth with new nutrients flushed into the ponds. Good news: water levels are slowly returning to where they should be and clearing terrestrial growth. All this means is pond conditions can change in a few days; improving or declining. Technicians are putting in efforts toward one last push to finish the season strong and set us up for an easy winter.

Conditions are generally better than last month across all ponds. This is opposite of many other communities right now. I expect the worst conditions of the year in September-October, but we're in great shape here. Algae is still minimal and only present in ponds with histories of blooms. Grasses have picked up slightly from the daily rain but less sunlight will begin to counteract this soon. I'll work with technicians to adjust their treatments to maintain the ponds in good conditions, and clear those that need attention.

RECOMMENDATIONS

Continue to treat ponds for algae, administer follow-ups to ponds experiencing extended decay times.

Administer treatments to any nuisance grasses growing along exposed shorelines and within beneficial plants.

Continue to apply treatment to overgrown littoral areas.

Avoid over treating ponds, to prevent fish kills or toxic blooms.

Stay alert for debris items that find their way to the pond's shore.

Thank you for choosing Steadfast Environmental!

MAINTENANCE AREA



EPPERSON RANCH CDD

Wesley Chapel, FL



EXHIBIT 7
(to be distributed)

EXHIBIT 8



Skoops Poop
skoops poop@Gmail.com

RECIPIENT:

Mike Bush
Epperson Boulevard
Wesley Chapel, Florida 33545

Job #189

Scheduled Sep 06, 2026

CAM / HOA Maintenance

Materials Used

Roll Bags	0.0
Header Bags	0.0
Garbage Bags	26.0
Service Photos (1 - 10)	





Skoops Poop
skoospoop@Gmail.com



Service Photos (11 - 20)





Skoops Poop
skoospoop@Gmail.com



Service Photos (21 - 30)



Skoops Poop
skoopspoop@Gmail.com





Skoops Poop
skoops poop@Gmail.com

RECIPIENT:

Mike Bush
Epperson Boulevard
Wesley Chapel, Florida 33545

Job #189

Scheduled Sep 13, 2026

CAM / HOA Maintenance

Materials Used

Roll Bags	0.0
Header Bags	0.0
Garbage Bags	27.0
Service Photos (1 - 10)	





Skoops Poop
skoospoop@Gmail.com



Service Photos (11 - 20)





Skoops Poop
skoospoop@Gmail.com



Service Photos (21 - 30)



Skoops Poop
skoopspoop@Gmail.com





Skoops Poop
skoospoop@Gmail.com

Service Photos (31 - 40)





Skoops Poop
skoops poop@Gmail.com





Skoops Poop
skoopspoop@Gmail.com

RECIPIENT:

Mike Bush

Epperson Boulevard
Wesley Chapel, Florida 33545

Job #189

Scheduled

Sep 20, 2026

HOA Maintenance

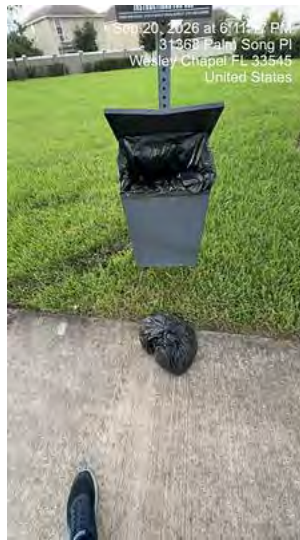
Materials Used

Roll Bags 3.0

Can Liners 18.0

Garbage Bags 8.0

Service Photos (1 - 10)





Skoops Poop
skoospoop@Gmail.com



Service Photos (11 - 20)





Skoops Poop
skoospoop@gmail.com



Service Photos (21 - 30)



Skoops Poop
skoopspoop@Gmail.com





Skoops Poop
skoops poop@Gmail.com





Skoops Poop
skoospoop@gmail.com

RECIPIENT:

Mike Bush

Epperson Boulevard
Wesley Chapel, Florida 33545

Job #189

Scheduled

Sep 27, 2026

HOA Maintenance

Materials Used

Roll Bags 16.0

Can Liners 20.0

Garbage Bags 9.0

Service Photos (1 - 10)





Skoops Poop
skoospoop@gmail.com



Service Photos (11 - 20)



Skoops Poop
skoospoop@gmail.com





Skoops Poop
skoops poop@Gmail.com

Service Photos (21 - 30)





Skoops Poop
skoops poop@Gmail.com



EXHIBIT 9

Copy of Mach Form Comments (through 09-28)

Date Reported	Type of Complaint	Complaint	Board Direction	Action	Date Closed
17-Apr-25	Hardscape	Street Sign at the stop sign on the corner of Windward Palm and Olive Brook Drive was never put back up		Sign is ordered	
11-Jun-25	Hardscape	Concrete bollard on Yale Harbor golf cart path has been knocked down, reported to Bush and Todd who will remove and assess		Heath/Bush work with Site Masters to get this Bollard replaced	
24-Dec-25	Hardscape	Street sign at corner of Yale Harbor Drive and Epperson Boulevard is still missing		Bush is going to work with Tampa SWAP	
10-Jan-26	Other	Parents appear to be taking up all the parking spots by mailboxes waiting for school bus dropoff, resident feels inconvenienced for attempting to check mail	Discussed February designating specific spaces as mailbox only - 5 min parking	Monitor. Bush will be looking into cost of signs.	Being installed - 08/03
3-May-26	Landscaping	High landscaping around the pond between Tansy and Yale Harbor, resident has previously reported this and requested for mowing		Sent email to Anthony/LMP (June 2026)	
29-May-26	Sidewalks	New construction on back golf cart path already holding water in multiple areas		District Engineer working with ADS - 08/03	
30-May-26	Landscaping	Cart path behind homes on Tansy Bend needs grass trimming along fence lines. Pathway edging on cart path leading to Yale Harbor also needed. Suggests installing drainage to get rid of standing water that has been pooling following recent rains		District Engineer working with ADS - 08/03	
30-May-26	Landscaping	Grass trimming not being performed on outside of back fences, abutting pond			
1-Jun-26	Landscaping	Grass on Parrot Reef Ct pond has not been cut in weeks			
1-Jun-26	Landscaping	Home is by conservation area and the CDD is responsible for mowing the grass there, has been overgrown over the past month			
2-Jun-26	Ponds	Pond behind property on Palm Song Place has unkempt grass, the pond shoreline has heavy erosion, requests aerators		Monitoring - 08/03	
3-Jun-26	Landscaping	Grass overgrown around pond behind property on Yale Harbor Drive, indicates that this is her third attempt at getting the grass trimmed and that this is beginning to interfere with pest control			

Copy of Mach Form Comments (through 09-28)

9-Jun-26	Landscaping	Grass backing up to fence facing Yale Harbor pond is not being mowed, grass is now growing through fence			
10-Jun-26	Landscaping	Common area island needs to be mowed and maintained	Can be done once vehicles stop parking in median		
11-Jun-26	Dog park	Yellow poles at beginning of Palm Song Place golf cart path have been vandalized, covers removed			
17-Jun-26	Hardscape	New curb behind Tansy Bend has resulted in several puddles of standing water, expresses concerns about path not being properly graded for water flow and standing water leading to further issues if not repaired soon		District Engineer working with ADS - 08/03	
22-Jun-26	Landscaping	Asks when grasss will be cut on pond area on Olive Brook Drive, nearly a foot high and unsightly			
28-Jun-26	Ponds	Resident of Pool Compass, asks if fishing is allowed in ponds inside the community	Fishing is allowed on Epperson Ranch CDD ponds. Easements need to be kept in mind to avoid trespassing for pond access	Supervisor Epps-Gardner to draft specific fishing informational notice with District Manager	
29-Jun-26	Streetlights	Two poles are not working on Epperson Blvd and missing sticker to scan. Between Tot Lot and circle		Reported	
3-Jul-26	Sidewalks	Safety mirrors on golf cart path from Palm Song to Yale Harbor have broken or missing mirrors		Replacements have been ordered - 08/03	
12-Jul-26	Other	Trash cans by mail lockers off Yale Harbor are overflowing, suggests more frequent pickups		New vendor - 08/03	
14-Jul-26	Other	Mail box trash can overflowing		New vendor - 08/03	
14-Jul-26	Midgeflies	Increased amount of midge flies observed outside Summer Sun Loop pond, asks if pond aerator is functioning correctly and when pond was last serviced		Close - everything is working correctly	
18-Jul-26	Landscaping	Area behind property on Colada Drift Way has not been maintained for a month and is overgrowing into resident's yard		Monitoring - 08/03	

Copy of Mach Form Comments (through 09-28)

16-Aug-26	Other	Water is leaking every day for hours near the Olive Brook gate - source not specified			
18-Aug-26	Sidewalks	Yale Harbor mailbox handicapped spot is not ADA compliant and the ramp is unable to be used when a car is parked in the spot. Parallel parking results in a dangerous situation where the wheelchair user exits into the street. Requests for each mailbox to have a space that faces front first and lines painted connected to ramp			
27-Aug-26	Landscaping	Trees on Epperson Blvd leading to Palm Song place has many trees dead at the top			
27-Aug-26	Hardscape	Broken slat on golf cart path fence leading up to 31494 Tansy Bend. Homeowner requests for repair to happen during the day outside of 12:00 to 1:30 pm timeframe		Close - completed	
31-Aug-26	Sidewalks	Identified 3 areas on north side of Overpass (between Lagoon and Curley) and an area on multi-purpose path at corner of Overpass and Curley that retains standing water after rains. Resident has emailed Pasco County which stated that they reviewed and determined that the locations fell under maintenance responsibility of Epperson CDD		Close - This is either a developer or Epperson II problem	
4-Sep-26	Landscaping	Tree in front of property on 7516 Yale Harbor Drive needs trimming		Close - This is a resident concern	
8-Sep-26	Landscaping	Water continually leaking near Olive Brook Dr gate (on Sandbay/Overpsas side), previously submitted ticket on August 16			
10-Sep-26	Landscaping	Butterfly garden sidewalk facing Olive Brook has standing water that stays for days, drain doesn't work properly. Mulch from garden also washes down to resident's property next door			
10-Sep-26	Ponds	Pond behind 30907 Summer Sun Loop has thick layer of algae			
10-Sep-26	Landscaping	Resident on Palm Song Place is concerned that lawn crew servicing ponds have been using lawns of houses that are not on the easement to access the ponds			
14-Sep-26	Streetlights	PAS-7084 light on Yale Harbor Drive has not been repaired, has submitted ticket with Streetleaf on August 19 but outage has not been addressed			

Copy of Mach Form Comments (through 09-28)

17-Sep-26	Landscaping	Grass area around pond by Abby Brooks Cir has not been cut for past 3-4 weeks, is about a foot high		Close - This is for Epperson II	
21-Sep-26	Ponds	Drain coming apart at pond between Yale Harbor and Tansy Bend			
21-Sep-26	Other	Landscapers ran over fiber optic router marker, resident is on Tuscan Bay Circle			
23-Sep-26	Other	Additional request from Palm Song Place resident for lawncare crews to stop driving over lawns that are not on easement, has videos and photos of trackmarks over the past week		Close as DM reached out to both Aquatic and Landscaping	
23-Sep-26	Other	Broken fiber optic router marker (large plastic tube) is now full of water and shards of broken plastic are laying out in common area still			
24-Sep-26	Other	Comment contains multiple questions related to HOA, but also reports flooding, bad smell, and graffiti in pedestrian tunnel to the lagoon, removal of fence gates on Epperson walking path, and black fence with double gate near Epperson Lagoon pedestrian tunnel is stuck open		Close as Chair responded to resident	
28-Sep-26	Hardscape	Standing water and leaking continuing in tunnel			

EXHIBIT 10

1 **MINUTES OF MEETING**

2 **EPPERSON RANCH**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting of the Board of Supervisors of the Epperson Ranch Community Development
5 District was held on Thursday, September 10, 2026 at 6:19 p.m. at The WaterGrass Club, 32711
6 Windelstraw Drive, Wesley Chapel, Florida, 33545.

7 **FIRST ORDER OF BUSINESS – Call to Order/Roll Call**

8 Mr. Beckett called the meeting to order and conducted roll call.

9 Present and constituting a quorum were:

10 Dawn Curran-Tubb	Board Supervisor, Chairwoman
11 Christy Bartels	Board Supervisor, Vice Chairwoman
12 Cherdonna Epps-Gardner	Board Supervisor, Assistant Secretary
13 Harl Page	Board Supervisor, Assistant Secretary

14 Also present were:

15 Heath Beckett	District Manager, Vesta District Services
16 Michael Bush	Field Services Manager, Vesta District Services
17 Michael Eckert	District Counsel, Kutak Rock LLP
18 Kevin Riemensperger	Steadfast Alliance
19 Anthony Vega	LMP/Juniper

20
21 *The following is a summary of the discussions and actions taken at the September 10, 2026 Epperson Ranch*
22 *CDD Board of Supervisors Regular Meeting.*

23 **SECOND ORDER OF BUSINESS – Audience Comments – (limited to 3 minutes per individual on**
24 **agenda items only)**

25 There being none, the next item followed.

26 **THIRD ORDER OF BUSINESS – Vendor Reports – Questions from Board Members Only**

27 A. Steadfast Alliance

28 ➤ Exhibit 1: July Waterway Inspection Report

29 Mr. Riemensperger presented the report, noting that recent weather patterns had been
30 having a positive impact on the ponds. Mr. Riemensperger acknowledged that rains were
31 bringing some trash runoff into ponds that crews were addressing, and that the field tech
32 would be on site Friday to address algae reported via the Mach form.

