

MAGNOLIA PARK  
COMMUNITY DEVELOPMENT DISTRICT

Meeting Date: Monday, May 11, 2026

Time: 5:30 p.m.

Location: Hilton Garden Inn Tampa Riverview Brandon  
4328 Garden Vista Drive  
Riverview, FL 33578

[Click Here to Join the Meeting Online](#)

Dial-in Number 1-904-348-0776

Conference ID: 766 858 449#

(Mute/Unmute: \*6)

(Raise/Lower Hand: \*5)

## Agenda

For agenda packet inquiries, please contact: [cdimaculangan@vestapropertyservices.com](mailto:cdimaculangan@vestapropertyservices.com)

### I. Roll Call

### II. Staff Reports 1

A. District Engineer Report – *Greg Woodcock, Stantec*

### III. Audience Comments – Agenda Items (Limited to 3 Minutes per Individual)

### IV. Business Matters

A. Board of Elected Supervisors

1. Consideration of Appointment to Board Vacancy (Seats #3 and #5 Vacant)

a. Rafael Lloveras Statement of Interest

[Exhibit 1](#)

2. Administration of Oath of Office

[Exhibit 2](#)

3. New Supervisor Information Sheet

[Exhibit 3](#)

4. Consideration & Adoption of **Resolution 2026-02**, Re-Designating Officers

[Exhibit 4](#)

5. Review of Sunshine and Public Records Laws (external links)

a. [Guide to Sunshine Amendment & Code of Ethics for Public Officers & Employees](#)

b. [Government in the Sunshine Manual](#)

c. [Resources for Required Ethics Training](#)

B. Vendor Reports

1. Aquatic Maintenance Services Report – *Premier Lakes*

[Exhibit 5](#)

2. Landscape Maintenance – *Cristi Cochran, United Land Services*

[Exhibit 6](#)

a. Consideration of United Land Services Proposals (if any):

i. Irrigation Repairs for Issues Found During April Inspection - \$3,243.11

[Exhibit 7](#)

ii. Remove and Haul Overgrowth South of Pond 29 - \$8,380.68

[Exhibit 8](#)



- iii. Quarterly Clearing Pond 29 Perimeter - \$3,024.44 [Exhibit 9](#)
    - 3. Field Operations Report – *Michael Bush, Vesta District Services* [Exhibit 10](#)
    - 4. Review of Magnolia Park CDD Website Maintenance Request Log Through 05/06 [Exhibit 11](#)
  - C. Presentation of Proposed FY 2026-2027 Budget [Exhibit 12](#)
  - D. Consideration & Adoption of **Resolution 2026-03**, Approving Proposed Budget and Setting a Public Hearing [Exhibit 13](#)
- V. **Staff Reports 2.**
  - A. District Counsel – *Tucker Mackie, Kutak Rock*
    - 1. Presentation of Revised Rules of Procedure [Exhibit 14](#)
    - 2. Consideration & Adoption of **Resolution 2026-04**, Setting a Public Hearing on Revised Rules of Procedure [Exhibit 15](#)
  - B. District Manager – *Barry Jeskewich, Vesta District Services*
    - 1. Water Fowl Briefing
    - 2. Presentation of Registered Voter Count – 2,595 (as of April 15) [Exhibit 16](#)
- VI. **Consent Agenda**
  - A. Consideration and Approval of the Minutes of the Board of Supervisors Regular Meeting Held April 20, 2026 [Exhibit 17](#)
  - B. Consideration and Acceptance of the March 2026 Unaudited Financial Report [Exhibit 18](#)
- VII. **Supervisor Requests** (*Includes Next Meeting Agenda Item Requests*)
- VIII. **Audience Comments – New Business** (*Limited to 3 Minutes per Individual*)
- IX. **Next Meeting Quorum Check** **5:30 p.m. on Monday, June 8, 2026**  
*Hilton Garden Inn Tampa Riverview Brandon  
4328 Garden Vista Drive, Riverview, FL 33578*
- X. **Adjournment**



# EXHIBIT 1



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**From:** MachForm <[mailer@forms-db.com](mailto:mailer@forms-db.com)>  
**Sent:** Wednesday, May 6, 2026 9:41 PM  
**To:** Barry Jeskewich <[bjeskewich@vestapropertyservices.com](mailto:bjeskewich@vestapropertyservices.com)>  
**Subject:** CDD - Magnolia Park Contact [#170]

**External Sender - From:** (MachForm <[mailer@forms-db.com](mailto:mailer@forms-db.com)>)  
This message came from outside your organization.

**To:** District Manager

**Your Name** Rafael Lloveras

**Address** 8748 TURNSTONE HAVEN PL  
TAMPA, FL 33619  
United States

**Phone** (787) 309-1099

**Email** [rlloveras92@gmail.com](mailto:rlloveras92@gmail.com)

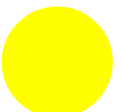
**Message**

A Magnolia Park resident since 2014. Always willing to help and support my community in all possible aspects. Architectural Review Committee member since 2016 and chair person since 2022. Parking Committee member 2017 to 2019. Landscape Committee member and chair person since 2024. Part of the Magnolia Park Reconstruction Committee since 2024. Looking forward to service at the Community Development District. Thanks.

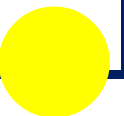
**Terms and Conditions**

Please read the [Terms and Conditions](#) prior to communicating electronically.

**Acceptance** - I have read and agree with the Terms and Conditions.



# EXHIBIT 2





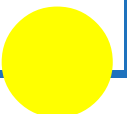
Vesta District Services  
250 International Parkway #208  
Lake Mary, FL 32746  
321-263-0132  
Your Community.  
Our Commitment.

# MAGNOLIA PARK COMMUNITY DEVELOPMENT DISTRICT

## District Required Oath of Office

For District Records

If not notarized during the meeting, please sign before a notary  
and email executed Oath to the District's admin.



**MAGNOLIA PARK  
COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS  
OATH OF OFFICE**

I, \_\_\_\_\_, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF MAGNOLIA PARK COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

\_\_\_\_\_  
Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

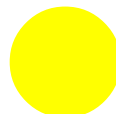
The foregoing oath was administered before me this \_\_\_ day of \_\_\_\_\_, 202\_, by \_\_\_\_\_, who personally appeared before me, and is personally known to me or has produced \_\_\_\_\_ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Magnolia Park Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

Print Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_ Expires: \_\_\_\_\_





Vesta District Services  
250 International Parkway #208  
Lake Mary, FL 32746  
321-263-0132  
Your Community.  
Our Commitment.

## MAGNOLIA PARK COMMUNITY DEVELOPMENT DISTRICT

# State Required Oath of Office

To Be Submitted to the State within 30 Days of  
Appointment with \$10 Check Payable to  
“Florida Department of State”

## Contact Information

**Phone Number:** 850.245.6200

**Email:** [DivElections@dos.myflorida.com](mailto:DivElections@dos.myflorida.com)

**Fax Numbers:** 850.245.6217 or 850.245.6218

**Mailing Address:**

Division of Elections

Florida Department of State

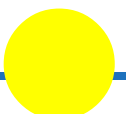
R. A. Gray Building, Room 316

500 South Bronough Street

Tallahassee, FL 32399-0250

**Website Link:** <https://dos.fl.gov/elections/contacts/contact-us/>

\*Please email a scan or picture of the completed State Oath to your District Manager for inclusion in the District's Record.



# OATH OF OFFICE

(Art. II. § 5(b), Fla. Const.)

STATE OF FLORIDA

County of \_\_\_\_\_

I do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State, and that I will well and faithfully perform the duties of

\_\_\_\_\_  
(Full Name of Office – Abbreviations Not Accepted)

on which I am now about to enter, so help me God.

[NOTE: If you affirm, you may omit the words “so help me God.” See § 92.52, Fla. Stat.]

\_\_\_\_\_  
*Signature*

**(Affix Seal Below)**

Sworn to and subscribed before me by means of \_\_\_\_ physical presence  
Or \_\_\_\_ online notarization this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
*Signature of Officer Administering Oath or of Notary Public*

\_\_\_\_\_  
*Print, Type, or Stamp Commissioned Name of Notary Public*

Personally Known  or Produced Identification

Type of Identification Produced \_\_\_\_\_

## ACCEPTANCE

I accept the office listed in the above Oath of Office.

Mailing Address: Home  Office

\_\_\_\_\_  
Street or Post Office Box

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Signature

# EXHIBIT 3





Vesta District Services  
250 International Parkway #208  
Lake Mary, FL 32746  
321-263-0132  
Your Community.  
Our Commitment.

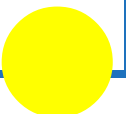
# MAGNOLIA PARK

## COMMUNITY DEVELOPMENT DISTRICT

# New Supervisor Information Form

## For District Records

If not completed during the meeting,  
please email the completed form to the District's admin.



*Magnolia Park*  
**A Community Development District**

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NEW SUPERVISOR INFORMATION SHEET

Please return completed forms to  
Vesta District Services  
Records Management  
250 International Parkway, Suite 208  
Lake Mary, FL 32746  
**Phone: 321-263-0132, EXT-398**  
District Manager: Barry Jeskewich

1) Name: \_\_\_\_\_

2) Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3) County of Residence \_\_\_\_\_

4) Phone or Cell \_\_\_\_\_

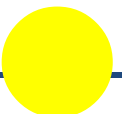
5) Email Address \_\_\_\_\_

6) Waive OR Accept Compensation of Statutorily Allowed \$200 per Meeting  
\_\_\_\_\_. If you have elected to receive compensation  
then please forward the attached payroll forms along with the New Supervisor  
Information Sheet.

Payroll Information

1) Date of Birth: \_\_\_\_\_

2) Drivers License Number: \_\_\_\_\_



# EXHIBIT 4



**RESOLUTION 2026-02**

**A RESOLUTION OF THE MAGNOLIA PARK COMMUNITY DEVELOPMENT DISTRICT,  
DESIGNATING THE OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE  
DATE.**

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

**WHEREAS**, the Board of Supervisors of the District (“Board”) desires to designate the Officers of the District.

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

**SECTION 1.** The following persons are designated to the offices shown:

<u>Dave Turner</u>	is appointed Chairperson
<u>Robert Shannon</u>	is appointed Vice Chairperson
<u>Barry Jeskewich</u>	is appointed Secretary
<u>Jean Williams</u>	is appointed Assistant Secretary
_____	is appointed Assistant Secretary
_____	is appointed Assistant Secretary
<u>Christian Dimaculangan</u>	is appointed Assistant Secretary
<u>Johanna Lee</u>	is appointed Treasurer
<u>Patricia Kehr</u>	is appointed Assistant Treasurer
<u>Scott Smith</u>	is appointed Assistant Treasurer

**SECTION 2.** This Resolution shall become effective immediately upon its adoption and shall remain in effect unless rescinded or repealed. Further, upon its passage, any previously adopted Resolution designating officers is rescinded and repealed.

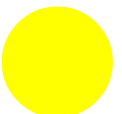
**PASSED AND ADOPTED** this 11<sup>th</sup> Day of May, 2026.

ATTEST:

**MAGNOLIA PARK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair, Board of Supervisors



# EXHIBIT 5





## Magnolia Park CDD

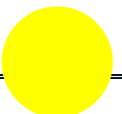
Aquatics Report

4/30/2026

[www.premierlakesfl.com](http://www.premierlakesfl.com)

CustomerSupport@PremierLakesFL.com

844-Lakes-FL (844-525-3735)



13



**Comments:**

This lake is in good condition. Minor shoreline weeds observed.

**Action Required**

Shoreline weed treatment

**Target:**

Torpedo Grass

12



**Comments:**

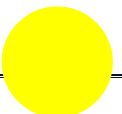
This lake is in good condition. Minor shoreline weeds observed.

**Action Required**

Shoreline weeds

**Target:**

Misc. Broadleaf weeds



11



**Comments:**

This lake is in good condition. Minor shoreline weeds observed.

**Action Required**

Shoreline weed treatment

**Target:**

Misc. Broadleaf weeds

16



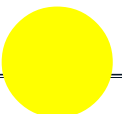
**Comments:**

This lake is in good condition.

**Action Required**

Routine Maintenance

**Target:**



15



**Comments:**

This lake is in good condition. Minor shoreline weeds observed.

**Action Required**

Shoreline weed treatment

**Target:**

Slender spikerush & torpedo grass

17



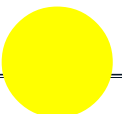
**Comments:**

This lake is in good condition

**Action Required**

Routine Maintenance

**Target:**



18



**Comments:**

This lake is in good condition.

**Action Required**

Routine Maintenance

**Target:**

25



**Comments:**

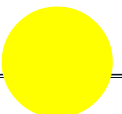
This lake is in good condition. Total control of submerged vegetation has been achieved and no more dead material is on the surface. Algae observed.

**Action Required**

Algae treatment

**Target:**

Filamentous algae



26



**Comments:**

This lake is in good condition. Slender Spikerush observed but was recently treated.

**Action Required**

Monitor Slender Spikerush & retreat if necessary.

**Target:**

Slender Spikerush

24



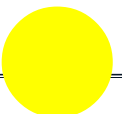
**Comments:**

This lake is in good condition. Previous shoreline weed treatment achieved good control.

**Action Required**

Routine Maintenance

**Target:**



30



**Comments:**

Hydrilla, Slender Pondweed, and Algae Observed.

**Action Required**

Submerged & Algae Treatment.

**Target:**

Filamentous Algae, Hydrilla, and Slender Pondweed.

31



**Comments:**

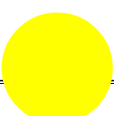
Floating weeds observed. Treated while on-site

**Action Required**

Monitor Floating Weed treatment

**Target:**

Azolla





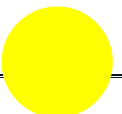
## Management Summary

Water levels are extremely low and will continue to drop because we have not had rain. The large exposed shorelines, combined with the warm temperatures, are producing a lot of shoreline weeds. We are successful in staying on top of growth, but the community should expect rapid regrowth between treatments until the water comes up. In some of the pictures, you can see the line of new growth from where the water dropped from previous treatments. We will continue to treat as necessary.

Overall, the property is in good shape and will continue to improve once the water comes up.

Not pictured, pond 34 was treated per supervisor request. The technician was allowing the pond to dry up so they could reach much of the growth, as it was too shallow to access with a boat but too deep and muddy to walk into. Torpedo grass was treated across the site, and should quickly decay.

Thank you for your business!



# Work Order



1936 Bruce B Downs Blvd Suite 308  
Wesley Chapel FL 33543  
(844) 525-3735,  
CustomerSupport@PremierLakesFL.com

<b>DATE</b>	04/20/2026 -
<b>TECH(S)</b>	Matthew Hanson
<b>JOB #</b>	1077892630

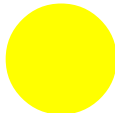
<b>CUSTOMER</b>
Magnolia Park CDD Barry Jeskewich 9312 Blueberry Ash Cir Riverview, Florida, 33578-8667 (828) 719-5535  bjeskewich@vestapropertyservices.com

<b>SERVICE LOCATION</b>
Magnolia Park CDD Magnolia Park CDD 9312 Blueberry Ash Cir Riverview, Florida, 33578-8667 (828) 719-5535  bjeskewich@vestapropertyservices.com

<b>JOB DETAILS</b>	Annual Lake Maintenance
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<b>JOB CATEGORY</b>	Annual Lake Maintenance
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<b>COMPLETION NOTES</b>	Treated vegetation and grasses around the shoreline of pond 34 Treated Pond 26 for algae, slender spike rush
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# Work Order



1936 Bruce B Downs Blvd Suite 308  
Wesley Chapel FL 33543  
(844) 525-3735,  
CustomerSupport@PremierLakesFL.com

<b>DATE</b>	04/27/2026 -
<b>TECH(S)</b>	Matthew Hanson
<b>JOB #</b>	1077892840

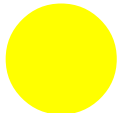
<b>CUSTOMER</b>
Magnolia Park CDD Barry Jeskewich 9312 Blueberry Ash Cir Riverview, Florida, 33578-8667 (828) 719-5535  bjeskewich@vestapropertyservices.com

<b>SERVICE LOCATION</b>
Magnolia Park CDD Magnolia Park CDD 9312 Blueberry Ash Cir Riverview, Florida, 33578-8667 (828) 719-5535  bjeskewich@vestapropertyservices.com

<b>JOB DETAILS</b>	Annual Lake Maintenance
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<b>JOB CATEGORY</b>	Annual Lake Maintenance
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<b>COMPLETION NOTES</b>	Treated vegetation grasses along the shore lines of ponds 1-10,26,28-31,36 Treated algae on ponds 7,11,12,13,15,16,30,13
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# Work Order



1936 Bruce B Downs Blvd Suite 308  
Wesley Chapel FL 33543  
(844) 525-3735,  
CustomerSupport@PremierLakesFL.com

<b>DATE</b>	05/05/2026 -
<b>TECH(S)</b>	Matthew Hanson
<b>JOB #</b>	1077972567

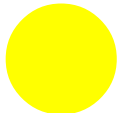
<b>CUSTOMER</b>
Magnolia Park CDD Barry Jeskewich 9312 Blueberry Ash Cir Riverview, Florida, 33578-8667 (828) 719-5535  bjeskewich@vestapropertyservices.com

<b>SERVICE LOCATION</b>
Magnolia Park CDD Magnolia Park CDD 9312 Blueberry Ash Cir Riverview, Florida, 33578-8667 (828) 719-5535  bjeskewich@vestapropertyservices.com

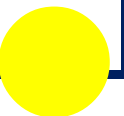
<b>JOB DETAILS</b>	Annual Lake Maintenance
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<b>JOB CATEGORY</b>	Annual Lake Maintenance
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<b>COMPLETION NOTES</b>	Treated vegetation and shorelines of ponds 11-13,32,33,34,35,37,39,40 Treated for algae in ponds 32,34,35,37
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# EXHIBIT 6





Cristi Cochran  
ULS

# MAY LANDSCAPE AUDIT

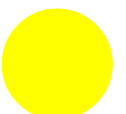
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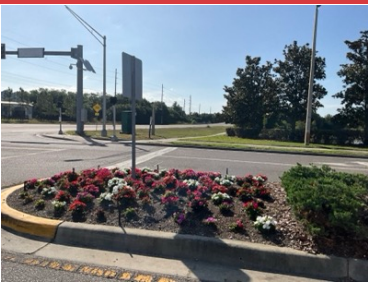
Magnolia Park CDD

Tuesday, May 5, 2026

Prepared For Board Of Supervisors

17 Issues Identified





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### **ISSUE 1**

Assigned To ULS

S Magnolia Park Blvd hand pull weeds from flower bed next visit



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### **ISSUE 2**

Assigned To ULS

S Magnolia Park Blvd prune perennials to the ground next visit



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### **ISSUE 3**

Assigned To ULS

S Magnolia Park remove dead ixora in median bed



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### **ISSUE 4**

Assigned To Board

S Magnolia Park Blvd magnolia trees look great

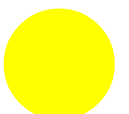


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### **ISSUE 5**

Assigned To Board

S Magnolia Park Blvd flowers look good





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### **ISSUE 6**

Assigned To ULS

S Magnolia Park Blvd prune ixora in half next visit



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### **ISSUE 7**

Assigned To ULS

Hand prune brown leaves on new oaks next visit



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### **ISSUE 8**

Assigned To ULS

Lift low tree branches next visit N Magnolia Park Blvd



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### **ISSUE 9**

Assigned To ULS

Shape holly trees this month N Magnolia Park Blvd

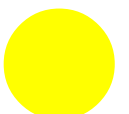


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### **ISSUE 10**

Assigned To ULS

Trim hedges N Magnolia Park Blvd





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### **ISSUE 11**

Assigned To Board

N Magnolia Park Blvd HOA bed according to service map



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### **ISSUE 12**

Assigned To Board

N Magnolia Park Blvd HOA beds according to map



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### **ISSUE 13**

Assigned To Board

N Magnolia Park Blvd HOA beds according to service map



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### **ISSUE 14**

Assigned To Irrigation

Is irrigation working Red Spruce exit side

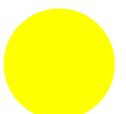


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### **ISSUE 15**

Assigned To ULS

Shape hedges Majestic Magnolia





### **ISSUE 16**

Assigned To ULS

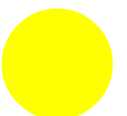
Hand prune brown branch from new oak on Fallen Leaf



### **ISSUE 17**

Assigned To Dale

Repair broken bubbler Fallen Leaf new oak



Job Name: Mag Park A  
 Job Number: \_\_\_\_\_  
 Controller: \_\_\_\_\_  
 #/Location: right of 910 aspen hollow  
 Date: 004-1-26



Program	Start Time	Seasonal Adjust %	Run Days
A			M T W TH F S S
B			M T W TH F S S
<u>6pm</u>			M T <u>W</u> TH F S S
D			M T W TH F S S
E			M T W TH F S S
F			M T W TH F S S

Controller Make: hunter Controller Model: acc2  
 Two Wire Conventional  
 Controller Status: Working Not Working  
 Weather / Rain Sensor: Working Not Working  
 Point of Connection Type: Potable Reclaim Well Lake  
 Well & Pump Type: Pressurized Centrifigual  
 Pump Start Submersible

ZONE INFORMATION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray - Rotor - Drip - Bubbler - MP	R	D	R	D	R	R	D	R	D	D/mj	R	R				
Turf - Shrub - Anuals	T	S	T	S	T	T	S	T	S	S/a	T	T				
Run Time (Program A)	30	15	30	15	30	15	30	15	30	15	30	30				
Run Time (Program B)																
Battery Pack - Add a Zone - Doubler																
Zone Fault or Alarm																

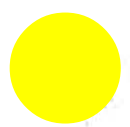
CONTRACT/MAINT. REPAIRS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Maintenance Repairs																
Partially Clogged Nozzle																
Cut Drip Line		3					1				1					
Head Straightened / Adjusted					1											

BILLABLE REPAIR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Head Broken 6" Spray		1								1	1/mj					
Head Broken 12" Spray		1								1						
Head Broken 4" Rotor	1	1			2					1						
Head Broken 6" Rotor																
Broken Riser		1								1						
Nozzle Fixed		1								1						
Nozzle MP Rotator		1								1						
Lateral Line Clogged		1								1						
Drip Line Clogged		1								1						
Drip Line Repair		1								1						
Lateral Line Break .5-1"		1								1						
Lateral Line 1.5"+		1								1						
Main Line Repair		1								1						
Valve Repair / Replacement																
Broken Valve Box																
Decoder																
Solenoid																
Valve Inoperable																

NEEDED UPGRADES	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray Head 4 to 6"																
Spray Head 6 to 12"																
Rotor 4 to 6"																
Raise / Lower Head Turf																
Raise / Lower Head Shrub																
Relocate Head or Lateral																

Comments: \_\_\_\_\_

Tech Name: Tyler W



Job Name: Mag Park B  
 Job Number: \_\_\_\_\_  
 Controller: \_\_\_\_\_  
 #/Location: left of pool @ well  
 Date: 4-1-26