33 B. LMP/Juniper

34 Ms. Curran-Tubb stated that a landscape maintenance services RFP had been initiated, citing
35 ongoing issues with service and the failure of the vendor to send a representative to CDD meetings
36 to present reports and address community concerns for the past few months. Ms. Curran-Tubb
37 acknowledged that mowing had improved, but indicated that there had been major long-standing
38 issues that had gone unaddressed, including the palm trees on Overpass Road which had been
39 escalated to the point of District Counsel involvement, a hole left by the Roma Dune golf cart path
40 related to irrigation which presented a safety hazard, and sprinkler head damage on Olive Brook
41 and Sand Bay Ridge that may be caused by edging trim machinery. Mr. Vega stated that he would

inspect the cart path following the meeting, and look into and send District Management an update about the irrigation issues.

A proposal was walked on for fall color annuals. The Board inquired about the install timing, and Mr. Vega stated that this would be done upon approval with a 10-day window. The Board additionally requested clarification on the colors and types of flowers, which were not specified in the proposal. The Board opted to approve the proposal, with the Vice Chair to sign off on the colors and types of annuals. The Board additionally commented in favor of hard deadlines for approved proposal work.

The Board opened the floor to audience comments. A comment was heard suggesting that mums be considered as a type of flower installed, noting that these may be relatively hardy and last longer than other species.

On a MOTION by Ms. Bartels, SECONDED by Ms. Epps-Gardner, WITH ALL IN FAVOR, the Board approved LMP Proposal #416962 for the purchase of fall color flowers, to be installed within 10 days of approval of flower colors by Ms. Bartels, in the amount of \$2,320.00, for the Epperson Ranch Community Development District.

Following the motion, another proposal was walked on to remove the four dead Christmas palms and replace with pygmy date palms and mulch. Staff noted that the mulch island did not have irrigation, so the proposal included an additional set of weekly hand watering for the first month. Ms. Curran-Tubb expressed concerns about having to request the proposal rather than the vendor bringing this to the Board's attention.

The Board requested to table proposal #417217 until after RFP selection.

The Board and Mr. Vega additionally discussed insect applications and weeds present at the Tot Lot, as well as an upcoming changeover in the Account Manager assigned to Epperson Ranch. Mr. Vega noted that Mr. Ledesma, the new Account Manager, had a schedule conflict and was unable to attend the meeting, but that he would be meeting with Mr. Ledesma the following morning.

FOURTH ORDER OF BUSINESS – Staff Reports – Questions from Board Members Only

A. District Counsel

Mr. Eckert noted that he had been assisting with District Management throughout the landscape RFP process, and that he had nothing additional to report.

B. District Engineer

- Exhibit 2: Presentation of Stantec Professional Services Agreement Change Order 2026-01

Mr. Beckett explained that change orders were submitted by Stantec whenever engineering had exceeded the budgeted amount for the fiscal year ending September 30, and that the amount being approved was an authorization of additional funds up to a certain dollar amount, but would not necessarily all be spent. Mr. Beckett stated that this change order was in the amount of \$15,000. The Board and Mr. Beckett discussed engineering projects throughout the year contributing to higher expenditures, including the curbs, Tansy Bend cart path, signage reports, and inspections.

On a MOTION by Ms. Epps-Gardner, SECONDED by Mr. Page, WITH ALL IN FAVOR, the Board approved Stantec Change Order 2026-01, as presented, for the Epperson Ranch Community Development District.

C. Exhibit 3: Field Services Manager

Mr. Bush presented his report, providing an overview of a project tracker that had been provided in the first two pages, including project status, a completion date column, and information on the vendor/representative that each job was assigned to. Comments were heard from the Board regarding the smaller size of the new street signs, and Mr. Bush noted that this would be corrected at no additional cost to the CDD. Ms. Bartels additionally requested to be notified when the light issue had been fixed, so that she could put the flag back up. Positive comments were heard regarding graffiti cleanup efforts, and additional discussion ensued regarding potential proposals for a swing set shade structure. Ms. Bartels also commented on overgrowth by the Olive Brook mailboxes, which Ms. Curran-Tubb noted was not covered on the mow map. Ms. Epps-Gardner suggested looking into updating the District map to address gaps in coverage, and discussion ensued regarding associated engineering costs.

➤ Exhibit 4: Skoops Poop Pet Station Report (dated 8/23 and 8/30)

Highly positive feedback was noted from the Board for the pet station reports and the vendor's work.

D. District Manager

➤ Exhibit 5: Presentation and Discussion of Mach Form Comments (*updated as of September 2*)

The Board suggested removing the open item related to installing concrete bollards at the crosswalk U-turn area, as the problem had lessened. The Board additionally noted that the sign at the corner of Yale Harbor Drive and Epperson Boulevard was no longer missing. Discussion ensued regarding mailbox parking issues, particularly when students were being picked up. Mr. Beckett stated that he would get with the District Engineer regarding the handicap spots at the mailbox and ADA compliance.

➤ Exhibit 6: Resident Request for Bollards

Mr. Beckett noted that the request was for the golf cart path from Tuscan Bay to Overpass Road. The Board requested to have Tampa S.W.A.P. install a bollard, suggesting that a single bollard in the center would prevent vehicles from entering while still allowing for golf cart traffic.

FIFTH ORDER OF BUSINESS – Consent Agenda

A. Exhibit 7: Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held on August 3, 2026

Mr. Beckett noted corrections to the resolution number of Line 65 as well as verbiage on legislation on Line 113.

B. Exhibit 8: Consideration for Acceptance – The July 2026 Unaudited Financial Statements

On a MOTION by Ms. Epps-Gardner, SECONDED by Ms. Curran-Tubb, WITH ALL IN FAVOR, the Board approved all items of the consent agenda, with changes to the minutes as presented, for the Epperson Ranch Community Development District.

SIXTH ORDER OF BUSINESS – Business Matters

A. Exhibit 9: Consideration & Adoption of **Resolution 2026-10**, Adopting FY 2026-2027 Meeting Schedule

On a MOTION by Ms. Curran-Tubb, SECONDED by Ms. Bartels, WITH ALL IN FAVOR, the Board adopted **Resolution 2026-10**, Adopting the FY 2026-2027 Meeting Schedule, as presented, for the Epperson Ranch Community Development District.

SEVENTH ORDER OF BUSINESS – Discussion Topics

EIGHTH ORDER OF BUSINESS – Supervisor Requests

A. Discussion of RFID Tags

The Board and Mr. Beckett discussed notifying Epperson Ranch residents via mail of the closure of the gates. Mr. Beckett noted that the cost associated with sending out assessment letters had been \$1,388. The Board commented in favor of issuing letters informing residents of the gates closing effective October 7, 2026, with additional information on gate access using the Cellgate App and further distribution of RFID tags by mail with shipping and handling fees for anyone who had been unable to attend any of the multiple free distribution events. Mr. Eckert advised that decisions on specific sticker costs and fees associated with mailing tags would need to be established with the rate-making proceedings set for the Board meeting scheduled on October 5, the format of which allowed for input from the public.

On a MOTION by Ms. Curran-Tubb, SECONDED by Ms. Epps-Gardner, WITH ALL IN FAVOR, the Board approved sending out a gate letter via mail to residents, in an amount not to exceed \$1,500.00, with changes to the minutes as presented, for the Epperson Ranch Community Development District.

Following the motion, the Board discussed holiday lighting and outdoor decorations contracts and their scopes. Comments were made regarding trees on Overpass Road and Metro Development paying for some areas. The Board noted that there were two separate contracts with different vendors in the record, and discussed providing for the Christmas light committee to proceed within a given budget with Ms. Bartels as Board liaison with final oversight. The Board additionally requested for nails not to be hammered into columns.

On a MOTION by Ms. Curran-Tubb, SECONDED by Ms. Epps-Gardner, WITH ALL IN FAVOR, the Board approved designating Ms. Bartels to sign off on the holiday lighting and decoration proposal, in an amount not to exceed \$35,000.00, for the Epperson Ranch Community Development District.

Following the motion, the Board requested for Tampa S.W.A.P. to proceed with work on the monument prior to decorations needing to go up.

Mr. Beckett additionally provided an update on the landscape RFP process, noting that nine companies, including the current vendor, had attended the mandatory pre-bid meeting. Mr. Beckett stated that some addendums to the project manual had been issued to answer specific questions from vendors, and that proposals were due to the District Management office by noon, September 21, to be publicly opened on September 23 at 3:00 p.m. The Board and Mr. Beckett discussed the evaluation and scoring process set for the October meeting. Mr. Eckert advised that the proposals received were confidential, though once a selection was made the bid may become public with certain exemptions. Mr. Eckert additionally noted that the Board could review the proposals ahead

of the meeting, but there may be some legal concerns regarding filling out and completing score sheets outside of the meeting.

NINTH ORDER OF BUSINESS – Audience Comments – (limited to 3 minutes per individual for non-agenda items)

There being none, the next item followed.

TENTH ORDER OF BUSINESS – Action Items Summary

Action items were listed:

- The District Manager will send a draft of the RFID tag/gates closure letter to Ms. Epps-Gardner for review, then with approval will print and send out the letters to the community.
- Ms. Bartels will act as Board liaison with the holiday lighting committee and sign off of final décor proposals within the budgeted amount.
- A discussion item for parking at the Tot Lot will be added for consideration in FY 2027.
- District Management will reach out to the District Engineer regarding updating the current mow map.

ELEVENTH ORDER OF BUSINESS – Next Meeting Quorum Check – October 5, 2026 at 6:00 p.m. at the WaterGrass Club, 32711 Windelstraw Drive, Wesley Chapel, FL 33545

Ms. Curran-Tubb, Ms. Bartels, and Ms. Epps-Gardner stated that they would be present at the October 5 meeting in person, which would constitute a quorum.

TWELFTH ORDER OF BUSINESS – Adjournment

Mr. Beckett asked for final questions, comments, or corrections before requesting a motion to adjourn the meeting. There being none, Ms. Curran-Tubb made a motion to adjourn the meeting.

On a MOTION by Ms. Curran-Tubb, SECONDED by Ms. Epps-Gardner, WITH ALL IN FAVOR, the Board adjourned the meeting at 8:30 p.m. for the Epperson Ranch Community Development District.

**Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.*

Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on _____.

Signature

Signature

Printed Name

Printed Name

Title: ☐ Secretary ☐ Assistant Secretary

Title: ☐ Chairman ☐ Vice Chairman

EXHIBIT 11

*Epperson Ranch
Community Development District*

*Financial Statements
(Unaudited)*

August 31, 2026



Epperson Ranch CDD
Balance Sheet
August 31, 2026

	General Fund	Capital Reserve Fund	Debt Service 2015	Debt Service 2017	TOTAL
1 ASSETS					
2 OPERATING ACCOUNT	\$ 109,468	\$ -	\$ -	\$ -	\$ 109,468
3 MM ACCOUNT	1,884,271	-	-	-	1,884,271
4 TRUST ACCOUNTS:					
5 REVENUE FUND	-	-	490,430	715,631	1,206,061
6 INTEREST FUND	-	-	-	-	-
7 PREPAYMENT FUND	-	-	633	-	633
8 RESERVE FUND	-	-	426,980	624,681	1,051,661
9 ACQ & CONS	-	-	33	571	604
10 ACCOUNTS RECEIVABLE	-	-	-	-	-
11 ASSESSMENTS RECEIVABLE ON-ROLL	-	-	-	-	-
12 DUE FROM OTHER FUNDS	-	-	-	-	-
13 UNDEPOSITED FUNDS	-	-	8,582	12,550	21,132
14 PREPAID ITEMS	4,682	-	-	-	4,682
15 UTILITY DEPOSITS	10,919	-	-	-	10,919
16 SOLAR LIGHTING SECURITY DEPOSIT	37,100	-	-	-	37,100
17 TOTAL ASSETS	\$ 2,046,440	\$ -	\$ 926,658	\$ 1,353,433	\$ 4,326,532
18 LIABILITIES					
19 ACCOUNTS PAYABLE	\$ 44,674	\$ -	\$ -	\$ -	\$ 44,674
20 DEFERRED ASSESSMENTS ON-ROLL	-	-	-	-	-
21 DUE TO OTHER FUNDS	-	-	-	-	-
22 TOTAL LIABILITIES	44,674	-	-	-	44,674
23 FUND BALANCE					
24 NONSPENDABLE					
25 PREPAID & DEPOSITS	52,701	-	-	-	52,701
26 CAPITAL RESERVES	-	-	-	-	-
27 RESERVED - OPERATING CAPITAL	289,708	-	-	-	289,708
28 UNASSIGNED	1,659,358	-	926,658	1,353,433	3,939,449
29 TOTAL FUND BALANCE	2,001,766	-	926,658.46	1,353,433	4,281,858
29 TOTAL LIABILITIES & FUND BALANCE	\$ 2,046,440	\$ -	\$ 926,658	\$ 1,353,433	\$ 4,326,532

Epperson Ranch CDD
General Fund
Statement of Revenues, Expenses, and Changes in Fund Balance
For the period from October 1, 2025 to August 31, 2026

	FY 2026 Amended Budget	FY 2026 Month of August	FY 2026 Total Actual Year-to-Date	VARIANCE Over (Under) to Budget	% Actual YTD / FY Budget
1 REVENUES					
2 General Fund Revenue	\$ 1,738,247	\$ -	\$ 1,744,211	\$ 5,964	100%
3 Interest Revenue	-	5,192	71,375	71,375	
4 Miscellaneous (Gate Access, Fobs, Etc.)	-	-	3,857	3,857	
5 TOTAL REVENUES	1,738,247	5,192	1,819,442	81,195	105%
6 EXPENDITURES					
7 ADMINISTRATIVE					
8 Supervisors Compensation	12,000	500	6,500	(5,500)	54%
9 Payroll Taxes	918	146	1,466	548	160%
10 Payroll Service Fees	673	50	500	(173)	74%
11 Management Consulting Services	46,575	3,881	42,694	(3,881)	92%
12 Travel Per Diem	100	-	-	(100)	0%
13 Meeting Room Rental	2,400	425	1,675	(725)	70%
14 Bank Fees	200	-	-	(200)	0%
15 Auditing Services	4,500	-	4,000	(500)	89%
16 Regulatory and Permit Fees	175	-	175	-	100%
17 Legal Advertisements	1,500	542	958	(542)	64%
18 Engineering Services	40,500	-	40,360	(140)	100%
19 Legal Services	35,000	3,166	25,422	(9,578)	73%
20 Assessment Collection Fee	150	-	150	-	100%
21 Website Development & Hosting	2,015	247	3,408	1,393	169%
22 Miscellaneous	2,500	-	1,413	(1,087)	57%
23 TOTAL ADMINISTRATIVE	149,206	8,957	128,721	(20,485)	86%
24 INSURANCE					
25 Insurance	69,936	-	64,443	(5,493)	92%
26 TOTAL INSURANCE	69,936	-	64,443	(5,493)	92%
27 DEBT SERVICE ADMINISTRATION					
28 Bond Dissemination	5,000	-	5,000	-	100%
29 Trustee Fees	9,105	-	7,657	(1,448)	84%
30 Arbitrage Reporting	1,300	-	1,300	-	100%
31 TOTAL DEBT SERVICE ADMINISTRATION	15,405	-	13,957	(1,448)	91%
32 FIELD OPERATIONS					
33 District Field Tech	25,000	2,083	22,917	(2,083)	92%
34 Handyman Services	18,000	1,075	9,972	(8,028)	55%
35 Utility - Electricity	16,800	534	5,684	(11,116)	34%
36 Utility - Streetlights	270,600	4,589	222,779	(47,821)	82%
37 Utility - Water	20,000	1,106	10,578	(9,422)	53%
38 Pet Waste Removal	13,338	-	11,115	(2,223)	83%
39 Lake/Pond Maintenance	50,000	2,575	34,487	(15,513)	69%
40 Midge Fly Abatement	50,000	4,040	40,400	(9,600)	81%
41 Landscape Maintenance - Phase 1, 2 & 3	366,862	29,538	324,958	(41,904)	89%
42 Landscape Replacement	47,500	-	27,090	(20,410)	57%
43 Irrigation and Repair	30,000	83	7,258	(22,742)	24%
44 Playground Mulch - Ada Compliant	7,500	-	3,692	(3,808)	49%
45 Holiday Lighting	35,000	-	35,024	24	100%
46 Water Feature Cleaning & Maintenance	15,000	650	11,504	(3,496)	77%
47 Gate Maintenance & Repairs	30,000	-	27,579	(2,421)	92%
48 Sidewalk Maintenance & Pressure Washing	55,000	-	-	(55,000)	0%
49 Playground	70,000	-	450	(69,550)	1%
50 Infrastructure Maintenance & Repairs	121,900	3,600	137,533	15,633	113%
51 Tunnel Maintenance	10,000	375	800	(9,200)	8%

	FY 2026 Amended Budget	FY 2026 Month of August	FY 2026 Total Actual Year-to-Date	VARIANCE Over (Under) to Budget	% Actual YTD / FY Budget
52 Drainage Structure Inspection & Repairs	40,000	-	-	(40,000)	0%
53 Security Patrols	5,000	-	-	(5,000)	0%
54 Contingency	78,600	23,622	25,623	(52,977)	33%
55 TOTAL FIELD OPERATIONS	1,376,100	73,870	959,444	(416,656)	70%
56 AMENITY OPERATIONS					
57 Miscellaneous Amenity Repairs & Main.	5,000	-	-	(5,000)	0%
58 Gate Cell Service	8,000	244	5,798	(2,202)	72%
59 Gate Security Cameras	3,100	410	5,772	2,672	186%
60 Security Fobs, Clickers and Pedestrian Gate	1,500	125	454	(1,046)	30%
61 TOTAL AMENITY OPERATIONS	17,600	778	12,024	(5,576)	68%
62 CAPITAL RESERVES					
63 Reserve Contribution	110,000	-	98,358	(11,642)	89%
64 TOTAL CAPITAL RESERVES	110,000	-	98,358	(11,642)	89%
65 TOTAL EXPENDITURES	1,738,247	83,605	1,276,947	(461,300)	73%
66 REVENUES OVER (UNDER) EXPENDITURES	-	(78,413)	542,495	542,495	
67 OTHER FINANCING SOURCES & USES					
68 Transfers In	-	-	454,567	454,567	
69 Transfers Out	-	-	-	-	
70 TOTAL OTHER FINANCING SOURCES & USES	-	-	454,567	454,567	
71 NET CHANGE IN FUND BALANCE	-	(78,413)	997,063	997,063	
72 Fund Balance - Beginning	611,314		1,004,704	393,390	
73 Transfer In From Reserve to GF	427,458			(427,458)	
74 FUND BALANCE - ENDING - PROJECTED	1,038,772	(78,413)	2,001,766	962,994	
75 ANALYSIS OF FUND BALANCE					
76 NON SPENDABLE DEPOSITS					
77 PREPAID & DEPOSITS	-		52,701		
78 CAPITAL RESERVES	-		-		
79 3-MONTH OPERATING CAPITAL	-		289,708		
80 UNASSIGNED	1,038,772		1,659,358		
81 TOTAL FUND BALANCE	\$ 1,038,772		\$ 2,001,766		

Epperson Ranch CDD
Capital Reserve Fund (CRF)
Statement of Revenue, Expenditures, and Changes in Fund Balance
For the period from October 1, 2025 to August 31, 2026

	FY 2026 Adopted Budget	FY 2026 Total Actual Year-to-Date	VARIANCE Over (Under) to Budget
1 REVENUES			
2 Special Assessments - On Roll (Net)	\$ -	\$ -	\$ -
3 Interest & Miscellaneous	-	-	-
4 TOTAL REVENUES	-	-	-
5 EXPENDITURES			
6 Capital Improvement Plan (Cip)	-	-	-
7 Contingency	-	-	-
8 TOTAL EXPENDITURES	-	-	-
9 REVENUES OVER (UNDER) EXPENDITURES	-	-	-
10 OTHER FINANCING SOURCES & USES			
11 Transfers In	-	-	-
12 Transfers Out	427,458	(454,567)	(882,025)
13 TOTAL OTHER FINANCING SOURCES & USES	427,458	(454,567)	(882,025)
14 NET CHANGE IN FUND BALANCE	427,458	(454,567)	(882,025)
15 Fund Balance - Beginning	427,458	454,567	27,109
16 FUND BALANCE - ENDING - PROJECTED	\$ 854,916	\$ -	\$ (854,916)

Epperson Ranch CDD
Debt Service Fund- Series 2015 A-1
Statement of Revenues, Expenses, and Changes in Fund Balance
For the period from October 1, 2025 to August 31, 2026

	FY 2026 Adopted Budget	FY 2026 Actual Year-to-Date	VARIANCE Over (Under) to Budget
1 REVENUES			
2 Special Assessments - On Roll (Net)	\$ 426,980	\$ 428,451	\$ 1,471
3 Interest Revenue	-	24,342	24,342
4 Misc. Revenue	-	-	-
5 TOTAL REVENUES	426,980	452,793	25,813
6 EXPENDITURES			
7 Interest Expense			
8 * November 1, 2025	156,713	156,713	-
9 May 1, 2026	153,248	153,248	-
10 November 1, 2026	153,248	-	(153,248)
11 Principal Retirement			
12 November 1, 2026	120,000	110,000	(10,000)
13 TOTAL EXPENDITURES	426,495	419,960	(6,535)
14 REVENUES OVER (UNDER) EXPENDITURES	485	32,833	32,348
15 OTHER FINANCING SOURCES & USES			
16 Transfers In	-	-	-
17 Transfers Out	-	-	-
18 TOTAL OTHER FINANCING SOURCES & USES	-	-	-
19 NET CHANGE IN FUND BALANCE	485	32,833	32,348
20 Fund Balance - Beginning	761,311	893,793	132,482
21 FUND BALANCE - ENDING - PROJECTED	\$ 761,796	\$ 926,625	\$ 164,829

* financed by prior year revenues

Epperson Ranch CDD
Debt Service Fund- Series 2017 A-1
Statement of Revenues, Expenses, and Changes in Fund Balance
For the period from October 1, 2025 to August 31, 2026

	FY 2026 Adopted Budget	FY 2026 Actual Year-to-Date	VARIANCE Over (Under) to Budget
1 REVENUES			
2 Special Assessments - On Roll (Net)	\$ 624,431	\$ 626,582	\$ 2,151
3 Interest Revenue	-	35,441	35,441
4 Misc. Revenue	-	-	-
5 TOTAL REVENUES	624,431	662,023	37,591
6 EXPENDITURES			
7 Interest Expense			
8 * November 1, 2025	221,466	221,466	0
9 May 1, 2026	216,966	216,966	-
10 November 1, 2026	216,966	-	(216,966)
11 Principal Retirement			
12 November 1, 2026	190,000	180,000	(10,000)
13 TOTAL EXPENDITURES	623,931	618,431	(5,500)
14 REVENUES OVER (UNDER) EXPENDITURES	500	43,591	43,091
15 OTHER FINANCING SOURCES & USES			
16 Transfers In	-	-	-
17 Transfers Out	-	-	-
18 TOTAL OTHER FINANCING SOURCES & USES	-	-	-
19 NET CHANGE IN FUND BALANCE	500	43,591	43,091
20 Fund Balance - Beginning	1,127,063	1,309,271	182,208
21 FUND BALANCE - ENDING - PROJECTED	\$ 1,127,563	\$ 1,352,862	\$ 225,300