Program	Start Time	Seasonal Adjust %	Run Days
A			M T W TH F S S
B			M T W TH F S S
C			M T W TH F S S
D4am			M T <u>(W)</u> TH F S S
E			M T W TH F S S
F			M T W TH F S S

Controller Make: Hunter Controller Model: acc2  
 Two Wire Conventional  
 Controller Status: Working Not Working  
 Weather / Rain Sensor: Working Not Working  
 Point of Connection Type: Potable Reclaim Well Lake  
 Well & Pump Type: Pressurized Centrifigual  
 Pump Start Submersible

ZONE INFORMATION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray - Rotor - Drip - Bubler - MP									D/mj							
Turf - Shrub - Anuals									sla							
Run Time (Program A)									60							
Run Time (Program B)																
Battery Pack - Add a Zone - Doubler																
Zone Fault or Alarm																

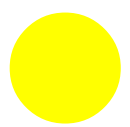
CONTRACT/MAINT. REPAIRS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Maintenance Repairs																
Partially Clogged Nozzle																
Cut Drip Line									1							
Head Straightened / Adjusted																

BILLABLE REPAIR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Head Broken 6" Spray																
Head Broken 12" Spray																
Head Broken 4" Rotor																
Head Broken 6" Rotor																
Broken Riser																
Nozzle Fixed																
Nozzle MP Rotator																
Lateral Line Clogged																
Drip Line Clogged																
Drip Line Repair																
Lateral Line Break .5-1"																
Lateral Line 1.5"+																
Main Line Repair																
Valve Repair / Replacement																
Broken Valve Box																
Decoder																
Solenoid																
Valve Inoperable																

NEEDED UPGRADES	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray Head 4 to 6"																
Spray Head 6 to 12"																
Rotor 4 to 6"																
Raise / Lower Head Turf																
Raise / Lower Head Shrub																
Relocate Head or Lateral																

Comments: Need to locate valve + diagnose solenoid/valve to determine cause for low pressure.

Tech Name: Tyler W



Job Name: Mag Park C1/2  
 Job Number: \_\_\_\_\_  
 Controller: \_\_\_\_\_  
 #/Location: entry side @ fence  
 Date: 4-18-26



Program	Start Time	Seasonal Adjust %	Run Days
A			M T <u>W</u> TH F S S
B			M T W TH F S S
C <u>10pm</u>			M T <u>W</u> TH F S S
D			M T W TH F S S
E			M T W TH F S S
F			M T W TH F S S

Controller Make: hunter Controller Model: acc2  
 Two Wire Conventional  
 Controller Status: Working Not Working  
 Weather / Rain Sensor: Working Not Working  
 Point of Connection Type: Potable Reclaim Well Lake  
 Well & Pump Type: Pressurized Centrifigual  
 Pump Start Submersible

ZONE INFORMATION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	
Spray - Rotor - Drip - Bubler - MP	D	D	B	MPR	D	S	B	S	D	S	D	B	S	D	S	S	S	B
Turf - Shrub - Anuals	S	S	Tree	T	S	T	Tree	T	S	T	S	Tree	T	S	T	T	T	Tree
Run Time (Program A)	15	15	10	45	15	30	10	30	15	30	15	10	30	15	30	30	30	10
Run Time (Program B)																		
Battery Pack - Add a Zone - Doubler																		
Zone Fault or Alarm																		

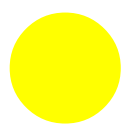
CONTRACT/MAINT. REPAIRS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Maintenance Repairs																	
Partially Clogged Nozzle				2		1				7			1		1		
Cut Drip Line	1	2		2	1				1					1			
Head Straightened / Adjusted				1						2							

BILLABLE REPAIR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Head Broken 6" Spray																	
Head Broken 12" Spray																	
Head Broken 4" Rotor																	
Head Broken 6" Rotor																	
Broken Riser																	
Nozzle Fixed																	
Nozzle MP Rotator																	
Lateral Line Clogged																	
Drip Line Clogged																	
Drip Line Repair																	
Lateral Line Break .5-1"			1										1	1			
Lateral Line 1.5"+																	
Main Line Repair																	
Valve Repair / Replacement																	
Broken Valve Box																	
Decoder																	
Solenoid																	
Valve Inoperable																	

NEEDED UPGRADES	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Spray Head 4 to 6"																	
Spray Head 6 to 12"																	
Rotor 4 to 6"																	
Raise / Lower Head Turf																	
Raise / Lower Head Shrub																	
Relocate Head or Lateral				3													

Comments: Zone 11 has low pressure, need to locate/diagnose valve.

Tech Name: Tyler W



Job Name: Mag Park C 212  
 Job Number: \_\_\_\_\_  
 Controller: \_\_\_\_\_  
 #/Location: Left of 9253 hillcroft  
 Date: 4-1-26



Program	Start Time	Seasonal Adjust %	Run Days
A	10pm		M T (W) TH F S S
B			M T W TH F S S
C			M T W TH F S S
D			M T W TH F S S
E			M T W TH F S S
F			M T W TH F S S

Controller Make: hunter      Controller Model: acc 2  
 Two Wire      Conventional  
 Controller Status: Working      Not Working  
 Weather / Rain Sensor: Working      Not Working  
 Point of Connection Type: Potable      Reclaim Well      Lake  
 Well & Pump Type: Pressurized      Centrifigual  
    Pump Start      Submersible

ZONE INFORMATION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray - Rotor - Drip - Bubbler - MP	MP	S														
Turf - Shrub - Anuals	T	T														
Run Time (Program A)	18	18														
Run Time (Program B)																
Battery Pack - Add a Zone - Doubler																
Zone Fault or Alarm																

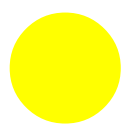
CONTRACT/MAINT. REPAIRS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Maintenance Repairs																
Partially Clogged Nozzle	3	1														
Cut Drip Line																
Head Straightened / Adjusted																

BILLABLE REPAIR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Head Broken 6" Spray	1															
Head Broken 12" Spray																
Head Broken 4" Rotor																
Head Broken 6" Rotor																
Broken Riser																
Nozzle Fixed																
Nozzle MP Rotator																
Lateral Line Clogged																
Drip Line Clogged																
Drip Line Repair																
Lateral Line Break .5-1"																
Lateral Line 1.5"+																
Main Line Repair																
Valve Repair / Replacement																
Broken Valve Box																
Decoder																
Solenoid																
Valve Inoperable																

NEEDED UPGRADES	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray Head 4 to 6"																
Spray Head 6 to 12"																
Rotor 4 to 6"																
Raise / Lower Head Turf																
Raise / Lower Head Shrub																
Relocate Head or Lateral	1															

Comments: \_\_\_\_\_

Tech Name: Tyler W



Job Name: Mag Pack E  
 Job Number: \_\_\_\_\_  
 Controller: \_\_\_\_\_  
 #/Location: Left of Hft station  
 Date: 4-1-26



Program	Start Time	Seasonal Adjust %	Run Days
A 8pm			M T <u>W</u> TH F S S
B			M T W TH F S S
C			M T W TH F S S
D			M T W TH F S S
E			M T W TH F S S
F			M T W TH F S S

Controller Make: Hunter Controller Model: ace2  
 Two Wire Conventional  
 Controller Status: Working Not Working  
 Weather / Rain Sensor: Working Not Working  
 Point of Connection Type: Potable Reclaim Well Lake  
 Well & Pump Type: Pressurized Centrifugal  
 Pump Start Submersible

ZONE INFORMATION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray - Rotor - Drip - Bubler - MP	S	Dim	D	B	r	S	S	r/B	S	S	0	S				
Turf - Shrub - Annuals	T	sla	\$	Tree	T	T	T	T	T	a	S	T/a				
Run Time (Program A)	30	25	20	1	50	30	30	30	30	25	15	25				
Run Time (Program B)																
Battery Pack - Add a Zone - Doubler																
Zone Fault or Alarm																

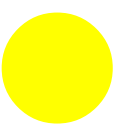
CONTRACT/MAINT. REPAIRS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Maintenance Repairs																
Partially Clogged Nozzle	2					3	1		1			1				
Cut Drip Line		3														
Head Straightened / Adjusted																

BILLABLE REPAIR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Head Broken 6" Spray		1														
Head Broken 12" Spray																
Head Broken 4" Rotor					1			3								
Head Broken 6" Rotor																
Broken Riser		1														
Nozzle Fixed		1														
Nozzle MP Rotator		2														
Lateral Line Clogged		4														
Drip Line Clogged		5														
Drip Line Repair		1														
Lateral Line Break .5-1"		2														
Lateral Line 1.5"+		2														
Main Line Repair																
Valve Repair / Replacement																
Broken Valve Box																
Decoder																
Solenoid																
Valve Inoperable																

NEEDED UPGRADES	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray Head 4 to 6"																
Spray Head 6 to 12"																
Rotor 4 to 6"																
Raise / Lower Head Turf																
Raise / Lower Head Shrub																
Relocate Head or Lateral																

Comments: \_\_\_\_\_

Tech Name: Tyler W



Job Name: Mag Park F  
 Job Number: \_\_\_\_\_  
 Controller: \_\_\_\_\_  
 #/Location: Bering Popd 22  
 Date: 4-1-26



Program	Start Time	Seasonal Adjust %	Run Days
A	9:30 pm		M T (W) TH F S S
B	8 am		M T (W) TH F S S
C	4 am		M T (W) TH F S S
D			M T W TH F S S
E			M T W TH F S S
F			M T W TH F S S

Controller Make: Hunter      Controller Model: acc2  
 Controller Status: Two Wire      Conventional  
    Working      Not Working  
 Weather / Rain Sensor: Working      Not Working  
 Point of Connection Type: Potable Reclaim Well Lake  
 Well & Pump Type: Pressurized      Centrifigual  
    Pump Start      Submersible

ZONE INFORMATION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray - Rotor - Drip - Bubler - MP	P	B	S	S	D	S	S	D/mj								
Turf - Shrub - Anuals	S	Tree	T	T	S	T	T	sla								
Run Time (Program A)			20	20		20	20									
Run Time (Program B)	15	1			15			15								
Battery Pack - Add a Zone - Doubler																
Zone Fault or Alarm																

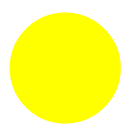
CONTRACT/MAINT. REPAIRS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Maintenance Repairs																
Partially Clogged Nozzle			2			2	1									
Cut Drip Line								2								
Head Straightened / Adjusted																

BILLABLE REPAIR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Head Broken 6" Spray					1			1								
Head Broken 12" Spray																
Head Broken 4" Rotor																
Head Broken 6" Rotor																
Broken Riser																
Nozzle Fixed																
Nozzle MP Rotator																
Lateral Line Clogged																
Drip Line Clogged																
Drip Line Repair																
Lateral Line Break .5-1"																
Lateral Line 1.5"+																
Main Line Repair																
Valve Repair / Replacement																
Broken Valve Box																
Decoder																
Solenoid																
Valve Inoperable																

NEEDED UPGRADES	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray Head 4 to 6"																
Spray Head 6 to 12"																
Rotor 4 to 6"																
Raise / Lower Head Turf																
Raise / Lower Head Shrub																
Relocate Head or Lateral								3								

Comments: \_\_\_\_\_

Tech Name: Tyler W



Job Name: Mag Park G

Page: 7 of 9

Job Number: \_\_\_\_\_

Controller: \_\_\_\_\_

#/Location: @ Perimeter Behind lift station



Date: 4-1-26

Program	Start Time	Seasonal Adjust %	Run Days
A <u>10pm</u>			M T <u>(W)</u> TH F S S
B			M T W TH F S S
C			M T W TH F S S
D			M T W TH F S S
E			M T W TH F S S
F			M T W TH F S S