* financed by prior year revenues

**Epperson Ranch CDD
Check Register - FY2026**

Date	Number	Name	Memo	Deposits	Payments	Balance
09/30/2025		Beginning of Year				185,974.01
10/01/2025	100601	Steadfast Contractors Alliance, LLC	Invoice: SA-15039 (Reference: Routine Aquatic Maintenance.)		2,575.00	183,399.01
10/01/2025	100602	Landscape Maintenance Professionals	Invoice: 356126 (Reference: #333098 - Epperson Ranch CDD 2025/2026 Maintenance Contract Septembe...		29,538.00	153,861.01
10/02/2025	100603	SchoolNow	Invoice: INV-SN-985 (Reference: Website Hosting.)		1,515.00	152,346.01
10/02/2025	100604	ECS Integrations LLC	Invoice: 103082 (Reference: Camera Management for Main-Yale-Olive.) Invoice: 103083 (Referenc...		2,415.00	149,931.01
10/02/2025	100605	Tampa Bay Poo Patrol, LLC	Invoice: 4339 (Reference: Pet Waste Station.)		1,111.50	148,819.51
10/06/2025	100606	Steadfast Contractors Alliance, LLC	Invoice: SA-16005 (Reference: 2025 TREATMENT Oct25.)		4,040.00	144,779.51
10/06/2025	100607	Landscape Maintenance Professionals	Invoice: 360560 (Reference: #360976 - Repair Controller Alarms at dog park.) Invoice: 360561 ...		1,211.90	143,567.61
10/07/2025	100608	Vesta District Services	Invoice: 428930 (Reference: Oct25 Management fees.)		6,006.25	137,561.36
10/07/2025	100609	Gig Fiber, LLC	Invoice: 5299 (Reference: Epperson Ranch CDD - Amendment #1 - Entrance Bridge_Oct 2025.) Invo...		463.50	137,097.86
10/07/2025	01ACH100725	DOORKING, INC.	Reference: Gate cell service 08.02.25- 09.01.25		165.80	136,932.06
10/08/2025	3692	Egis Insurance & Risk Advisors	Insurance FY Policy # 100125245 10/01/25-10/01/26		64,443.00	72,489.06
10/14/2025	01ACH101425	PASCO COUNTY UTILITIES SERVICES BRANCH	31077 Epperson Blvd 08.07.25- 09.08.25		362.07	72,126.99
10/14/2025	02ACH101425	PASCO COUNTY UTILITIES SERVICES BRANCH	7315 Yale Harbor Dr 08.07.25- 09.08.25		165.24	71,961.75
10/14/2025	03ACH101425	PASCO COUNTY UTILITIES SERVICES BRANCH	31756 Overpass Reclaim Rd 08.07.25- 09.08.25		34.02	71,927.73
10/14/2025	100610	Vesta District Services	Invoice: 428977 (Reference: FY?2026 Dissmination Agent Fee.) Invoice: 429047 (Reference: Bill...		5,382.59	66,545.14
10/14/2025	100611	ECS Integrations LLC	Invoice: 103183 (Reference: Tech replaced the tag camera with a new one under warranty. The came...		157.00	66,388.14
10/14/2025	100612	Watergrass CDD II	Invoice: 03681 (Reference: October Meeting Room Rental 10/06/2025.)		125.00	66,263.14
10/14/2025			Deposit	1,182.50		67,445.64
10/16/2025	100613	Stantec Consulting Services, Inc	Invoice: 2466261 (Reference: Engineering service.)		126.39	67,319.25
10/16/2025	100614	Spinelli Electric, Inc.	Invoice: SPG-ES-1002 (Reference: South Gate Door Repair (Epperson Ranch South), includes gear-bo...		3,500.00	63,819.25
10/17/2025	01ACH101725	Withlacoochee River Electric	7851 Curley Rd 09.04.25- 10.03.25		4,449.79	59,369.46
10/17/2025	02ACH101725	Withlacoochee River Electric	31263 Palm Song Pl (Pond) 09.04.25- 10.03.25		73.09	59,296.37
10/17/2025	03ACH101725	Withlacoochee River Electric	31650 Epperson Blvd (Fountain) 09.04.25- 10.03.25		65.66	59,230.71
10/17/2025	04ACH101725	Withlacoochee River Electric	7315 Yale Harbor Dr 09.04.25- 10.03.25		53.61	59,177.10
10/17/2025	05ACH101725	Withlacoochee River Electric	8109 Sandbay Ridge Dr (gate) 09.04.25- 10.03.25		52.32	59,124.78
10/17/2025	06ACH101725	Withlacoochee River Electric	30498 Summer Sun Loop (Pond) 09.04.25- 10.03.25		45.65	59,079.13
10/17/2025	07ACH101725	Withlacoochee River Electric	31077 Epperson Blvd 09.04.25- 10.03.25		41.56	59,037.57
10/17/2025	08ACH101725	Withlacoochee River Electric	31425 Epperson Blvd 09.04.25- 10.03.25		40.16	58,997.41
10/17/2025	101725BOS1	Christy M Bartels	BOS MTG 10/6/25		184.70	58,812.71
10/17/2025	101725BOS2	Dawn Curran Tubb	BOS MTG 10/6/25		184.70	58,628.01
10/17/2025	101725BOS3	Engage PEO	BOS MTG 10/6/25		141.80	58,486.21
10/17/2025	101725BOS4	Harl D. Page	BOS MTG 10/6/25		184.70	58,301.51
10/20/2025			Funds Transfer	100,000.00		158,301.51
10/22/2025	100615	Contact One	Invoice: 251001164101 (Reference: Monthly services and Thanksgiving.)		59.00	158,242.51
10/23/2025	100616	Straley Robin Vericker	Invoice: 27361 (Reference: Legal services.)		274.50	157,968.01
10/30/2025	3691	American Mulch & Soil	EWf Playground Mulch		3,692.00	154,276.01
10/31/2025		End of Month		101,182.50	132,880.50	154,276.01
11/01/2025	3693	Decorative Holiday Lighting	25' Christmas Tree Rental		1,115.00	153,161.01
11/03/2025	100617	Steadfast Contractors Alliance, LLC	Invoice: SA-16038 (Reference: Routine Aquatic Maintenance.)		2,575.00	150,586.01
11/03/2025	100618	Landscape Maintenance Professionals	Invoice: 361534 (Reference: #333098 - Epperson Ranch CDD 2025/2026 Maintenance Contract October ...		29,538.00	121,048.01
11/05/2025	01ACH110525	DOORKING, INC.	Reference: Gate cell service 10.02.25- 11.01.25		165.80	120,882.21
11/06/2025	100619	ECS Integrations LLC	Invoice: 103266 (Reference: Camera Management for Main-Yale-Olive.)		150.00	120,732.21
11/06/2025	100620	Steadfast Contractors Alliance, LLC	Invoice: SA-16920 (Reference: 2025 TREATMENT.)		4,040.00	116,692.21
11/06/2025	100621	Landscape Maintenance Professionals	Invoice: 363951 (Reference: #365976 - Controller C Decoder alarm.)		1,013.50	115,678.71
11/06/2025	100622	Tampa Bay Poo Patrol, LLC	Invoice: 4564 (Reference: Pet waste station maintenance.)		1,111.50	114,567.21
11/06/2025	100623	Kutak Rock LLP	Invoice: 3642924 (Reference: Professional legal services rendered.)		1,326.00	113,241.21
11/06/2025			Deposit	187.89		113,429.10
11/06/2025			Deposit	19,979.98		133,409.08
11/10/2025	100624	Vesta District Services	Invoice: 429498 (Reference: Monthly Management fees.)		6,006.25	127,402.83
11/10/2025	100625	Landscape Maintenance Professionals	Invoice: 367226 (Reference: #371413 - Middle Island overpass road.)		452.77	126,950.06
11/10/2025	100626	Gig Fiber, LLC	Invoice: 5543 (Reference: Epperson Ranch CDD - Amendment #1 - Entrance Bridge_Nov 2025.) Invo...		19,055.00	107,895.06
11/10/2025	100627	Juniper Landscaping of Florida, LLC	Invoice: 367227 (Reference: #371415 - Controller A Overpass rd.)		912.58	106,982.48
11/10/2025			Deposit	0.08		106,982.56
11/12/2025	100628	Spinelli Electric, Inc.	Invoice: ES-1025 - OCT 30, 25 (Reference: property maintenance 9/29/25- 10/22/25.)		2,105.00	104,877.56

Date	Number	Name	Memo	Deposits	Payments	Balance
11/13/2025	01ACH111325	PASCO COUNTY UTILITIES SERVICES BRANCH	31756 Overpass Reclaim Rd 09.08.25- 10.08.25		84.84	104,792.72
11/13/2025	02ACH111325	PASCO COUNTY UTILITIES SERVICES BRANCH	7315 Yale Harbor Dr 9.8.25- 10.8.25		176.75	104,615.97
11/13/2025	03ACH111325	PASCO COUNTY UTILITIES SERVICES BRANCH	31077 Epperson Blvd 9.8.25- 10.8.25		293.91	104,322.06
11/14/2025	111425BOS1	Cherdonna Epps-Gardner	BOS MTG 11/3/25		184.70	104,137.36
11/14/2025	111425BOS2	Christy M Bartels	BOS MTG 11/3/25		184.70	103,952.66
11/14/2025	111425BOS3	Dawn Curran Tubb	BOS MTG 11/3/25		184.70	103,767.96
11/14/2025	111425BOS4	Engage PEO	BOS MTG 11/3/25		172.40	103,595.56
11/14/2025	111425BOS5	Harl D. Page	BOS MTG 11/3/25		184.70	103,410.86
11/14/2025			Deposit	84,090.50		187,501.36
11/19/2025			Deposit	12,634.00		200,135.36
11/19/2025			Deposit	2,900.00		203,035.36
11/20/2025			Deposit	67,410.87		270,446.23
11/21/2025	01ACH112125	Withlacoochee River Electric	7851 Curley Rd 10.03.25- 11.03.25		4,439.00	266,007.23
11/21/2025	02ACH112125	Withlacoochee River Electric	31650 Epperson Blvd (Fountain) 10.03.25- 11.03.25		59.79	265,947.44
11/21/2025	03ACH112125	Withlacoochee River Electric	7315 Yale Harbor Dr 10.03.25- 11.03.25		52.30	265,895.14
11/21/2025	04ACH112125	Withlacoochee River Electric	31077 Epperson Blvd 10.03.25- 11.03.25		41.64	265,853.50
11/21/2025	05ACH112125	Withlacoochee River Electric	8109 Sandbay Ridge Dr (gate) 10.03.25- 11.03.25		51.35	265,802.15
11/21/2025	06ACH112125	Withlacoochee River Electric	31263 Palm Song Pl (Pond) 10.03.25- 11.03.25		54.73	265,747.42
11/21/2025	07ACH112125	Withlacoochee River Electric	30498 Summer Sun Loop (Pond) 10.03.25- 11.03.25		50.51	265,696.91
11/21/2025	08ACH112125	Withlacoochee River Electric	31425 Epperson Blvd 10.03.25- 11.03.25		40.16	265,656.75
11/21/2025	3694	FLORIDA DEPT OF ECONOMIC OPPORTUNIT	FY 2025/2026 Special District Fee Invoice/Update Form		175.00	265,481.75
11/25/2025	100629	Straley Robin Vericker	Invoice: 27529 (Reference: legal services.)		122.00	265,359.75
11/25/2025	100630	Stantec Consulting Services, Inc	Invoice: 2481858 (Reference: Engineering services.)		1,786.00	263,573.75
11/25/2025	100631	Vesta District Services	Invoice: 429436 (Reference: billable Expenses Oct25.)		1,110.90	262,462.85
11/25/2025	100632	Contact One	Invoice: 251101164101 (Reference: monthly service and holiday charge.)		59.00	262,403.85
11/25/2025	100633	Spinelli Electric, Inc.	Invoice: ERS-FNT-20251115-NOV (Reference: Fountain repair ? vandalism incident (flat rate).)		500.00	261,903.85
11/25/2025	100634	Kutak Rock LLP	Invoice: 3657133 (Reference: legal services.)		4,122.26	257,781.59
11/26/2025			Deposit	1,777.09		259,558.68
11/26/2025			Deposit	48,381.33		307,940.01
11/30/2025		End of Month		237,361.74	83,697.74	307,940.01
12/02/2025	100635	Steadfast Contractors Alliance, LLC	Invoice: SA-16962 (Reference: Routine Aquatic Maintenance.)		2,575.00	305,365.01
12/02/2025	100636	Juniper Landscaping of Florida, LLC	Invoice: 365794 (Reference: #333098 - Epperson Ranch CDD 2025/2026 Maintenance Contract November...		29,538.00	275,827.01
12/02/2025	100638	Holiday Outdoor Decor	Invoice: INV22702 (Reference: Holiday lighting.)		13,459.00	262,368.01
12/02/2025	100639	Steadfast Contractors Alliance, LLC	Invoice: SA-17804 (Reference: 2025 TREATMENT.)		4,040.00	258,328.01
12/02/2025	100640	Juniper Landscaping of Florida, LLC	Invoice: 370582 (Reference: #372445 - Epperson Ranch Winter flower installation.)		2,320.00	256,008.01
12/02/2025	100641	ECS Integrations LLC	Invoice: 103343 (Reference: Camera Management for Main-Yale-Olive.)		150.00	255,858.01
12/03/2025	100642	Gig Fiber, LLC	Invoice: 5753 (Reference: Epperson Ranch CDD - Amendment #2 - Entrance Bridge_Dec 2025.) Invo...		19,055.00	236,803.01
12/03/2025	100643	Steadfast Contractors Alliance, LLC	Invoice: SA-17843 (Reference: Routine Aquatic Maintenance.)		2,695.00	234,108.01
12/03/2025	100644	Tampa Bay Poo Patrol, LLC	Invoice: 4768 (Reference: pet waste station maintenance.)		1,111.50	232,996.51
12/05/2025			Deposit	2,234,536.07		2,467,532.58
12/05/2025	01ACH120525	DOORKING, INC.	Reference: Gate cell service 11.2.25- 12.01.25		165.80	2,467,366.78
12/10/2025	100646	Steadfast Contractors Alliance, LLC	Invoice: SA-18045 (Reference: Replacement of Faulty Compressor.)		1,001.00	2,466,365.78
12/10/2025	100647	Spinelli Electric, Inc.	Invoice: SPG-251211-ERS (Reference: Property Maintenance.)		2,257.20	2,464,108.58
12/10/2025	100649	Juniper Landscaping of Florida, LLC	Invoice: 372425 (Reference: Tree Removal.)		866.40	2,463,242.18
12/10/2025	100650	Romaner Graphics	Invoice: 22926 (Reference: Left curve sign.)		120.00	2,463,122.18
12/10/2025	01ACH121025	PASCO COUNTY UTILITIES SERVICES BRANCH	31756 Overpass Reclaim Rd 10.08.25- 11.07.25		521.16	2,462,601.02
12/10/2025	02ACH121025	PASCO COUNTY UTILITIES SERVICES BRANCH	7315 Yale Harbor Dr 10.09.25- 11.07.25		212.10	2,462,388.92
12/10/2025	03ACH121025	PASCO COUNTY UTILITIES SERVICES BRANCH	31077 Epperson Blvd 10.08.25- 11.07.25		343.40	2,462,045.52
12/11/2025			Funds Transfer - Earn Interest on Tax Deposits		2,320,000.00	142,045.52
12/11/2025	100651	LLS Tax Solutions Inc.	Invoice: 003955 (Reference: Arbitrage Services.)		650.00	141,395.52
12/11/2025			Deposit	184,052.45		325,447.97
12/11/2025			Deposit	3,920.11		329,368.08
12/12/2025	121225BOS1	Cherdonna Epps-Gardner	BOS MTG 12/12/25		84.70	329,283.38
12/12/2025	121225BOS2	Christy M Bartels	BOS MTG 12/12/25		184.70	329,098.68
12/12/2025	121225BOS3	Dawn Curran Tubb	BOS MTG 12/12/25		184.70	328,913.98
12/12/2025	121225BOS4	Engage PEO	BOS MTG 12/12/25		272.40	328,641.58
12/12/2025	121225BOS5	Harl D. Page	BOS MTG 12/12/25		184.70	328,456.88
12/15/2025	100652	Vesta District Services	Invoice: 429986 (Reference: Management Fees Dec 25.)		6,006.25	322,450.63