Controller Make: hunter Controller Model: acc7  
 Two Wire Conventional  
 Controller Status: Working Not Working  
 Weather / Rain Sensor: Working Not Working  
 Point of Connection Type: Potable Reclaim Well Lake  
 Well & Pump Type: Pressurized Centrifugal  
 Pump Start Submersible

ZONE INFORMATION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray - Rotor - Drip - Bubblers - MP	<u>D</u>	<u>MPC</u>	<u>D</u>	<u>0.5</u>	<u>D</u>	<u>D</u>	<u>D</u>	<u>S</u>								
Turf - Shrub - Annuals																
Run Time (Program A)																
Run Time (Program B)																
Battery Pack - Add a Zone - Doubler																
Zone Fault or Alarm																

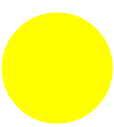
CONTRACT/MAINT. REPAIRS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Maintenance Repairs																
Partially Clogged Nozzle		<u>5</u>														
Cut Drip Line	<u>1</u>				<u>2</u>			<u>6</u>								
Head Straightened / Adjusted																

BILLABLE REPAIR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Head Broken 6" Spray																
Head Broken 12" Spray																
Head Broken 4" Rotor																
Head Broken 6" Rotor																
Broken Riser																
Nozzle Fixed																
Nozzle MP Rotator																
Lateral Line Clogged																
Drip Line Clogged																
Drip Line Repair																
Lateral Line Break .5-1"																
Lateral Line 1.5"+	<u>1</u>															
Main Line Repair																
Valve Repair / Replacement																
Broken Valve Box																
Decoder																
Solenoid																
Valve Inoperable																

NEEDED UPGRADES	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray Head 4 to 6"																
Spray Head 6 to 12"																
Rotor 4 to 6"																
Raise / Lower Head Turf																
Raise / Lower Head Shrub																
Relocate Head or Lateral																

Comments: \_\_\_\_\_

Tech Name: Tyler W



Job Name: Mag Park 1/2  
 Job Number: \_\_\_\_\_  
 Controller: \_\_\_\_\_  
 #/Location: right of 9303 trackwater  
 Date: 4-1-26

Page: 8 of 9



Program	Start Time	Seasonal Adjust %	Run Days
A 1:00pm			M T <u>W</u> TH F S S
B			M T W TH F S S
C			M T W TH F S S
D 8:00pm			M T <u>W</u> TH F S S
E			M T W TH F S S
F			M T W TH F S S

Controller Make: humber Controller Model: accl  
 Controller Status: Two Wire Conventional  
 Working Not Working  
 Weather / Rain Sensor: Working Not Working  
 Point of Connection Type: Potable Reclaim Well Lake  
 Well & Pump Type: Pressurized Centrifigual  
 Pump Start Submersible

ZONE INFORMATION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray - Rotor - Drip - Bubbler - MP	<u>0/mj</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>3</u>	<u>0</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>3</u>	<u>0</u>	<u>3</u>	<u>3</u>	<u>0</u>	<u>3</u>	<u>0</u>
Turf - Shrub - Anuals	<u>5/9</u>															
Run Time (Program A)	<u>15</u>	<u>45</u>			<u>45</u>		<u>45</u>			<u>45</u>	<u>45</u>	<u>45</u>	<u>45</u>		<u>45</u>	
Run Time (Program B)			<u>45</u>	<u>45</u>		<u>45</u>		<u>45</u>	<u>45</u>		<u>45</u>	<u>45</u>		<u>45</u>		<u>45</u>
Battery Pack - Add a Zone - Doubler																
Zone Fault or Alarm																

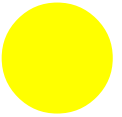
CONTRACT/MAINT. REPAIRS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Maintenance Repairs																
Partially Clogged Nozzle																
Cut Drip Line																
Head Straightened / Adjusted																

BILLABLE REPAIR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Head Broken 6" Spray																
Head Broken 12" Spray																
Head Broken 4" Rotor																
Head Broken 6" Rotor																
Broken Riser																
Nozzle Fixed																
Nozzle MP Rotator																
Lateral Line Clogged																
Drip Line Clogged																
Drip Line Repair																
Lateral Line Break .5-1"																
Lateral Line 1.5"+																
Main Line Repair																
Valve Repair / Replacement																
Broken Valve Box																
Decoder																
Solenoid																
Valve Inoperable																

NEEDED UPGRADES	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray Head 4 to 6"																
Spray Head 6 to 12"																
Rotor 4 to 6"																
Raise / Lower Head Turf																
Raise / Lower Head Shrub																
Relocate Head or Lateral																

Comments: \_\_\_\_\_

Tech Name: Tyler W



# EXHIBIT 7





**Proposal #229704**

**Date: 5/5/2026**

**PO #**

**Customer:**

**Property:**

Magnolia Park CDD  
5790 Magnolia Park Blvd.  
Riverview, FL 33578

## 2026 April Irrigation Repairs

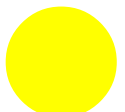
Provide Labor and Material to Repair Irrigation Issues Found During April Inspection:

- Controller A
  - Replace Valve With Low Pressure Zone 2
  - Replace 4" Rotors Zones 1, 5, 11
  - Labor to Track Valve Not Responding to Controller Zone 9
  - Repair Lateral Line Break Zone 10
  - Replace Broken Valve Box Zone 10
- Controller B
  - Labor to Trace Valve Zone 9, Replace Solenoid
- Controller C
  - Repair Lateral Line Breaks Zones 3, 12, 13
  - Labor to Trace Valve With Low Pressure Zone 11
- Controller E
  - Labor to Trace Valve With Low Pressure Zone 4
  - Replace 4" Rotors Zones 11, 19
- Controller F
  - Replace 2.5" Valve Zone 5
  - Diagnose Valve for Issue Zone 8
  - Replace 6" Spray Zone 7
- Controller G
  - Repair Lateral Line Break Zone 1

### Default Group

#### Irrigation Repair

Items	Quantity	Price
Labor & Material	1.00	
		<b>Irrigation Repair:</b>
		\$3,243.11
		<b>PROJECT TOTAL:</b>
		<b>\$3,243.11</b>



**Terms & Conditions**

**By** \_\_\_\_\_

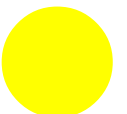
**Cristi Cochran**

**Date** 5/5/2026

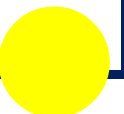
**By** \_\_\_\_\_

**Date** \_\_\_\_\_

**Magnolia Park CDD**



# EXHIBIT 8





Proposal #229706

Date: 5/5/2026

PO #

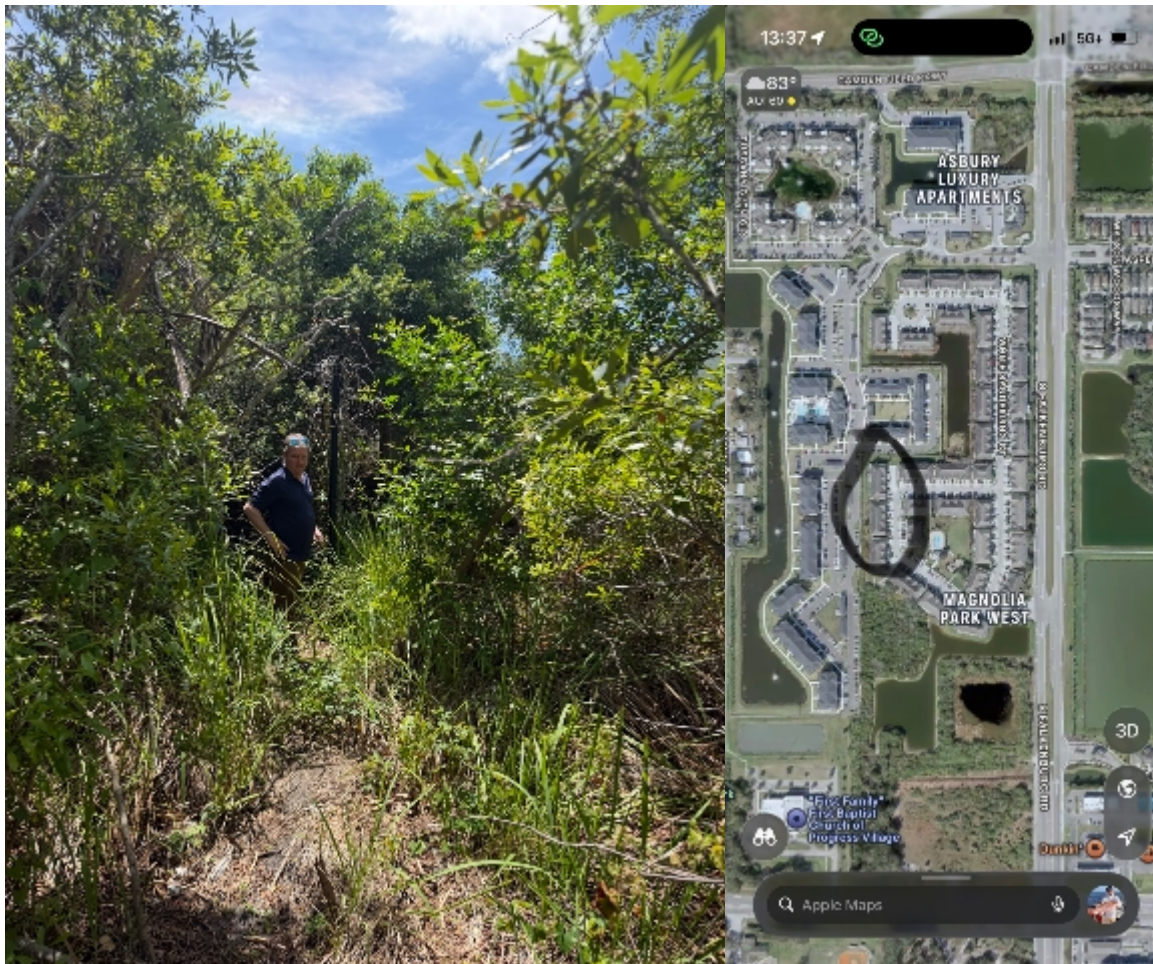
Customer:

Property:

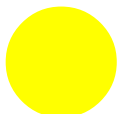
Magnolia Park CDD  
5790 Magnolia Park Blvd.  
Riverview, FL 33578

## 2026 Clear Overgrowth South of Pond 29

Provide Labor and Equipment to Remove Overgrowth South of Pond 29, Haul Debris



Default Group

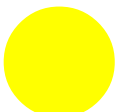


## Property Improvements

Items	Quantity	Price
Labor & Equipment	125.00	
		<b>Property Improvements:</b> \$8,380.68
		<b>PROJECT TOTAL:</b> \$8,380.68

### Terms & Conditions

1. Specifications: The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades. The workforce shall always be presentable. All employees shall be competent and qualified, and authorized to work in the U.S.
3. License and Permits: Contractor will comply with all license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. Taxes: Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, contractor will furnish insurance with \$1,000,000 limit of liability.
6. Liability: Contractor shall indemnify the Client/Owner and its agents and employees from liabilities which arise out of the Contractor's work. It is understood and agreed that the Contractor is not liable whatsoever for any damages that are caused by the sole negligence or willful misconduct of the Client/Owner or an indemnified party. Contractor shall not be liable for any damage that occurs from acts of God. Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within thirty (30) days. Any illegal trespass, claims and/or damage resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of Client/Owner.
7. Subcontractors: Contractor reserves the right to hire qualified subcontractors.
8. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders and will become an extra charge over and above the estimate.
9. Access to Jobsite: Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. Invoicing: Client/Owner shall make payment to Contractor within thirty (30) days upon receipt of invoice.
11. Termination: This Work Order may be terminated by the Client/Owner with or without cause, upon seven (7) workdays advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
12. Assignment: The Client/Owner and the Contractor, respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this Contract. In the event of sale or transfer of Client/Owner's interest in its business and/or the property, which is the subject of this agreement, Client/Owner must first obtain the written consent of Contractor for the assignment of any interest in this agreement to be effective.
13. Warranty: Contractor will warranty plant material and workmanship for a period of one (1) year from date of installation provided Contractor is also responsible for the ongoing maintenance contract at the project location. If Contractor is not responsible for ongoing maintenance, warranty is thirty (30) days from completion. Contractor will not be responsible for warranty in the event of; Acts of God, Vandalism, water restrictions, termination of ongoing maintenance contract, damage from wildlife etc. Stated warranties are only effective upon customer's payment in full of total contract price, including any change-orders.
14. Design Services: Any design services or revision of designs done by Contractor will remain the property of Contractor. These ideas, designs,



and plans are not to be used, reproduced, altered, or transferred in any matter whatsoever without the express written consent of Contractor.

Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. We cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results.

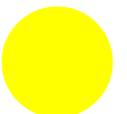
Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by Contractor, within fifteen (30) days after billing, Contractor, shall be entitled to all costs of collection, including reasonable attorney's fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1% per month, or the highest rate permitted by law, will be charged on unpaid balance forty five (45) days after billing.

By \_\_\_\_\_  
**Cristi Cochran**

Date 5/5/2026

By \_\_\_\_\_

Date \_\_\_\_\_  
**Magnolia Park CDD**



# EXHIBIT 9





**Proposal #229710**

**Date: 5/5/2026**

**PO #**

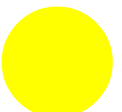
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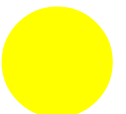
**Property:**

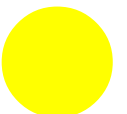
Magnolia Park CDD  
5790 Magnolia Park Blvd.  
Riverview, FL 33578

## 2026 Quarterly Clearing Pond 29 Perimeter

Provide Labor and Equipment to Clear Overgrowth Quarterly Adjacent to Pond 29 Areas Where Unable to Use Mowers, Haul Debris. This Quote Is Per Occurrence









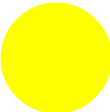
**Default Group**

**Property Improvements**

<b>Items</b>	<b>Quantity</b>	<b>Price</b>
Labor & Equipment	40.00	
<b>Property Improvements:</b>		<b>\$3,024.44</b>
<b>PROJECT TOTAL:</b>		<b>\$3,024.44</b>

**Terms & Conditions**

1. Specifications: The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
  
2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades. The workforce shall always be presentable. All employees shall be competent and qualified, and authorized to work in the U.S.
  
3. License and Permits: Contractor will comply with all license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.



4. Taxes: Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.

5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker’s Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, contractor will furnish insurance with \$1,000,000 limit of liability.

6. Liability: Contractor shall indemnify the Client/Owner and its agents and employees from liabilities which arise out of the Contractor’s work. It is understood and agreed that the Contractor is not liable whatsoever for any damages that are caused by the sole negligence or willful misconduct of the Client/Owner or an indemnified party. Contractor shall not be liable for any damage that occurs from acts of God. Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within thirty (30) days. Any illegal trespass, claims and/or damage resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of Client/Owner.

7. Subcontractors: Contractor reserves the right to hire qualified subcontractors.

8. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders and will become an extra charge over and above the estimate.

9. Access to Jobsite: Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.

10. Invoicing: Client/Owner shall make payment to Contractor within thirty (30) days upon receipt of invoice.

11. Termination: This Work Order may be terminated by the Client/Owner with or without cause, upon seven (7) workdays advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.

12. Assignment: The Client/Owner and the Contractor, respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this Contract. In the event of sale or transfer of Client/Owner’s interest in its business and/or the property, which is the subject of this agreement, Client/Owner must first obtain the written consent of Contractor for the assignment of any interest in this agreement to be effective.

13. Warranty: Contractor will warranty plant material and workmanship for a period of one (1) year from date of installation provided Contractor is also responsible for the ongoing maintenance contract at the project location. If Contractor is not responsible for ongoing maintenance, warranty is thirty (30) days from completion. Contractor will not be responsible for warranty in the event of; Acts of God, Vandalism,

water restrictions, termination of ongoing maintenance contract, damage from wildlife etc. Stated warranties are only effective upon customer’s payment in full of total contract price, including any change-orders.

14. Design Services: Any design services or revision of designs done by Contractor will remain the property of Contractor. These ideas, designs, and plans are not to be used, reproduced, altered, or transferred in any matter whatsoever without the express written consent of Contractor.

Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. We cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results.

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by Contractor, within fifteen (30) days after billing, Contractor, shall be entitled to all costs of collection, including reasonable attorney’s fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1% per month, or the highest rate permitted by law, will be charged on unpaid balance forty five (45) days after billing.

By \_\_\_\_\_  
**Cristi Cochran**

Date 5/5/2026

By \_\_\_\_\_

Date \_\_\_\_\_

**Magnolia Park CDD**

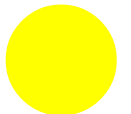
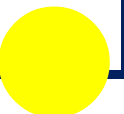


EXHIBIT 10  
*(to be distributed)*

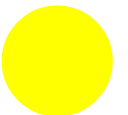


# EXHIBIT 11



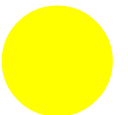
## Magnolia Park CDD Website Field Service Requests

Entry					Message	Resolution
#	Date Created	To:	Name	Address		
169	5/5/2026	Landscape	Griffin	9318 Grand Harvest Ct	The entrance off of Progress Blvd into Magnolia Park East is incredibly unkempt. The medians require mowing, trimming, and weed removal. I have never seen it so tall and abandoned looking. What are my CDD fees going toward if not to maintain the appearance of my neighborhood? Every other entrance is maintained, why is this one being skipped? Please let me know when I can expect this to be fixed. Thanks.	
168	4/29/2026	Assessments/Bo	MacNeil	5339 Fallen Leaf Dr	Please send me proof that there are no HOA pending fees due for this address ASAP	
167	2026-04-06	Field Manager	Alvarez	8859 Turnstone Haven Pl	The rear fence behind Magnolia Park West was removed last year by the CDD. This has caused a major security issue for our neighborhood. We have had trespassers on multiple occasions sneak in from the rear area near our lift station in Magnolia Park West. We don't know if these trespassers are criminals or homeless people are coming to harm somebody in our neighborhood. We didn't have these issues when the fence was there but now that we have no fence and no barrier between our neighborhood and the lot next-door it now poses as a major security issue. We need a fence to be erected once again before someone is victimized by somebody sneaking into the neighborhood.	
166	2026-04-06	Landscape	Alvarez	8859 Turnstone Haven Pl	I live in Magnolia Park West. Last year, the CDD removed offense that we had due to it being their responsibility to maintain that area and do mowing. Unfortunately, no one has come out to mow or maintain that area in close to a year now. Also, due to the removal of the fence we have had trespassers Sneak in through that open area. Something needs to be done about the security situation that the removal of that fence has caused to our neighborhood as well as the fact that no one has come to mow or maintain that back area of Magnolia Park West in a year.	
165	2026-03-08	Aquatics	Mohanty	9121 Grand Line Lane	The pond behind our property is seeing a lot of weed and grass growth. it would be great if that could be controlled by spraying some weed killers.	
164	2026-02-18	Field Manager	Tibbs	6312 Yellow Buckey Dr	The light cover has come off the MP Southwest entrance sign off of Faulkenburg Rd.	Inspected and will be replaced
163	2026-02-08	Landscape	Hamilton	4949 White Sanderling Ct	There is a dead tree along the bank of Pond 29 in Harvest Creek, behind the unit of 4949 White Sanderling Ct. Tree needs removal.	Reported to Landscapers
162	2026-02-08	Aquatics	Hamilton	4949 White Sanderling Ct	Pond 29 in Harvest Creek Townhomes has been significantly overgrown with both dead and live foliage. The pond is in need of clean out.	Reported to Landscapers
161	2026-01-09	Landscape	Anello	9107 MOUNTAIN MAGNOLIA DR	Hello. The back gate at South has not been maintained in months. It looks horrible. It is not hard to notice the lack of upkeep. Can someone reach out to United to do the work? I appreciate it.	Reported to Landscapers
160	2025-12-22	District Manager	Meadows	8516 Bassett Ct	This is my 2nd request- when will the no fishing signs be replaced on the big lake in South off of Falkenburg Rd.? They were washed away over a year ago during the storms. People are still fishing. Saw people loading buckets and driving away this weekend. I stopped and told them no fishing, but they did not speak English. When will the signs be replaced? And check the gate as I hear that it is not even locked, so they walk right in. Would do not good if I called the police as they were driving away. Why does it take so long to get anything done? We are still missing street signs from Ian or is that HOA responsibility?	Ordered to be replaced



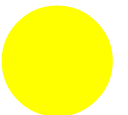
## Magnolia Park CDD Website Field Service Requests

Entry					Message	Resolution
#	Date Created	To:	Name	Address		
159	2025-12-13	Landscape	Bolton	5005 Wabash Pl	There is a sprinkler that is broken outside the gate of Magnolia Park. If you exit the subdivision through the north gate of Magnolia Park Blvd going south to Progress Blvd, right as you enter the circle there is a sprinkler on the right hand side that is broken. I have a picture. I just don't know where to add it.	Reported to Landscapers
157	2025-12-08	Landscape	Kentch	8512 Basset Ct	Hi! The land near the lake, beyond my property has become overgrown with weeds and scrub. The landscaping company says this isn't their responsibility, but it needs to be addressed. Is this something you can assist with??	Reported to Landscapers
156	2025-10-29	Landscape	Wellmaker	4615 somerset hill lane	I am writing to request maintenance and clearing of the conservation area located near my home at 4615 Somerset Hill Ln., Riverview, FL 33578 in Magnolia Park East. Over time, the area has become significantly overgrown with shrubs, trees, and debris, which are now obstructing the lake view from my property. When I purchased my home, I paid a premium for the lake view, which has been an important feature of my property's value and enjoyment. Unfortunately, the current overgrowth has diminished this view substantially. I was advised that the CDD is responsible for the maintenance and upkeep of this area, and I would greatly appreciate having it restored to its original, well-maintained condition as shown in the images attached below. Please let me know when this maintenance can be scheduled, as I would like to see the area cut back and cleaned up in a timely manner. If you need any additional details or would like to meet onsite to review the area, I would be happy to arrange that at your convenience. Thank you very much for your attention to this matter and for your continued work maintaining our community. First image is before when this area was properly maintain an upkeep. Second images is how it currently looks.	ongoing issue
155	2025-10-28	Field Manager	Petit-Frere	6111 Magnolia Park Boulevard, Riverview, FL 33578	I am writing to formally escalate a long-standing and unresolved maintenance issue regarding the neglected pond area and surrounding trees near my residence at 6111 Magnolia Park Blvd, Riverview, FL. Since June 2025, I have contacted Property Services multiple times (including Mr. Heath Beckett and Mr. Michael Bush) regarding this matter. Despite acknowledgment and assurances that the area would be inspected, no corrective action has been taken. The pond remains severely overgrown, and the trees many of which were damaged during the 2024 hurricane still have not been trimmed. This situation has persisted for months and now poses both safety and environmental concerns, including potential wildlife hazards and property damage risk. It also reflects poorly on the overall upkeep and management of the Magnolia Park CDD. At this point, I am requesting immediate intervention from district management to ensure that this issue is resolved promptly. Please confirm receipt of this message and provide a specific date by which the pond maintenance and tree trimming will be completed. I have included my prior correspondence for your reference. Thank you for your immediate attention to this matter. I look forward to your prompt response.  Sincerely, Loris Petit-Frere	