Date	Number	Name	Memo	Deposits	Payments	Balance
12/18/2025	100653	Kutak Rock LLP	Invoice: 3673116 (Reference: General Counsel Nov 25.)		4,083.36	318,367.27
12/18/2025			Deposit	2,153.98		320,521.25
12/18/2025			Deposit	19,847.53		340,368.78
12/19/2025	01ACH121925	Withlacoochee River Electric	31425 Epperson Blvd 11.03.25- 12.03.25		41.01	340,327.77
12/19/2025	02ACH121925	Withlacoochee River Electric	30498 Summer Sun Loop (Pond) 11.03.25- 12.03.25		50.30	340,277.47
12/19/2025	03ACH121925	Withlacoochee River Electric	31263 Palm Song Pl (Pond) 11.03.25- 12.03.25		45.12	340,232.35
12/19/2025	04ACH121925	Withlacoochee River Electric	8109 Sandbay Ridge Dr (gate) 11.03.25- 12.03.25		49.76	340,182.59
12/19/2025	05ACH121925	Withlacoochee River Electric	31077 Epperson Blvd 11.03.25- 12.03.25		41.54	340,141.05
12/19/2025	06ACH121925	Withlacoochee River Electric	7315 Yale Harbor Dr 11.03.25- 12.03.25		52.63	340,088.42
12/19/2025	07ACH121925	Withlacoochee River Electric	31650 Epperson Blvd (Fountain) 11.03.25- 12.03.25		123.54	339,964.88
12/19/2025	08ACH121925	Withlacoochee River Electric	7851 Curley Rd 11.03.25- 12.03.25		4,440.27	335,524.61
12/23/2025	100654	Cooper Pools Inc.	Invoice: 2025-1568 (Reference: STENNER PUMP 45 SERIES INCLUDES INSTALLATION 1 YEAR WARRA		688.00	334,836.61
12/26/2025			Deposit	956.54		335,793.15
12/29/2025	100655	Stantec Consulting Services, Inc	Invoice: 2498806 (Reference: Engineering Services Nov 25.)		3,223.38	332,569.77
12/30/2025	3696	Watergrass CDD II			250.00	332,319.77
12/30/2025	100656	ECS Integrations LLC	Invoice: 103416 (Reference: Gate Remotes.)		80.00	332,239.77
12/30/2025	100657	Juniper Landscaping of Florida, LLC	Invoice: 370286 (Reference: Landscape Maintenance Dec 25.)		29,538.00	302,701.77
12/31/2025	End of Month			2,445,466.68	2,450,704.92	302,701.77
01/06/2026	01ACH010626	DOORKING, INC.	Reference: Gate cell service 12.2.25- 1.1.26		165.80	302,535.97
01/06/2026	100658	Cooper Pools Inc.	Invoice: 2026-1068 (Reference: Commercial Monthly Fountain Service January 2026.)		650.00	301,885.97
01/06/2026	100660	Steadfast Contractors Alliance, LLC	Invoice: SA-18628 (Reference: Erosion repair on pond 11 at Epperson Ranch CDD.)		4,988.00	296,897.97
01/06/2026	100661	Gig Fiber, LLC	Invoice: 5955 (Reference: Solar Equipment Lease Jan 26.) Invoice: 5953 (Reference: Solar Equi...		19,055.00	277,842.97
01/06/2026	100662	ECS Integrations LLC	Invoice: 103443 (Reference: Camera Management.) Invoice: 103445 (Reference: Wireless Internet...		2,415.00	275,427.97
01/06/2026	100663	Tampa Bay Poo Patrol, LLC	Invoice: 4983 (Reference: Pet waste station maintenance Jan 26.)		1,111.50	274,316.47
01/06/2026	100664	Lane's Outdoor Services LLC	Invoice: 120825 (Reference: Installation and take down of Christmas lights/leasing of materials.)		20,450.00	253,866.47
01/07/2026	01ACH010726	PASCO COUNTY UTILITIES SERVICES BRANCH	31756 Overpass Reclaim Rd 11.07.25- 12.09.25		527.22	253,339.25
01/07/2026	02ACH010726	PASCO COUNTY UTILITIES SERVICES BRANCH	7315 Yale Harbor Dr 11.07.25- 12.09.25		256.54	253,082.71
01/07/2026	03ACH010726	PASCO COUNTY UTILITIES SERVICES BRANCH	31077 Epperson Blvd 11.07.25- 12.09.25		573.68	252,509.03
01/07/2026	3697	US Bank CM-9690	Trustee fees Series 2017 11/01/25-10/31/26		4,256.13	248,252.90
01/07/2026	3698	US Bank CM-9690	Trustee fees 2015A-1/A-2/A-3 11/01/25-10/31/26		3,448.00	244,804.90
01/09/2026			Deposit	32,204.20		277,009.10
01/09/2026			Deposit	2,776.67		279,785.77
01/09/2026			Deposit	2,000.11		281,785.88
01/12/2026	100665	Steadfast Contractors Alliance, LLC	Invoice: SA-19027 (Reference: JAN26 Midge fly treatment.)		4,040.00	277,745.88
01/12/2026	100666	Watergrass CDD II	Invoice: 04119 (Reference: January Meeting Room Rental 01/05/2026.)		125.00	277,620.88
01/12/2026	100667	Vesta District Services	Invoice: 430303 (Reference: JAN26 District Management services.)		6,006.25	271,614.63
01/15/2026	100668	Vesta District Services	Invoice: 430386 (Reference: Billable Expenses - Dec 2025.)		793.99	270,820.64
01/15/2026	100669	Kutak Rock LLP	Invoice: 3687106 (Reference: legal services Dec25.)		2,734.50	268,086.14
01/15/2026	100670	Spinelli Electric, Inc.	Invoice: SPG-20251223-ERS-015 (Reference: Labor ? property maintenance.)		600.00	267,486.14
01/16/2026	011626PR1	Cherdonna Epps-Gardner	BOS MTG 1/5/26		84.70	267,401.44
01/16/2026	011626PR2	Dawn Curran Tubb	BOS MTG 1/5/26		184.70	267,216.74
01/16/2026	011626PR3	Engage PEO	BOS MTG 1/5/26		241.80	266,974.94
01/16/2026	011626PR4	Harl D. Page	BOS MTG 1/5/26		184.70	266,790.24
01/23/2026	01ACH012326	Withlacoochee River Electric	7851 Curley Rd 12.03.25-01.06.26		4,449.13	262,341.11
01/23/2026	02ACH012326	Withlacoochee River Electric	31650 Epperson Blvd (Fountain) 12.03.25- 01.06.26		298.00	262,043.11
01/23/2026	03ACH012326	Withlacoochee River Electric	31263 Palm Song Pl (Pond) 12.03.25- 01.06.26		89.14	261,953.97
01/23/2026	04ACH012326	Withlacoochee River Electric	7315 Yale Harbor Dr 12.03.25- 01.06.26		59.59	261,894.38
01/23/2026	05ACH012326	Withlacoochee River Electric	8109 Sandbay Ridge Dr (gate) 12.03.25- 01.06.26		55.57	261,838.81
01/23/2026	06ACH012326	Withlacoochee River Electric	30498 Summer Sun Loop (Pond) 12.03.25- 01.06.26		51.14	261,787.67
01/23/2026	07ACH012326	Withlacoochee River Electric	31425 Epperson Blvd (Butterfly garden/ Holiday Lights) 12.03.25- 01.06.26		42.28	261,745.39
01/23/2026	08ACH012326	Withlacoochee River Electric	31077 Epperson Blvd 12.03.25- 01.06.26		42.17	261,703.22
01/28/2026	100671	Steadfast Contractors Alliance, LLC	Invoice: SA-19329 (Reference: Jan26 Routine Aquatic Maintenance.)		2,575.00	259,128.22
01/28/2026	100672	Contact One	Invoice: 260101164101 (Reference: Monthly gate service Jan26.)		51.07	259,077.15
01/29/2026	100673	Rosco's Security LLC	Invoice: INV/2026/00002 (Reference: Service on Timesheet On-site evaluation/assessment for Epper...		545.00	258,532.15
01/29/2026	100674	Envera Systems	Invoice: IN00004970 (Reference: Passive Video System Installation (50% Deposit).) Invoice: IN...		44,244.83	214,287.32
01/30/2026	100675	Juniper Landscaping of Florida, LLC	Invoice: 375590 (Reference: #333098 - Epperson Ranch CDD 2025/2026 Maintenance Contract January ...		51,121.20	163,166.12
1/31/2026	End of Month			36,980.98	176,516.63	163,166.12
02/04/2026	100676	Steadfast Contractors Alliance, LLC	Invoice: SA-19644 (Reference: Once A month treatments of surface adulticide to the ponds of Eppe...		4,040.00	159,126.12