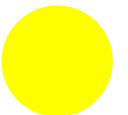
**Magnolia Park CDD Website Field Service Requests**

Entry				Message	Resolution	
#	Date Created	To:	Name	Address		
154	2025-10-28	District Manager	Petit-Frere	6111 Magnolia Park Boulevard, Riverview, FL 33578	<p>I am writing to formally escalate a long-standing and unresolved maintenance issue regarding the neglected pond area and surrounding trees near my residence at 6111 Magnolia Park Blvd, Riverview, FL.</p> <p>Since June 2025, I have contacted Property Services multiple times (including Mr. Heath Beckett and Mr. Michael Bush) regarding this matter. Despite acknowledgment and assurances that the area would be inspected, no corrective action has been taken. The pond remains severely overgrown, and the trees many of which were damaged during the 2024 hurricane still have not been trimmed.</p> <p>This situation has persisted for months and now poses both safety and environmental concerns, including potential wildlife hazards and property damage risk. It also reflects poorly on the overall upkeep and management of the Magnolia Park CDD.</p> <p>At this point, I am requesting immediate intervention from district management to ensure that this issue is resolved promptly. Please confirm receipt of this message and provide a specific date by which the pond maintenance and tree trimming will be completed.</p> <p>I have included my prior correspondence for your reference.</p> <p>Thank you for your immediate attention to this matter. I look forward to your prompt response.</p> <p>Sincerely,                      Loris Petit-Frere                      6111 Magnolia Park Blvd.                      Riverview, FL 33578                      ? 813-505-5486                      ? <a href="mailto:loris.petitfrere@gmail.com">loris.petitfrere@gmail.com</a></p>	



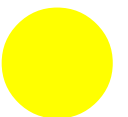
Magnolia Park CDD Website Field Service Requests

Entry					Message	Resolution
#	Date Created	To:	Name	Address		
153	2025-10-27	1 Landscape	Peloquin	9007 Sienna Moss Lane	<p>Previous to this landscaping ticket, I emailed Barry Jeskewich back on September 1, 2025, September 8, 2025, and October 11, 2025. I have not received confirmation or receipt of my email or acknowledgement of the problem I have reported, with respect to the bank erosion of pond # 6 and 7. My property is adjacent to pond # 6.</p> <p>Date: September 1, 2025 Subject: Request for Erosion Mitigation and Retaining Wall Installation – Retention Pond Behind 9007 Sienna Moss Lane</p> <p>Dear Magnolia Park CDD Board Members. I am writing as a homeowner and resident of Magnolia Park East to formally raise concern regarding erosion along the banks of the retention pond located directly behind my property at 9007 Sienna Moss Lane, Riverview, FL 33578 (and my neighbors to the right and left of my property). Since moving into my home (built in 2008), I have observed ongoing erosion of the pond banks. In the recent year, this issue has worsened significantly, with a portion of the bank collapsing in during/just after Hurricanes Helene and Milton. To prevent further damage, I personally placed concrete bags and back-filled soil in an effort to stabilize the area. However, this is not a longterm or sufficient solution, as the erosion continues to progress along several feet.</p> <p>As the CDD is responsible for maintaining the retention ponds and surrounding lands, I believe it is imperative that the District monitor these areas regularly and address erosion issues before they impact adjacent homeowners’ property and structures. At the August 11, 2025, CDD meeting, I raised this concern during the meeting, asking for clarification about a ‘pond bank erosion repair schedule’ mentioned and found on the May 12, 2025, agenda and meeting notes. Clarification was provided that this board agenda item was for a different pond, referenced with a pond ID number that didn’t appear on the CDD maintenance map published on the CDD website, at the time of the meeting. I specifically referenced pond numbers 6 and 7 found in Magnolia Park East, which sit at the southern end of Watson Woods Way, and due south of Sienna Moss Lane. I even referenced my home address, after a gentleman in attendance to the meeting (perhaps either on the Board or a contractor of the Board) stated that he would be out in the area tomorrow (August 12, 2025) and would stop by. I let him know that I work from home and would appreciate him stopping by to observe and assess the banks behind our house. To date, I have not received any follow-up communication.</p> <p>I respectfully request that the CDD:</p> <ol style="list-style-type: none"> <li>1. Conduct a thorough inspection of the pond banks for pond number 6 behind our property and the surrounding areas (pond 7).</li> <li>2. Provide a clear plan and timeline for erosion control measures.</li> <li>3. Install a retaining wall or other appropriate stabilization solution behind my property to prevent further</li> </ol>	



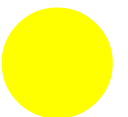
## Magnolia Park CDD Website Field Service Requests

Entry					Message	Resolution
#	Date Created	To:	Name	Address		
152	2025-10-19 2	Landscape	Wellmaker	4615 somerset hill lane	Concerns of conservation area ponds especially the conservation area in Magnolia Park East on the corner of 4615 Somerset Hill Ln. this conservation area has not been maintained in a little over three years now and has grown completely to the sidewalk. It is in desperate need to be cut back, majorly the children including mine are not even able to play or ride the bikes on the sidewalk due to the bushes and weeds, crossing and blocking the sidewalks in our HOA community. please this needs to be cut back ASAP as far as possible. It is a huge eyesore as well, and it sadden myself in the community that this is not being kept up.	
151	2025-09-26 1	Field Manager	Moore	9213 Mountain Magnolia Dr	Good morning, I would like to request lake management and maintenance for the inner pond located behind the residence at 9213 Mountain Magnolia Dr. Over the past three years, this pond has not been maintained, and I've noticed that grass and vegetation are rapidly growing and now beginning to take over nearly half of the water area Could you please advise on the process and timeline for addressing this issue, along with any planned solutions? Thank you for your attention to this matter. I look forward to your response. Best, Shae	Waiting on approval to maintain more of the area
150	2025-09-24 0	Field Manager	Kelly	6411 Foxbury Ridge Ln	Need to know what will be done to this WOODEN AREA located in the back of my home. When I purchased my home in December 2009, there was a POND behind my home. That is one of the reasons I choose to purchase this home. I never would imagine years later my backyard view is a wooden area. What will be done to rectify this problem? There are numerous wildlife in those woods.	On maintenance cycle to have cut back
149	2025-09-18 1	Landscape	Marin	4927 White Sanderling Court	I wanted to address the area behind the West Townhomes. The area separating the townhomes from Asbury is currently in poor condition, with patchy grass and overgrown, disordered bushes that detract from the overall appearance. The bushes are also patchy and make the area untidy in appearance due to the lack of upkeep. I along with my neighbors would be very appreciative of any upkeep or updates you can provide.	Tabled at the last Board meeting



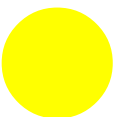
## Magnolia Park CDD Website Field Service Requests

Entry					Message	Resolution
#	Date Created	To:	Name	Address		
148	2025-09-15 1	Landscape	Anello	9107 MOUNTAIN MAGNOLIA DR	<p>There are weeds that are starting to grow into trees, and vines that are taking over the landscaped areas along the entrance of the south gates. I am happy to meet up with someone to show them.</p> <p>At thr Progress gate- its across from the gate code box.</p> <p>The Falkenburg gate- you can see them from the backside of the fence more easily.</p> <p>These have been ignored and now its starting to look like big bushes/trees and they are not supposed to be there</p>	Waiting on approval to maintain more of the area
147	2025-09-12 0	Field Manager	Ciudad Real	6334 yellow buckeye dr	<p>I would like to get my back fence line maintained since it is on the map but hasn't been maintained in years</p>	Bush reached out to landscaping to look at the area
146	2025-09-10 1	Landscape	Foll	5214 Fallen Leaf Drive	<p>Part of our backyard has not being mowed the past three weeks. I believe there is some confusion between United and Yellowbird on who's responsibility this is but this overgrowth is unacceptable. A representative from Yellowbird is arguing with me that it is not their responsibility but it needs to be addressed. Can someone please assist?</p>	Bush reached out to landscaping to look at the area
145	2025-09-10 1	Landscape	Pieslak	4833 white sanderling ct	<p>Grass around pond and entire fence perimeter is over a foot high. I will wait 5 business days before submitting another complaint to the county code enforcement for failure to maintain lawn care.</p>	Waiting on approval to get this done
144	2025-09-10 1	Field Manager	Faville	8941 Turnstone Haven Place	<p>The vegetation growth around the pond behind our house has not been maintained properly. The growth is out of control, No weed whacking has taken place in weeks, and the last time they did weed whack they only did it behind the homes not the complete pond perimeter. If I could send pictures I would but I do not see anywhere on here to do that.</p>	Bush reached out to landscaping to look at the area
143	2025-09-04 1	Aquatics	Upshaw	6321 Magnolia Park Blvd	<p>The rear left corner of pond #9 (Lake Cherrywood) is severely overgrown and the water is completely covered in invasive vegetation. This has been reported several times since June.</p>	Bush reached out to landscaping to look at the area



## Magnolia Park CDD Website Field Service Requests

Entry					Message	Resolution
#	Date Created	To:	Name	Address		
142	2025-08-13 1	Landscape	Stephenson	8417 Loblolly Pine Ct	Last year the hurricanes knocked over a couple trees that are in the CDD property into my yard. The crew came out and trimmed the trees but left the stumps. They told me they would be back soon to grind the stumps since they didn't have the equipment with them. It has almost been a full year and no stumps have been removed. Grass is growing over them and the they cause water to pool on my property when it rains. When will someone be out to take care of this?	Board is waiting to make decisions on replacing all fallen trees from hurricane. (Tree replacement options presented by ULS at April & May 2025 mtgs)
128	2025-05-30 2	Landscape	Cullars	8514 Bassett Ct	Good evening, I have several tree stumps in the backyard outside of my property line that need to be removed. Due to past hurricanes, the trees were damaged and removed. However, the stumps were not. Please advise on removal. Thanks, Lisa	Board is waiting to make decisions on this. (Tree replacement options presented by ULS at April & May 2025 mtgs)

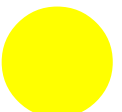


# EXHIBIT 12



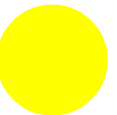
**MAGNOLIA PARK COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2026-2027 PROPOSED BUDGET  
GENERAL FUND, OPERATIONS & MAINTENANCE (O&M)**

	FY 2024 ACTUAL	FY 2025 ACTUAL	FY 2026 ADOPTED	FY 2027 PROPOSED	VARIANCE FY26 - FY27
<b>I. REVENUES</b>					
2 ASSESSMENTS ON-ROLL	\$ 603,634	\$ 601,972	\$ 585,555	\$ 629,617	\$ 44,062
3 FUND BALANCE FORWARD	-	-	-	-	-
4 MISCELLANEOUS REVENUE (HOA Reimbursement)	-	-	3,200	-	(3,200)
<b>5 TOTAL REVENUES</b>	<b>603,634</b>	<b>601,972</b>	<b>588,755</b>	<b>629,617</b>	<b>40,862</b>
<b>II. EXPENDITURES</b>					
<b>8 ADMINISTRATIVE:</b>					
9 BOARD OF SUPERVISORS	7,600	9,000	12,000	12,000	-
10 PAYROLL TAXES	581	693	918	918	-
11 PAYROLL SERVICES	450	550	650	650	-
12 MANAGEMENT CONSULTING SERVICES	36,745	36,745	38,582	38,582	-
13 GENERAL ADMINISTRATIVE	4,326	4,326	4,542	4,542	-
14 MISCELLANEOUS & CONTINGENCY (i.e., Banking fees & Reserve Study)	-	-	2,293	2,293	-
15 ASSESSMENT ADMINISTRATION	6,736	6,736	6,736	6,736	-
16 AUDITING	2,950	3,150	3,500	3,500	-
17 INSURANCE (Liability, Property & Casualty)	10,759	11,365	13,112	13,112	-
18 REGULATORY AND PERMIT FEES	178	175	175	175	-
19 LEGAL ADVERTISEMENTS	792	763	1,000	1,000	-
20 ENGINEERING SERVICES	10,415	28,896	12,000	17,000	5,000
21 LEGAL SERVICES	10,284	14,388	12,000	12,000	-
22 POSTAGE & FREIGHT (MASS MAILING)	30	28	1,500	1,500	-
23 WEBSITE	2,485	4,098	2,600	2,600	-
24 MEETING ROOM	647	2,946	4,428	4,428	-
<b>25 TOTAL ADMINISTRATIVE</b>	<b>94,979</b>	<b>123,860</b>	<b>116,037</b>	<b>121,037</b>	<b>5,000</b>
<b>27 DEBT SERVICE ADMINISTRATION:</b>					
28 TRUSTEE FEES	3,803	4,148	4,149	4,149	-
29 ARBITRAGE	-	-	650	650	-
30 TRUST FUND ACCOUNTING	3,245	3,245	3,245	3,245	-
<b>31 TOTAL DEBT SERVICE ADMINISTRATION</b>	<b>7,048</b>	<b>7,393</b>	<b>8,044</b>	<b>8,044</b>	<b>-</b>
<b>33 FIELD OPERATIONS:</b>					
34 ELECTRICITY GENERAL	2,357	1,712	3,000	3,060	60
35 WATER	-	-	180	389	209
36 STREETLIGHTS	23,444	23,064	23,500	25,850	2,350
37 POND MITIGATION MONITORING & MAINTENANCE	-	-	1,600	1,600	-
38 POND & LAKE MAINTENANCE	45,371	44,096	45,210	47,470	2,260
39 POND & LAKE MAINTENANCE - SPECIAL SERVICES	-	-	14,790	-	(14,790)
40 IRRIGATION MAINTENANCE	36,612	14,292	10,000	40,273	30,273
41 LANDSCAPE MAINTENANCE	193,880	189,513	189,480	189,480	-
42 LANDSCAPE REPLENISHMENT	-	45,151	10,000	10,000	-
43 LANDSCAPE EXTRA PROJECTS	1,429	2,368	12,500	12,500	-
44 TREE TRIMMING	-	2,230	1,715	1,715	-
45 FIELD CONTINGENCY	23,189	53,984	18,000	28,000	10,000
46 RESERVE STUDY	-	-	-	5,500	5,500
47 RENEWAL & REPLACEMENT RESERVE	-	-	134,700	134,700	-
<b>48 TOTAL FIELD OPERATIONS</b>	<b>326,282</b>	<b>376,411</b>	<b>464,675</b>	<b>500,537</b>	<b>35,862</b>
<b>50 TOTAL EXPENDITURES</b>	<b>428,309</b>	<b>507,665</b>	<b>588,755</b>	<b>629,617</b>	<b>40,862</b>
<b>52 EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	<b>175,325</b>	<b>94,306</b>	<b>-</b>	<b>-</b>	<b>-</b>
54 FUND BALANCE - BEGINNING	1,180,398	1,355,723	1,355,723	1,450,029	94,306
55 FUND BALANCE FORWARD	-	-	-	-	-
56 NET CHANGE IN FUND BALANCE	175,325	94,306	-	-	-
<b>57 FUND BALANCE - ENDING</b>	<b>\$ 1,355,723</b>	<b>\$ 1,450,029</b>	<b>\$ 1,355,723</b>	<b>\$ 1,450,029</b>	<b>\$ 94,306</b>



**MAGNOLIA PARK COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2026-2027 PROPOSED BUDGET**  
**CONTRACT SUMMARY**

FINANCIAL STATEMENT/EXPENDITURE CATEGORY	VENDOR	ANNUAL AMOUNT	COMMENTS (SCOPE OF SERVICE)
<b>ADMINISTRATIVE:</b>			
BOARD OF SUPERVISORS	SUPERVISORS	12,000	Estimated 5 Supervisors to be in attendance for 12 meetings. Chapter 190 of the Florida Statute allows for \$200 per meeting. Board is currently at 3 members, FY25 actuals were only \$9,000 as well
PAYROLL TAXES	FICA & FUTA	918	Payroll taxes 7.65% of payroll
PAYROLL SERVICES	INNOVATIVE	650	\$50 PER CDD MEETING + \$50 FOR W-2
MANAGEMENT CONSULTING SERVICES	Vesta	38,582	The District receives management and accounting services as part of the contract with the District
GENERAL ADMINISTRATIVE - OFFICE	Vesta	4,542	The District receives administrative services as part of the agreement COL increase over FY25 (\$4,326)
MISCELLANEOUS		2,293	Administrative contingency - Went unused in FY25 actuals and YTD
ASSESSMENT ADMINISTRATION	Vesta	6,736	Fee associated with the compilation and distribution of the master assessment roll to the County
AUDITING	DIBARTOLOMEO	3,500	State law requires the District to undertake an annual independent audit. - FY25 actuals were \$3,691. Unsure about new contract, this was missing from the folder
INSURANCE (LIABILITY, PROPERTY & CASUALTY)	EGIS INSURANCE	13,112	Annual, inclusive of Amenity Center for general liability, property and officer and director insurance. Confirmed with insurance agent. Figure sent by Charisse this month was \$12,507
REGULATORY AND PERMIT FEES		175	The District is required to pay an annual fee of \$175 to the Department of Economic Opportunity
LEGAL ADVERTISEMENTS	TAMPA BAY TIMES	1,000	Estimated for 12 meeting notices and 3 public hearings
ENGINEERING SERVICES	Stantec	17,000	Provides general engineering services to District, i.e. attendance & preparation for monthly board meetings and other specifically requested assignments Increase based on fy26 actuals
LEGAL SERVICES	KUTAK ROCK	12,000	Provides general legal services, review of contracts, agreements and other research assigned and directed by the Board and District Manager. Went from 19k to 12k between FY25 and FY26, total for FY25 actuals was \$9,421
POSTAGE & FREIGHT		1,500	Mass-mailing of notices to residents.
WEBSITE	CAMPUS SUITE	2,600	ADA compliant website to be furnished by Campus Suite.
MEETING ROOM	Hilton Garden Inn Riverview	4,428	\$369 per meeting x 12
<b>TOTAL ADMINISTRATIVE</b>		<b>121,037</b>	
<b>DEBT SERVICE ADMINISTRATION:</b>			
TRUSTEE FEES	US BANK	4,149	Confirmed amount with Trustee to maintain the District's bond funds that are on deposit for the issued bond series
ARBITRAGE	GNP	650	The District is required to calculate interest earned from bond proceeds each year pursuant to the Internal Revenue Code.
TRUST FUND ACCOUNTING	Vesta	3,245	Reconcile trust accounts on a monthly basis for issued bonds and respond to associated compliance requirements;
<b>TOTAL DEBT SERVICE ADMINISTRATION</b>		<b>8,044</b>	
<b>FIELD OPERATIONS:</b>			
ELECTRICITY GENERAL	TECO: TAMPA ELECTRIC	3,060	FY25 actuals \$1,712, YTD \$929 (30.95%) - Shirley email 3/26 says that TECO increases will be from 2-10% based on usage, Magnolia Park usage seems on the lower side so +2% increase to \$3000 = \$3,060
WATER	HILLSBOROUGH COUNTY	389	For 5790 Magnolia Park Boulevard approximately \$15 per month. Water meter at lift station. 3/26 Shirley email says 5% increase approved for Hillsborough - \$180 + 5% = 189 plus actuals for fy26 ytd
STREETLIGHTS	TECO: TAMPA ELECTRIC	25,850	Total of 32 streetlights. Usage was high last FY so 10% increase to proposed \$23,500 = \$25,850
WETLAND MITIGATION AND MONITORING	STEADFAST	1,600	Unused in FY25 actuals or YTD
POND AND LAKE MAINTENANCE	STEADFAST	47,470	Per updated Steadfast proposal +5% for COL
POND AND LAKE MAINTENANCE - SPECIAL SVCS		-	Removal of invasive species on pond 19. This work will be done in phases over fiscal years. - unsure when this note was added, fund has gone unused in FY25 actuals and FY26 YTD. - Removed and reallocated \$10k to Field Contingency
IRRIGATION MAINTENANCE	United Land Services	40,273	Actuals in '24 were \$36,612 - Not billed since - resuming billing with .3% added for COI since
LANDSCAPE MAINTENANCE	United Land Services	189,480	
LANDSCAPE REPLENISHMENT	United Land Services	10,000	Additional Replenishment as Needed and not incorporated into extra landscape projects; ran at \$45,151 in FY25 actuals (451%), and currently at \$8,157 (81%) for YTD, might need to increase?
LANDSCAPE EXTRA PROJECTS	United Land Services	12,500	As needed
TREE TRIMMING	United Land Services	1,715	As Needed (outside of contract)
FIELD CONTINGENCY	VARIOUS	28,000	As needed - Increased from fy26 by reallocating \$10k from Pond and Lake Maintenance Special Svcs
RESERVE STUDY		5,500	Reserve Study for the community
RESERVES FOR RENEWAL & REPLACEMENT	NOT APPLICABLE	134,700	Based on Study is \$136,321. Reimburse HOA for well reserves \$10,345
<b>TOTAL FIELD OPERATIONS</b>		<b>500,537</b>	



**MAGNOLIA PARK COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2026-2027 PROPOSED BUDGET  
ASSESSMENT ALLOCATION**

ADMIN BUDGET	
NET O&M ADMIN BUDGET	\$121,036.51
COUNTY COLLECTION COSTS	\$2,575.24
EARLY PAYMENT DISCOUNT	\$5,150.49
<b>GROSS ASSESSMENT</b>	<b>\$128,762.24</b>

FIELD BUDGET	
NET O&M FIELD BUDGET	\$500,537.44
COUNTY COLLECTION COSTS	\$10,649.73
EARLY PAYMENT DISCOUNT	\$21,299.47
<b>GROSS ASSESSMENT</b>	<b>\$532,486.64</b>

DEBT SERVICE ADMIN	
NET DS ADMIN BUDGET	\$8,043.50
COUNTY COLLECTION COSTS	\$171.14
EARLY PAYMENT DISCOUNT	\$342.28
<b>GROSS ASSESSMENT</b>	<b>\$8,556.91</b>