Date	Number	Name	Memo	Deposits	Payments	Balance
02/04/2026	100677	Vesta District Services	Invoice: 430647 (Reference: FEB26 District Management services.)		6,006.25	153,119.87
02/04/2026	100678	Tampa Bay Poo Patrol, LLC	Invoice: 5233 (Reference: Feb26 Pet Waste Station Maintenance.)		1,111.50	152,008.37
02/04/2026	100679	ECS Integrations LLC	Invoice: 103616 (Reference: Camera Management for Main-Yale-Olive.)		150.00	151,858.37
02/04/2026	100680	Cooper Pools Inc.	Invoice: 2026-1162 (Reference: Commercial Monthly Fountain Service February 2026.)		650.00	151,208.37
02/05/2026	100682	Gig Fiber, LLC	Invoice: 6167 (Reference: Solar Equipment Lease Income - Amendment #2 - Entrance Bridge_Feb 2026...		19,055.00	132,153.37
02/05/2026	01ACH020526	DOORKING, INC.	Reference: Gate cell service 01.02.26- 02.01.26		184.80	131,968.57
02/10/2026	100683	Stantec Consulting Services, Inc	Invoice: 2518156 (Reference: Engineering services.)		2,001.22	129,967.35
02/10/2026	100684	Watergrass CDD II	Invoice: 04289 (Reference: February Meeting Room Rental 02/02/2026.)		125.00	129,842.35
02/11/2026	01ACH021126	PASCO COUNTY UTILITIES SERVICES BRANCH	31077 Epperson Blvd 12.09.25- 1.08.26		441.37	129,400.98
02/11/2026	02ACH021126	PASCO COUNTY UTILITIES SERVICES BRANCH	7315 Yale Harbor Dr 12.09.25- 01.08.26		218.16	129,182.82
02/11/2026	03ACH021126	PASCO COUNTY UTILITIES SERVICES BRANCH	31756 Overpass Reclaim Rd 12.09.25- 01.08.26		299.97	128,882.85
02/11/2026			Deposit	27,293.98		156,176.83
02/11/2026			Deposit	1,234.78		157,411.61
02/13/2026	100685	Contact One	Invoice: 251201164101 (Reference: Monthly Service Charges- New Years holiday charge.)		59.00	157,352.61
02/13/2026	021326BOS1	Cherdonna Epps-Gardner	BOS MTG 2/2/26		84.70	157,267.91
02/13/2026	021326BOS2	Christy M Bartels	BOS MTG 2/2/26		184.70	157,083.21
02/13/2026	021326BOS3	Dawn Curran Tubb	BOS MTG 2/2/26		184.70	156,898.51
02/13/2026	021326BOS4	Engage PEO	BOS MTG 2/2/26		272.40	156,626.11
02/13/2026	021326BOS5	Harl D. Page	BOS MTG 2/2/26		184.70	156,441.41
02/17/2026	100686	Vesta District Services	Invoice: 430883 (Reference: billable Expenses JAN26.)		24.58	156,416.83
02/18/2026	3699	MIKE FASANO PASCO COUNTY TAX COLLECTOR	Negative Distribution		23.54	156,393.29
02/20/2026	01ACH022026	Withlacoochee River Electric	31425 Epperson Blvd 01.06.26- 02.04.26		40.16	156,353.13
02/20/2026	02ACH022026	Withlacoochee River Electric	30498 Summer Sun Loop (Pond) 01.06.26- 02.04.26		49.56	156,303.57
02/20/2026	03ACH022026	Withlacoochee River Electric	8109 Sandbay Ridge Dr (gate) 01.06.26- 02.04.26		48.60	156,254.97
02/20/2026	04ACH022026	Withlacoochee River Electric	31077 Epperson Blvd 01.06.26- 02.04.26		41.43	156,213.54
02/20/2026	05ACH022026	Withlacoochee River Electric	7315 Yale Harbor Dr 01.06.26- 02.04.26		52.63	156,160.91
02/20/2026	06ACH022026	Withlacoochee River Electric	31650 Epperson Blvd (Fountain) 01.06.26- 02.04.26		222.01	155,938.90
02/20/2026	07ACH022026	Withlacoochee River Electric	7851 Curley Rd 01.06.26- 02.04.26		4,438.36	151,500.54
02/20/2026	08ACH022026	Withlacoochee River Electric	31263 Palm Song Pl (Pond) 01.06.26- 02.04.26		81.64	151,418.90
02/23/2026	100687	Contact One	Invoice: 260201164101 (Reference: Monthly service - Gate cell service.)		49.00	151,369.90
02/24/2026	100688	Juniper Landscaping of Florida, LLC	Invoice: 383190 (Reference: 372915 - November 2025 Irrigation Repair- Controller E-Decoder Repla...		3,522.46	147,847.44
02/26/2026	100689	Steadfast Contractors Alliance, LLC	Invoice: SA-19605 (Reference: Routine Aquatic Maintenance.)		2,575.00	145,272.44
02/26/2026	100690	Juniper Landscaping of Florida, LLC	Invoice: 380972 (Reference: 333098 - Epperson Ranch CDD 2025/2026 Maintenance Contract February ...		29,538.00	115,734.44
02/27/2026	3700	LLS Tax Solutions Inc.	Arbitrage Services Series 2017A-1 & 2017A-2		650.00	115,084.44
2/28/2026		End of Month		28,528.76	76,610.44	115,084.44
03/02/2026	100691	Venturesin.com, Inc.	Invoice: 48094 (Reference: Web Hosting.)		205.00	114,879.44
03/02/2026	100692	Vesta District Services	Invoice: 431094 (Reference: Management fee services Mar26.)		6,006.25	108,873.19
03/02/2026	100693	ECS Integrations LLC	Invoice: 103703 (Reference: Camera Management for Main-Yale-Olive.)		150.00	108,723.19
03/03/2026	100694	Envera Systems	Invoice: IN00005142 (Reference: Epperson Ranch-Gate Solutions.)		27,648.09	81,075.10
03/03/2026	100695	Tampa Bay Poo Patrol, LLC	Invoice: 5429 (Reference: pet waste station maintenance.)		1,111.50	79,963.60
03/04/2026	100696	Watergrass CDD II	Invoice: 04377 (Reference: March Meeting Room Rental 03/02/2026.)		125.00	79,838.60
03/04/2026	100697	Kutak Rock LLP	Invoice: 3704156 (Reference: legal services.)		890.00	78,948.60
03/05/2026	01ACH030526	DOORKING, INC.	Reference: Gate cell service 02.02.26- 03.01.26		184.80	78,763.80
03/06/2026	100698	Gig Fiber, LLC	Invoice: 6394 (Reference: Amendment #1 - Entrance Bridge_March 2026.) Invoice: 6395 (Referenc...		19,055.00	59,708.80
03/06/2026	100699	Stantec Consulting Services, Inc	Invoice: 2524909 (Reference: Engineering services.)		4,256.51	55,452.29
03/10/2026	3701	PASCO COUNTY PROPERTY APPRAISER	Annual renewal fee		150.00	55,302.29
03/10/2026	3702	Brick By the Mile Inc.	Deposit for entry tower repair		2,250.00	53,052.29
03/11/2026	3703	Rosco's Security LLC	50% Deposit on Gate Repairs		7,762.76	45,289.53
03/11/2026	100700	Tampa Swap LLC	Invoice: 002 (Reference: playground maintenance.)		450.00	44,839.53
03/11/2026	100701	Vesta District Services	Invoice: 431334 (Reference: Billable Expenses - Feb 2026.)		233.20	44,606.33
03/11/2026	01ACH031126	PASCO COUNTY UTILITIES SERVICES BRANCH	31756 Overpass Reclaim Rd 01.08.26- 02.06.26		126.25	44,480.08
03/11/2026	02ACH031126	PASCO COUNTY UTILITIES SERVICES BRANCH	7315 Yale Harbor Dr 01.08.26- 02.06.26		84.84	44,395.24
03/11/2026	03ACH031126	PASCO COUNTY UTILITIES SERVICES BRANCH	31077 Epperson Blvd 01.08.26- 02.06.26		135.34	44,259.90
03/12/2026			Deposit	9,863.75		54,123.65
03/12/2026			Deposit	1,487.72		55,611.37
03/19/2026	100702	Envera Systems	Invoice: IN00005177 (Reference: Contract Permit.) Invoice: IN00005179 (Reference: Contract Pe...		1,605.81	54,005.56
03/19/2026			Funds Transfer	120,000.00		174,005.56
03/20/2026	01ACH032026	Withlacoochee River Electric	7851 Curley Rd 02.04.26- 03.04.26		4,438.26	169,567.30

Date	Number	Name	Memo	Deposits	Payments	Balance
03/20/2026	02ACH032026	Withlacoochee River Electric	31650 Epperson Blvd (Fountain) 02.04.26- 03.04.26		209.98	169,357.32
03/20/2026	03ACH032026	Withlacoochee River Electric	31263 Palm Song Pl (Pond) 02.04.26- 03.04.26		79.74	169,277.58
03/20/2026	04ACH032026	Withlacoochee River Electric	7315 Yale Harbor Dr 02.04.26- 03.04.26		51.04	169,226.54
03/20/2026	05ACH032026	Withlacoochee River Electric	30498 Summer Sun Loop (Pond) 02.04.26- 03.04.26		49.04	169,177.50
03/20/2026	06ACH032026	Withlacoochee River Electric	8109 Sandbay Ridge Dr (gate) 02.04.26- 03.04.26		48.29	169,129.21
03/20/2026	07ACH032026	Withlacoochee River Electric	31077 Epperson Blvd 02.04.26- 03.04.26		41.54	169,087.67
03/20/2026	08ACH032026	Withlacoochee River Electric	31425 Epperson Blvd 02.04.26- 03.04.26		40.16	169,047.51
03/20/2026	032026BOS1	Cherdonna Epps-Gardner	BOS MTG 3/2/26		84.70	168,962.81
03/20/2026	032026BOS2	Christy M Bartels	BOS MTG 3/2/26		184.70	168,778.11
03/20/2026	032026BOS3	Dawn Curran Tubb	BOS MTG 3/2/26		184.70	168,593.41
03/20/2026	032026BOS4	Engage PEO	BOS MTG 3/2/26		272.40	168,321.01
03/20/2026	032026BOS5	Harl D. Page	BOS MTG 3/2/26		184.70	168,136.31
03/23/2026	100703	Kutak Rock LLP	Invoice: 3715914 (Reference: Legal Services Feb 26.)		3,187.74	164,948.57
03/23/2026	100704	Contact One	Invoice: 260301164101 (Reference: Monthly service.)		49.00	164,899.57
03/24/2026	100705	Tampa Swap LLC	Invoice: 007 (Reference: General Maintenance services.)		875.00	164,024.57
03/26/2026	100706	Cooper Pools Inc.	Invoice: 2026-1205 (Reference: Commercial Monthly Fountain Service March 2026.)		650.00	163,374.57
03/26/2026	100707	Steadfast Contractors Alliance, LLC	Invoice: SA-20637 (Reference: Routine Aquatic Maintenance.)		2,575.00	160,799.57
03/26/2026	100708	Juniper Landscaping of Florida, LLC	Invoice: 385422 (Reference: - Epperson Ranch CDD 2025/2026 Maintenance Contract March 2026.)		29,538.00	131,261.57
03/27/2026	100709	Steadfast Contractors Alliance, LLC	Invoice: SA-21806 (Reference: SE1366 Epperson Ranch Adulticide 2024.)		4,040.00	127,221.57
03/30/2026	3704	Venturesin.com, Inc.			615.00	126,606.57
3/31/2026	End of Month			131,351.47	119,829.34	126,606.57
04/01/2026	100710	Steadfast Contractors Alliance, LLC	Invoice: SA-21700 (Reference: Quarterly Aeration Filter Changes.)		40.00	126,566.57
04/06/2026			Funds Transfer	1,040,000.00		1,166,566.57
04/06/2026	3705	US Bank Tax distribution			1,038,752.44	127,814.13
04/06/2026	100711	Gig Fiber, LLC	Invoice: 6620 (Reference: Solar Equipment Lease Income - Amendment #1 - Entrance Bridge_April 20...		19,055.00	108,759.13
04/06/2026	100712	Stantec Consulting Services, Inc	Invoice: 2541963 (Reference: Engineering services.)		1,074.22	107,684.91
04/06/2026	100713	Steadfast Contractors Alliance, LLC	Invoice: SA-22072 (Reference: Routine Aquatic Maintenance - March Quarterly Prorated.)		13.33	107,671.58
04/06/2026	100714	Vesta District Services	Invoice: 431775 (Reference: Apr26 Management fees.)		6,006.25	101,665.33
04/06/2026	100715	Tampa Bay Poo Patrol, LLC	Invoice: 5674 (Reference: Apr26 Pet Waste station maintenance.)		1,111.50	100,553.83
04/07/2026	01ACH040726	DOORKING, INC.	Reference: Gate cell service 03.02.26- 04.01.26		171.80	100,382.03
04/08/2026	100716	Tampa Swap LLC	Invoice: 011 (Reference: Wednesday - Asphalt Repair (Entrance Area) (\$200).)		200.00	100,182.03
04/09/2026			Deposit	113.64		100,295.67
04/09/2026			Deposit	17,669.68		117,965.35
04/09/2026			Deposit	9,237.65		127,203.00
04/10/2026	100717	Steadfast Contractors Alliance, LLC	Invoice: SA-20686 (Reference: Midget Fly Abatement.)		4,040.00	123,163.00
04/10/2026	100718	ECS Integrations LLC	Invoice: 103823 (Reference: Camera Management for Main-Yale-Olive.) Invoice: 103825 (Referenc...		675.00	122,488.00
04/10/2026	100719	Rosco's Security LLC	Invoice: INV/2026/00009 (Reference: Epperson Boulevard Gate- gate repair.) Invoice: INV/2026/...		10,042.76	112,445.24
04/10/2026	100720	Envera Systems	Invoice: IN00005285 (Reference: Permit Park/Playground.)		433.75	112,011.49
04/13/2026	01ACH041326	PASCO COUNTY UTILITIES SERVICES BRANCH	31077 Epperson Blvd 02.06.26- 03.10.26		357.54	111,653.95
04/13/2026	02ACH041326	PASCO COUNTY UTILITIES SERVICES BRANCH	7315 Yale Harbor Dr 02.06.26- 03.10.26		223.21	111,430.74
04/13/2026	03ACH041326	PASCO COUNTY UTILITIES SERVICES BRANCH	31756 Overpass Reclaim Rd 02.06.26- 03.10.26		410.06	111,020.68
04/16/2026	100721	Cooper Pools Inc.	Invoice: 2026-1349 (Reference: Commercial Monthly Fountain Service April 2026.)		650.00	110,370.68
04/16/2026	100722	ECS Integrations LLC	Invoice: 103828 (Reference: Wireless Internet Solution VZ (billed quarterly).) Invoice: 10382...		1,740.00	108,630.68
04/16/2026	100723	Tampa Swap LLC	Invoice: 014 (Reference: Installed Street Signs.)		75.00	108,555.68
04/16/2026	100724	Vesta District Services	Invoice: 431912 (Reference: Billable Expenses - Mar 2026.)		1,125.54	107,430.14
04/16/2026	100725	Brick By the Mile Inc.	Invoice: 575016 (Reference: Entry Tower Repair.)		2,250.00	105,180.14
04/20/2026	100726	Tampa Swap LLC	Invoice: 020 (Reference: Post Removal.)		75.00	105,105.14
04/22/2026	100727	Contact One	Invoice: 260401164101 (Reference: gate service and holiday charge (Memorial Day).)		72.50	105,032.64
04/24/2026	01ACH042426	Withlacoochee River Electric	7851 Curley Rd 03.04.26- 04.06.26		4,448.21	100,584.43
04/24/2026	02ACH042426	Withlacoochee River Electric	31650 Epperson Blvd (Fountain) 03.04.26- 04.06.26		247.96	100,336.47
04/24/2026	03ACH042426	Withlacoochee River Electric	31263 Palm Song Pl (Pond) 03.04.26- 04.06.26		87.29	100,249.18
04/24/2026	04ACH042426	Withlacoochee River Electric	7315 Yale Harbor Dr 03.04.26- 04.06.26		56.80	100,192.38
04/24/2026	05ACH042426	Withlacoochee River Electric	8109 Sandbay Ridge Dr (gate) 03.04.26- 04.06.26		55.84	100,136.54
04/24/2026	06ACH042426	Withlacoochee River Electric	30498 Summer Sun Loop (Pond) 03.04.26- 04.06.26		50.79	100,085.75
04/24/2026	07ACH042426	Withlacoochee River Electric	31077 Epperson Blvd 03.04.26- 04.06.26		47.04	100,038.71
04/24/2026	08ACH042426	Withlacoochee River Electric	31425 Epperson Blvd 03.04.26- 04.06.26		40.16	99,998.55
04/27/2026	100728	Juniper Landscaping of Florida, LLC	Invoice: 392690 (Reference: #393426 - March 2026 Completed Wet Check Repairs-Controller E.) I...		593.85	99,404.70
04/27/2026	100729	BUSINESS OBSERVER	Invoice: 26-00878P (Reference: Legal Advertising - Supervisors Workshop Meeting.)		65.63	99,339.07

Date	Number	Name	Memo	Deposits	Payments	Balance
04/29/2026	100730	Steadfast Contractors Alliance, LLC	Invoice: SA-21769 (Reference: Routine Aquatic Maintenance Apr26.)		2,575.00	96,764.07
04/29/2026	100731	Juniper Landscaping of Florida, LLC	Invoice: 390357 (Reference: 383456 - Epperson Ranch CDD - 2026/2027 Landscape Maintenance Contra...		29,538.00	67,226.07
4/30/2026		End of Month		1,067,020.97	1,126,401.47	67,226.07
05/01/2026	100732	Steadfast Contractors Alliance, LLC	Invoice: SA-22917 (Reference: Midget Fly treatment.)		4,040.00	63,186.07
05/05/2026	01ACH050526	DOORKING, INC.	Reference: Gate cell service 04.02.26- 05.01.26		171.80	63,014.27
05/05/2026	100733	Tampa Bay Poo Patrol, LLC	Invoice: 5908 (Reference: Pet Waste Station Maintenance May26.)		1,111.50	61,902.77
05/05/2026	100734	Venturesin.com, Inc.	Invoice: 48207 (Reference: Website hosting.)		205.00	61,697.77
05/05/2026	100735	Cooper Pools Inc.	Invoice: 2026-1403 (Reference: Commercial Monthly Fountain Service May 2026.)		650.00	61,047.77
05/05/2026	100736	ECS Integrations LLC	Invoice: 104009 (Reference: Camera Management for Main-Yale-Olive.)		150.00	60,897.77
05/12/2026	100737	Cooper Pools Inc.	Invoice: 1638 (Reference: Technician Ken advised turned auto fill on fully, filled pH barrel, te...		250.00	60,647.77
05/12/2026	100738	Vesta District Services	Invoice: 432467 (Reference: Management fee services May26.)		6,006.25	54,641.52
05/12/2026			Deposit	2,995.82		57,637.34
05/12/2026			Deposit	1,263.80		58,901.14
05/13/2026	01ACH051326	PASCO COUNTY UTILITIES SERVICES BRANCH	31077 Epperson Blvd 03.10.26- 04.09.26		356.53	58,544.61
05/13/2026	02ACH051326	PASCO COUNTY UTILITIES SERVICES BRANCH	7315 Yale Harbor Dr 03.10.26- 04.09.26		200.99	58,343.62
05/13/2026	03ACH051326	PASCO COUNTY UTILITIES SERVICES BRANCH	31756 Overpass Reclaim Rd 03.10.26- 04.09.26		383.80	57,959.82
05/13/2026			Funds Transfer	300,000.00		357,959.82
05/13/2026	100739	Gig Fiber, LLC	Invoice: 6862 (Reference: Solar Equipment Lease Income - Amendment #1 - Entrance Bridge_May 2026...		19,624.80	338,335.02
05/15/2026	100740	Watergrass CDD II	Invoice: 04426 (Reference: May Meeting Room Rental 05/04/2026.)		125.00	338,210.02
05/15/2026	100741	Envera Systems	Invoice: IN00005365 (Reference: Epperson Ranch-Gate Solutions.) Invoice: 768646 (Reference: M...		7,396.26	330,813.76
05/15/2026	100742	Kutak Rock LLP	Invoice: 3745816 (Reference: Professional Legal Services Rendered.)		107.50	330,706.26
05/15/2026	100743	SDV Electric LLC	Invoice: 5/4/2026 - 1 (Reference: Power to Hoffman box.)		4,642.00	326,064.26
05/15/2026	051526BOS1	Cherdonna Epps-Gardner	BOS MTG 5/4/26		84.70	325,979.56
05/15/2026	051526BOS2	Christy M Bartels	BOS MTG 5/4/26		184.70	325,794.86
05/15/2026	051526BOS3	Dawn Curran Tubb	BOS MTG 5/4/26		184.70	325,610.16
05/15/2026	051526BOS4	Engage PEO	BOS MTG 5/4/26		272.40	325,337.76
05/15/2026	051526BOS5	Harl D. Page	BOS MTG 5/4/26		184.70	325,153.06
05/19/2026	100744	Vesta District Services	Invoice: 432423 (Reference: Billable Expenses - Apr 2026.)		1,014.10	324,138.96
05/19/2026	01ACH051926	Spectrum- Charter Communications			288.85	323,850.11
05/19/2026	02ACH051926	Spectrum- Charter Communications			391.02	323,459.09
05/19/2026	03ACH051926	Spectrum- Charter Communications			65.16	323,393.93
05/19/2026	04ACH051926	Spectrum- Charter Communications			288.79	323,105.14
05/21/2026	100745	Contact One	Invoice: 260501164101 (Reference: Gate Cell service.)		67.25	323,037.89
05/21/2026	100746	Juniper Landscaping of Florida, LLC	Invoice: 397299 (Reference: Irrigation Repair from Inspection (May, 2026).)		2,320.00	320,717.89
05/22/2026	01ACH052226	Withlacoochee River Electric	7851 Curley Rd 04.06.26- 05.05.26		4,448.11	316,269.78
05/22/2026	02ACH052226	Withlacoochee River Electric	31650 Epperson Blvd (Fountain) 04.06.26- 05.05.26		228.75	316,041.03
05/22/2026	03ACH052226	Withlacoochee River Electric	31263 Palm Song Pl (Pond) 04.06.26- 05.05.26		81.49	315,959.54
05/22/2026	04ACH052226	Withlacoochee River Electric	7315 Yale Harbor Dr 04.06.26-05.05.26		64.10	315,895.44
05/22/2026	05ACH052226	Withlacoochee River Electric	8109 Sandbay Ridge Dr (gate) 04.06.26- 05.05.26		63.99	315,831.45
05/22/2026	06ACH052226	Withlacoochee River Electric	31077 Epperson Blvd 04.06.26- 05.05.26		52.40	315,779.05
05/22/2026	07ACH052226	Withlacoochee River Electric	30498 Summer Sun Loop (Pond) 04.06.26- 05.05.26		49.39	315,729.66
05/22/2026	08ACH052226	Withlacoochee River Electric	31425 Epperson Blvd 04.06.26- 05.05.26		40.16	315,689.50
05/29/2026	100747	Steadfast Contractors Alliance, LLC	Invoice: SA-22880 (Reference: Routine Aquatic Maintenance May26.)		2,575.00	313,114.50
05/29/2026	100748	Juniper Landscaping of Florida, LLC	Invoice: 394395 (Reference: #383456 - Epperson Ranch CDD - 2026/2027 Landscape Maintenance Contr...		29,538.00	283,576.50
5/31/2026		End of Month		304,259.62	87,909.19	283,576.50
06/03/2026	100749	Cooper Pools Inc.	Invoice: 2026-1486 (Reference: Fountain Service June 26.)		650.00	282,926.50
06/03/2026	100750	Venturesin.com, Inc.	Invoice: 48257 (Reference: CommunityXS Application Hosting.)		205.00	282,721.50
06/03/2026	100751	Steadfast Contractors Alliance, LLC	Invoice: SA-24063 (Reference: Epperson Ranch Adulticide 2024.)		4,040.00	278,681.50
06/03/2026	100752	Tampa Bay Poo Patrol, LLC	Invoice: 6134 (Reference: Service and maintain 27 waste stations.)		1,111.50	277,570.00
06/04/2026	100753	Cooper Pools Inc.	Invoice: 822 (Reference: Fountain Remodeling Deposit.)		2,100.00	275,470.00
06/05/2026	100754	Watergrass CDD II	Invoice: 04477 (Reference: June Meeting Room Rental 06/01/2026.)		125.00	275,345.00
06/05/2026	1ACH060526	DOORKING, INC.	Reference: Gate cell service 05.02.26- 06.01.26		171.80	275,173.20
06/08/2026			Deposit	5,262.81		280,436.01
06/10/2026	01ACH061026	PASCO COUNTY UTILITIES SERVICES BRANCH	31077 Epperson Blvd 04.09.26- 05.11.26		365.62	280,070.39
06/10/2026	02ACH061026	PASCO COUNTY UTILITIES SERVICES BRANCH	7315 Yale Harbor Dr 04.09.26- 05.11.26		185.84	279,884.55
06/10/2026	03ACH061026	PASCO COUNTY UTILITIES SERVICES BRANCH	31756 Overpass Reclaim Rd 04.09.26- 05.11.26		235.33	279,649.22
06/11/2026	100755	Vesta District Services	Invoice: 433035 (Reference: Management Fees June 26.)		6,006.25	273,642.97
06/11/2026	100756	Tampa Swap LLC	Invoice: INV-0004 (Reference: Vinyl Fence Repair.)		110.00	273,532.97

Date	Number	Name	Memo	Deposits	Payments	Balance
06/11/2026	100757	Advanced Drainage Solutions	Invoice: 1156 (Reference: Manhole Depression Investigation.)		2,375.00	271,157.97
06/12/2026	061226BOS1	Cherdonna Epps-Gardner	BOS MTG 6/1/26		84.70	271,073.27
06/12/2026	061226BOS2	Christy M Bartels	BOS MTG 6/1/26		184.70	270,888.57
06/12/2026	061226BOS3	Dawn Curran Tubb	BOS MTG 6/1/26		184.70	270,703.87
06/12/2026	061226BOS4	Engage PEO	BOS MTG 6/1/26		272.40	270,431.47
06/12/2026	061226BOS5	Harl D. Page	BOS MTG 6/1/26		184.70	270,246.77
06/15/2026			Deposit	19,524.65		289,771.42
06/18/2026	100758	Juniper Landscaping of Florida, LLC	Invoice: 401618 (Reference: 400410 - May 2026 Completed Wet Check Repairs-Controller B.)		407.36	289,364.06
06/18/2026	100759	Tampa Swap LLC	Invoice: INV-0011 (Reference: Sign repair and relocation.) Invoice: INV-0010 (Reference: Graf...		300.00	289,064.06
06/18/2026	100760	Gig Fiber, LLC	Invoice: 7133 (Reference: Solar Equipment Lease Income- Amendment #2 - Entrance Bridge_June 2026...		19,635.90	269,428.16
06/22/2026	01ACH062226	Withlacoochee River Electric	31425 Epperson Blvd 05.05.26- 06.02.26		40.16	269,388.00
06/22/2026	02ACH062226	Withlacoochee River Electric	30498 Summer Sun Loop (Pond) 05.05.26- 06.02.26		49.23	269,338.77
06/22/2026	03ACH062226	Withlacoochee River Electric	31077 Epperson Blvd 05.05.26- 06.02.26		52.23	269,286.54
06/22/2026	04ACH062226	Withlacoochee River Electric	8109 Sandbay Ridge Dr (gate) 05.05.26- 06.02.26		64.51	269,222.03
06/22/2026	05ACH062226	Withlacoochee River Electric	7315 Yale Harbor Dr 05.05.26- 06.02.26		66.17	269,155.86
06/22/2026	06ACH062226	Withlacoochee River Electric	31263 Palm Song Pl (Pond) 05.05.26- 06.02.26		80.89	269,074.97
06/22/2026	07ACH062226	Withlacoochee River Electric	31650 Epperson Blvd (Fountain) 05.05.26- 06.02.26		191.56	268,883.41
06/22/2026	08ACH062226	Withlacoochee River Electric	7851 Curley Rd 05.05.26- 06.02.26		4,465.86	264,417.55
06/26/2026	100761	DIBARTOLOMEO, McBEE, HARTLEY & BARNES, PA	Invoice: 90119525 (Reference: Audit FYE 09/30/2025.)		4,000.00	260,417.55
06/26/2026	100762	Envera Systems	Invoice: IN00005527 (Reference: Permit (Section 4.1.8) of Contract -Epperson Blvd Gate.) Invo...		425.00	259,992.55
06/29/2026	100763	Steadfast Contractors Alliance, LLC	Invoice: SA-24023 (Reference: Routine Aquatic Maintenance Jun26.)		2,575.00	257,417.55
06/29/2026	100764	Juniper Landscaping of Florida, LLC	Invoice: 399383 (Reference: #383456 - Epperson Ranch CDD - 2026/2027 Landscape Maintenance Contr...		29,538.00	227,879.55
06/29/2026	100765	Cooper Pools Inc.	Invoice: 1838 (Reference: 3/8" MPT Brass Autofill Float Valve.)		286.22	227,593.33
06/29/2026	100766	BUSINESS OBSERVER	Invoice: 26-01483P (Reference: Legal Advertising - Board Meeting.)		271.25	227,322.08
06/29/2026	100767	Contact One	Invoice: 260601164101 (Reference: monthly service and holiday charge.)		69.00	227,253.08
6/30/2026		End of Month		24,787.46	81,110.88	227,253.08
07/01/2026	100768	Steadfast Contractors Alliance, LLC	Invoice: SA-25193 (Reference: Quarterly Aeration Filter Changes on Ponds #18 and #20 for (Quarte...		40.00	227,213.08
07/02/2026	100769	ECS Integrations LLC	Invoice: 104115 (Reference: Camera Management for Main-Yale-Olive.)		150.00	227,063.08
07/02/2026	100770	Tampa Swap LLC	Invoice: INV-0015 (Reference: Graffiti cover-up and repainting of concrete tunnel surfaces.)		550.00	226,513.08
07/02/2026	100771	Steadfast Contractors Alliance, LLC	Invoice: SA-25343 (Reference: treatments of surface adulticide to the ponds.)		4,040.00	222,473.08
07/02/2026	100772	Vesta District Services	Invoice: 433141 (Reference: Management fee services July26.)		6,006.25	216,466.83
07/02/2026	100773	Kutak Rock LLP	Invoice: 3764131 (Reference: legal services May26.)		2,912.50	213,554.33
07/02/2026	100774	Juniper Landscaping of Florida, LLC	Invoice: 404109 (Reference: #403106 - June 2026 Completed Wet Check Repairs-Controller B.)		150.90	213,403.43
07/06/2026	100775	Watergrass CDD II	Invoice: 04501 (Reference: June Workshop Room Rental 06/29/2026.)		125.00	213,278.43
07/06/2026	100776	Cooper Pools Inc.	Invoice: 2026-1629 (Reference: Commercial Monthly Fountain Service July 2026.)		650.00	212,628.43
07/06/2026	100777	Stantec Consulting Services, Inc	Invoice: 2570253 (Reference: Engineering services.) Invoice: 2583482 (Reference: Engineering ...		16,339.61	196,288.82
07/06/2026	100778	Tampa Bay Poo Patrol, LLC	Invoice: 6359 (Reference: Pet Waste Station Maintenance.)		1,111.50	195,177.32
07/07/2026	100779	BUSINESS OBSERVER	Invoice: 26-01506P (Reference: Legal Advertising.)		78.75	195,098.57
07/07/2026	100780	Watergrass CDD II	Invoice: 04524 (Reference: July Meeting Room Rental 07/06/2026.)		125.00	194,973.57
07/07/2026	01ACH070726	DOORKING, INC.	Reference: Gate cell service 06.02.26- 07.01.26		171.80	194,801.77
07/08/2026	100781	ECS Integrations LLC	Invoice: 104286 (Reference: Camera Management for Main-Yale-Olive.) Invoice: 104289 (Referen...		675.00	194,126.77
07/08/2026	100782	Gig Fiber, LLC	Invoice: 7415 (Reference: Solar Equipment Lease Income-5-2.) Invoice: 7417 (Reference: Solar ...		19,635.90	174,490.87
07/10/2026	100783	Rosco's Security LLC	Invoice: INV/2026/00017 (Reference: Sentinel Shield Service & Maintenance Agreement.)		2,280.00	172,210.87
07/10/2026	100784	Tampa Swap LLC	Invoice: INV-0019 (Reference: Graffiti cover-up and repainting of concrete tunnel surfaces.)		250.00	171,960.87
07/10/2026	100785	Advanced Drainage Solutions	Invoice: 1179 (Reference: Pond Bank Erosion Repair & Stabilization.) Invoice: 1176 (Reference...		125,053.25	46,907.62
07/13/2026	01ACH071326	PASCO COUNTY UTILITIES SERVICES BRANCH	31756 Overpass Reclaim Rd 05.11.26- 06.10.26		371.68	46,535.94
07/13/2026	02ACH071326	PASCO COUNTY UTILITIES SERVICES BRANCH	31077 Epperson Blvd 05.11.26- 06.10.26		647.41	45,888.53
07/13/2026	03ACH071326	PASCO COUNTY UTILITIES SERVICES BRANCH	7315 Yale Harbor Dr 05.11.26- 06.10.26		505.00	45,383.53
07/14/2026	071426BOS1	Cherdonna Epps-Gardner	BOS MTG 7/6/26		84.70	45,298.83
07/14/2026	071426BOS2	Christy M Bartels	BOS MTG 7/6/26		184.70	45,114.13
07/14/2026	071426BOS3	Dawn Curran Tubb	BOS MTG 7/6/26		184.70	44,929.43
07/14/2026	071426BOS4	Engage PEO	BOS Meeting 7/6/26		272.40	44,657.03
07/14/2026	071426BOS5	Harl D. Page	BOS MTG 7/6/26		184.70	44,472.33
07/14/2026	01ACH071426	Spectrum- Charter Communications			832.69	43,639.64
07/22/2026	100786	Stantec Consulting Services, Inc	Invoice: 2589269 (Reference: Engineering Services June 26.)		11,678.85	31,960.79
07/22/2026	100787	Vesta District Services	Invoice: 433446 (Reference: Billable Expenses - Jun 2026.)		462.26	31,498.53
07/24/2026	01ACH072426	Withlacoochee River Electric	7851 Curley Rd 06.02.26- 07.06.26		4,482.80	27,015.73
07/24/2026	02ACH072426	Withlacoochee River Electric	31650 Epperson Blvd (Fountain) 06.02.26- 07.06.26		238.31	26,777.42

Date	Number	Name	Memo	Deposits	Payments	Balance
07/24/2026	03ACH072426	Withlacoochee River Electric	31263 Palm Song Pl (Pond) 06.02.26- 07.06.26		90.89	26,686.53
07/24/2026	04ACH072426	Withlacoochee River Electric	7315 Yale Harbor Dr 06.02.26- 07.06.26		72.70	26,613.83
07/24/2026	05ACH72426	Withlacoochee River Electric	8109 Sandbay Ridge Dr (gate) 06.02.26- 07.06.26		70.65	26,543.18
07/24/2026	06ACH072426	Withlacoochee River Electric	31077 Epperson Blvd 06.02.26- 07.06.26		55.52	26,487.66
07/24/2026	07ACH072426	Withlacoochee River Electric	30498 Summer Sun Loop (Pond) 06.02.26- 07.06.26		51.31	26,436.35
07/24/2026	08ACH072426	Withlacoochee River Electric	31425 Epperson Blvd 06.02.26- 07.06.26		40.16	26,396.19
07/24/2026	100788	Contact One	Invoice: 260701164101 (Reference: Monthly cell gate service.)		59.00	26,337.19
07/24/2026	100789	Tampa Swap LLC	Invoice: INV-0027 (Reference: Repaired, straightened, realigned, and secured nine street, traffi...		650.00	25,687.19
07/28/2026	100790	Alphagraphics Tampa Print	Invoice: 262104 (Reference: Letters and Mailing.)		1,388.65	24,298.54
07/28/2026	100791	ECS Integrations LLC	Invoice: 104292 (Reference: Wireless Internet Solution VZ (billed quarterly).) Invoice: 10429...		580.00	23,718.54
07/28/2026	100792	Tampa Swap LLC	Invoice: INV-0028 (Reference: Remove and dispose of bike rack near mailbox area; remove anchored...		400.00	23,318.54
07/28/2026	100793	Cooper Pools Inc.	Invoice: 990 (Reference: Commercial Remodeling / Resurfacing Income.)		2,100.00	21,218.54
07/28/2026	100794	Kutak Rock LLP	Invoice: 3778220 (Reference: Professional Legal Services Rendered.)		4,096.50	17,122.04
07/30/2026	100795	Steadfast Contractors Alliance, LLC	Invoice: SA-25306 (Reference: Routine Aquatic Maintenance Jul26.)		2,575.00	14,547.04
07/30/2026	100796	Juniper Landscaping of Florida, LLC	Invoice: 405038 (Reference: #383456 - Epperson Ranch CDD - 2026/2027 Landscape Maintenance Contr...		29,538.00	-14,990.96
7/31/2026		End of Month		0.00	242,244.04	-14,990.96
08/03/2026	100797	Steadfast Contractors Alliance, LLC	Invoice: SA-26620 (Reference: Midget Fly treatment.) Invoice: SA-26980 (Reference: SE1091.1 E...		4,290.00	-19,280.96
08/03/2026	100798	Vesta District Services	Invoice: 433768 (Reference: Management fee services Aug26.)		6,006.25	-25,287.21
08/03/2026	100799	Venturesin.com, Inc.	Invoice: 48382 (Reference: Website hosting.)		205.00	-25,492.21
08/04/2026	100800	Juniper Landscaping of Florida, LLC	Invoice: 409755 (Reference: 404249 - June 2026 Completed Wet Check Repairs-Controller E.)		121.51	-25,613.72
08/04/2026			Funds Transfer	200,000.00		174,386.28
08/05/2026	100801	Tampa Swap LLC	Invoice: ERCD0-080326 (Reference: Olive Brook / Community Playground Area.)		175.00	174,211.28
08/05/2026	01ACH080526	DOORKING, INC.	Reference: Gate cell service 07.02.26- 08.01.26		171.80	174,039.48
08/06/2026	100802	Watergrass CDD II	Invoice: 04589 (Reference: August Meeting Room Rental 08/03/2026.)		125.00	173,914.48
08/10/2026	100803	Gig Fiber, LLC	Invoice: 7683 (Reference: Solar Equipment Lease Amendment #2 - Entrance Bridge_August 2026.)		106.14	173,808.34
08/10/2026	01ACH081026	Spectrum- Charter Communications	Hierarchy Account		544.27	173,264.07
08/11/2026	100804	Tampa Swap LLC	Invoice: 080626 (Reference: Mailbox Parking Sign Installation.)		600.00	172,664.07
08/14/2026	081426BOS1	Cherdonna Epps-Gardner	BOS MTG 8/3/26		84.70	172,579.37
08/14/2026	081426BOS2	Christy M Bartels	BOS MTG 8/3/26		184.70	172,394.67
08/14/2026	081426BOS3	Dawn Curran Tubb	BOS MTG 8/3/26		184.70	172,209.97
08/14/2026	081426BOS4	Engage PEO	BOS MTG 8/3/26		241.80	171,968.17
08/14/2026			Deposit	0.05		171,968.22
08/17/2026	100805	BUSINESS OBSERVER	Invoice: 26-02040P (Reference: Legal Advertising - Board Supervisors Meeting.)		67.81	171,900.41
08/17/2026	01ACH081726	PASCO COUNTY UTILITIES SERVICES BRANCH	7315 Yale Harbor Dr 06.10.26- 07.09.26		261.59	171,638.82
08/17/2026	02ACH081726	PASCO COUNTY UTILITIES SERVICES BRANCH	31077 Epperson Blvd 06.10.26- 07.09.26		434.30	171,204.52
08/17/2026	03ACH081726	PASCO COUNTY UTILITIES SERVICES BRANCH	31756 Overpass Reclaim Rd 06.10.26- 07.09.26		237.35	170,967.17
08/21/2026	01ACH082126	Withlacoochee River Electric	7851 Curley Rd 07.06.26- 08.05.26		4,482.57	166,484.60
08/21/2026	02ACH082126	Withlacoochee River Electric	31650 Epperson Blvd (Fountain) 07.06.26- 08.05.26		172.90	166,311.70
08/21/2026	03ACH082126	Withlacoochee River Electric	31263 Palm Song Pl (Pond) 07.06.26- 08.05.26		84.97	166,226.73
08/21/2026	04ACH082126	Withlacoochee River Electric	8109 Sandbay Ridge Dr (gate) 07.06.26- 08.05.26		66.44	166,160.29
08/21/2026	05ACH082126	Withlacoochee River Electric	7315 Yale Harbor Dr 07.06.26- 08.05.26		65.98	166,094.31
08/21/2026	06ACH082126	Withlacoochee River Electric	31077 Epperson Blvd 07.06.26- 08.05.26		53.48	166,040.83
08/21/2026	07ACH082126	Withlacoochee River Electric	30498 Summer Sun Loop (Pond) 07.06.26- 08.05.26		49.95	165,990.88
08/21/2026	08ACH082126	Withlacoochee River Electric	31425 Epperson Blvd 07.06.26- 08.05.26		40.16	165,950.72
08/24/2026	100806	Contact One	Invoice: 260801164101 (Reference: 09/01/2026 - 09/30/2026 gate service.)		72.30	165,878.42
08/25/2026	3706	US Bank Tax distribution			21,131.86	144,746.56
08/27/2026	100807	Steadfast Contractors Alliance, LLC	Invoice: SA-26554 (Reference: Routine Aquatic Maintenance Aug26.)		2,575.00	142,171.56
08/27/2026	100808	Kutak Rock LLP	Invoice: 3794233 (Reference: legal services Rendered in 7/26.)		3,165.51	139,006.05
08/27/2026	100809	Juniper Landscaping of Florida, LLC	Invoice: 409914 (Reference: #383456 - Epperson Ranch CDD - 2026/2027 Landscape Maintenance Contr...		29,538.00	109,468.05
8/31/2026		End of Month		200,000.05	75,541.04	109,468.05

EXHIBIT 12



Steadfast Alliance
San Antonio FL 33576 US

ESTIMATE

DATE	DUE	ESTIMATE #
9/24/2026	10/24/2026	

BILL TO

Epperson Ranch South CDD
Vesta Property Services
250 International Pkwy, Suite
208
Lake Mary FL 32746

SHIP TO

Yale Harbor Drive
Wesley Chapel Florida 33545
United States

DESCRIPTION	QTY	RATE	AMOUNT
Repair of the fallen skimmer plates on pond 14's dual outfall structures. Team of technicians to reset the fallen skimmer plates, return grates to the correct position, and replace lost hardware, restoring proper function here.	1.00	1,200.00	1,200.00

Est timeframe 1 day

I HEREBY CERTIFY that I am the Client/Owner of record of the property which is the subject of this proposal and hereby authorize the performance of the services as described herein and agree to pay the charges resulting thereby as identified above.

TOTAL	1,200.00
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I warrant and represent that I am authorized to enter into this Agreement as Client/Owner.

Accepted this _____ day of _____, 20____.

Signature: _____

Printed Name and Title: _____

Representing (Name of Firm): _____