UNIT TYPE	UNITS ASSESSED		ALLOCATION OF ADMIN O&M ASSESSMENT					ALLOCATION OF FIELD O&M ASSESSMENT					ALLOCATION OF DEBT SERVICE ADMIN				
	O&M	SERIES 2021 DEBT SERVICE <sup>(1)</sup>	ERU FACTOR	TOTAL ERU's	% TOTAL ERU's	TOTAL ADMIN O&M	ADMIN O&M PER LOT	ERU FACTOR	TOTAL ERU's	% TOTAL ERU's	TOTAL FIELD O&M	FIELD O&M PER LOT	ERU FACTOR	TOTAL ERU's	% TOTAL ERU's	TOTAL DS ADMIN	DS ADMIN PER LOT
APARTMENTS	292		1.00	292.00	17.89%	\$23,038.34	\$78.90	0.250	73.00	4.87%	\$25,928.04	\$88.79					
QUADS	198		1.00	198.00	12.13%	\$15,621.89	\$78.90	0.750	148.50	9.91%	\$52,744.03	\$266.38					
TOWNHOME	286		1.00	286.00	17.52%	\$22,564.95	\$78.90	0.875	250.25	16.69%	\$88,883.45	\$310.78					
SINGLE FAMILY 32'	49		1.00	49.00	3.00%	\$3,866.02	\$78.90	1.000	49.00	3.27%	\$17,403.75	\$355.18					
SINGLE FAMILY 40'	396		1.00	396.00	24.26%	\$31,243.78	\$78.90	1.188	470.45	31.38%	\$167,093.07	\$421.95					
SINGLE FAMILY 50'	240		1.00	240.00	14.71%	\$18,935.62	\$78.90	1.375	330.00	22.01%	\$117,208.95	\$488.37					
QUADS W/ BOND	14	14	1.00	14.00	0.86%	\$1,104.58	\$78.90	0.750	10.50	0.70%	\$3,729.38	\$266.38	1.00	14.0	8.19%	\$700.57	\$50.04
TOWNHOME W/ BOND	54	54	1.00	54.00	3.31%	\$4,260.52	\$78.90	0.875	47.25	3.15%	\$16,782.19	\$310.78	1.00	54.0	31.58%	\$2,702.18	\$50.04
SINGLE FAMILY 32' W/ BOND	47	47	1.00	47.00	2.88%	\$3,708.23	\$78.90	1.000	47.00	3.13%	\$16,693.40	\$355.18	1.00	47.0	27.49%	\$2,351.90	\$50.04
SINGLE FAMILY 40' W/ BOND	20	20	1.00	20.00	1.23%	\$1,577.97	\$78.90	1.188	23.76	1.58%	\$8,439.04	\$421.95	1.00	20.0	11.70%	\$1,000.81	\$50.04
SINGLE FAMILY 50' W/ BOND	36	36	1.00	36.00	2.21%	\$2,840.34	\$78.90	1.375	49.50	3.30%	\$17,581.34	\$488.37	1.00	36.0	21.05%	\$1,801.46	\$50.04
	<b>1632</b>	<b>171</b>		<b>1632.00</b>	<b>100.00%</b>	<b>\$128,762.24</b>			<b>1499.21</b>	<b>100.00%</b>	<b>\$532,486.64</b>			<b>171.0</b>	<b>100.00%</b>	<b>\$8,556.91</b>	

UNIT TYPE	PER UNIT ANNUAL ASSESSMENT <sup>(2)</sup>			FY 2026 PER UNIT	VARIANCE PER UNIT
	TOTAL O&M PER LOT	SERIES 2020 DEBT SERVICE	FY 2027 PER UNIT <sup>(3)</sup>		
APARTMENTS	\$167.69		\$167.69	\$157.50	\$10.19
QUADS	\$345.28		\$345.28	\$321.23	\$24.05
TOWNHOME	\$389.68		\$389.68	\$362.17	\$27.51
SINGLE FAMILY 32'	\$434.08		\$434.08	\$403.10	\$30.98
SINGLE FAMILY 40'	\$500.85		\$500.85	\$464.66	\$36.19
SINGLE FAMILY 50'	\$567.27		\$567.27	\$525.90	\$41.37
QUADS W/ BOND	\$395.32	\$463.62	\$858.94	\$834.89	\$24.05
TOWNHOME W/ BOND	\$439.72	\$543.98	\$983.70	\$956.18	\$27.51
SINGLE FAMILY 32' W/ BOND	\$484.12	\$618.15	\$1,102.27	\$1,071.29	\$30.98
SINGLE FAMILY 40' W/ BOND	\$550.89	\$735.60	\$1,286.49	\$1,250.31	\$36.19
SINGLE FAMILY 50' W/ BOND	\$617.31	\$853.05	\$1,470.36	\$1,428.99	\$41.37

<sup>(1)</sup> Reflects the total number of lots with Series 2020 debt outstanding.

<sup>(2)</sup> Annual debt service assessments per unit adopted in connection with the Series 2020 bond issuance. Annual Debt Service Assessments includes principal, interest, Pasco County collection costs and early payment discounts.

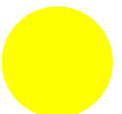
<sup>(3)</sup> Annual assessments that will appear on the November, 2026 County property tax bill. Amount shown includes all applicable county collection costs (2%) and early payment discounts (up to 4% if paid early).

**MAGNOLIA PARK COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2026-2027 PROPOSED BUDGET  
DEBT SERVICE REQUIREMENTS**

<b>Chart of Accounts</b>	<b>Series 2020</b>
<b>REVENUES</b>	
NET SPECIAL ASSESSMENTS <sup>(1)</sup>	\$ 103,720
<b>TOTAL REVENUES</b>	<b>103,720</b>
<b>EXPENDITURES</b>	
DEBT SERVICE REQUIREMENT	
5/1/2027	
INTEREST	20,500
PRINCIPAL	64,000
11/1/2027	
INTEREST	19,220
<b>TOTAL EXPENDITURES</b>	<b>103,720</b>
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>\$ -</b>

Net Debt Service Assessments	103,720
County Collection Costs (2%) and Early Payment Discounts (4%)	\$ 6,620
<b>Gross Debt Service Assessments</b>	<b>\$ 110,340</b>

<sup>(1)</sup> Maximum Annual Debt Service (MADS) less any prepaid assessments received.



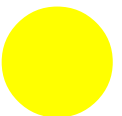
**MAGNOLIA PARK COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2026-2027 PROPOSED BUDGET  
\$1,360,000 SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2020**

<b>Period Ending</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Annual Debt Service</b>	<b>Bonds Outstanding</b>
10/15/2020		2.500%				1,360,000
5/1/2021	50,000	2.500%	27,372	77,372		1,310,000
11/1/2021		2.500%	24,513	24,513	101,884	1,310,000
5/1/2022	55,000	2.500%	24,513	79,513		1,255,000
11/1/2022		2.500%	23,825	23,825	103,338	1,255,000
5/1/2023	55,000	2.500%	23,825	78,825		1,200,000
11/1/2023		2.500%	23,138	23,138	101,963	1,200,000
5/1/2024	58,000	2.500%	23,138	81,138		1,142,000
11/1/2024		2.500%	22,413	22,413	103,550	1,142,000
5/1/2025	57,000	2.500%	22,413	79,413		1,085,000
11/1/2025		2.500%	21,700	21,700	101,113	1,085,000
5/1/2026	60,000	4.000%	21,700	81,700		1,025,000
11/1/2026		4.000%	20,500	20,500	102,200	1,025,000
5/1/2027	64,000	4.000%	20,500	84,500		961,000
11/1/2027		4.000%	19,220	19,220	103,720	961,000
5/1/2028	63,000	4.000%	19,220	82,220		898,000
11/1/2028		4.000%	17,960	17,960	100,180	898,000
5/1/2029	67,000	4.000%	17,960	84,960		831,000
11/1/2029		4.000%	16,620	16,620	101,580	831,000
5/1/2030	70,000	4.000%	16,620	86,620		761,000
11/1/2030		4.000%	15,220	15,220	101,840	761,000
5/1/2031	73,000	4.000%	15,220	88,220		688,000
11/1/2031		4.000%	13,760	13,760	101,980	688,000
5/1/2032	77,000	4.000%	13,760	90,760		611,000
11/1/2032		4.000%	12,220	12,220	102,980	611,000
5/1/2033	80,000	4.000%	12,220	92,220		531,000
11/1/2033		4.000%	10,620	10,620	102,840	531,000
5/1/2034	83,000	4.000%	10,620	93,620		448,000
11/1/2034		4.000%	8,960	8,960	102,580	448,000
5/1/2035	85,000	4.000%	8,960	93,960		363,000
11/1/2035		4.000%	7,260	7,260	101,220	363,000
5/1/2036	88,000	4.000%	7,260	95,260		275,000
11/1/2036		4.000%	5,500	5,500	100,760	275,000
5/1/2037	91,000	4.000%	5,500	96,500		184,000
11/1/2037		4.000%	3,680	3,680	100,180	184,000
5/1/2038	89,000	4.000%	3,680	92,680		95,000
11/1/2038		4.000%	1,900	1,900	94,580	95,000
5/1/2039	95,000	4.000%	1,900	96,900		-
11/1/2039			-	-	96,900	
<b>Total</b>	<b>1,360,000</b>		<b>565,387</b>	<b>1,925,387</b>	<b>1,925,387</b>	

Max annual ds: \$103,720.00

**Footnote:**

(a) Data herein for the CDD's budgetary process purposes only. To maximize savings from the refinancing transaction, the Refunding Bonds were issued in \$1000 denominations, instead of \$5000.



# EXHIBIT 13



**RESOLUTION 2026-03**  
**[FY 2027 BUDGET APPROVAL RESOLUTION]**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MAGNOLIA PARK COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FY 2027; SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION; ADDRESSING TRANSMITTAL AND POSTING REQUIREMENTS; ADDRESSING SEVERABILITY AND EFFECTIVE DATE.**

**WHEREAS**, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 (“**FY 2027**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Magnolia Park Community Development District (“**District**”) prior to June 15, 2026, the proposed budget(s) attached hereto as **Exhibit A (“Proposed Budget”)**; and

**WHEREAS**, the Board now desires to set the required public hearing on the Proposed Budget.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget attached hereto as **Exhibit A** is hereby approved preliminarily.

**SETTING A PUBLIC HEARING; DIRECTING PUBLICATION.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, time, and location, and District staff is directed to provide notice of the same in accordance with Florida law:

DATE: August 10, 2026  
TIME: 5:30 p.m.  
LOCATION: Hilton Garden Inn  
4328 Garden Vista Dr., Riverview, FL 33578

3. **TRANSMITTAL TO LOCAL GENERAL PURPOSE GOVERNMENT; POSTING OF PROPOSED BUDGET.** The District Manager is hereby directed to (i) submit a copy of the Proposed Budget to the applicable local general-purpose government(s) at least 60 days prior to its adoption, and (ii) post the approved Proposed Budget on the District’s website in accordance with Chapter 189, Florida Statutes.

4. **SEVERABILITY; EFFECTIVE DATE.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof. This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 11TH DAY OF MAY 2026.**

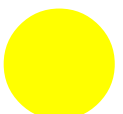
ATTEST:

**MAGNOLIA PARK COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Proposed Budget



# EXHIBIT 14

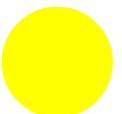


**RULES OF PROCEDURE  
MAGNOLIA PARK COMMUNITY DEVELOPMENT DISTRICT  
RULE NO. \_\_\_\_\_**

**EFFECTIVE AS OF \_\_\_\_\_, 2026**

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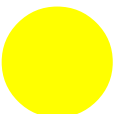


**Rule 1.0      General.**

- (1) The Magnolia Park 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.

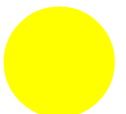
**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

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



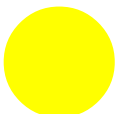
**Rule 1.1 Board of Supervisors; Officers and Voting.**

- (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

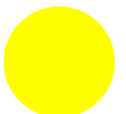


meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("**District Manager**") or District Counsel, in whole or in part.

- (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.

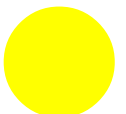
If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member 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.**

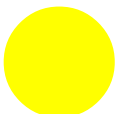
- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local 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."

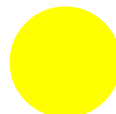
- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”

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.

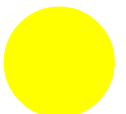
The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

- 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

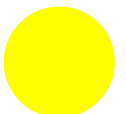


## Adjournment

- (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

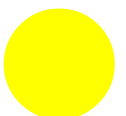


the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion 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.

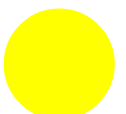
**Law Implemented:** §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.



**Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse**

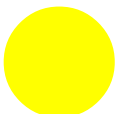
- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
  - (a) Prevent and detect “**fraud**,” “**waste**” and “**abuse**” as those terms are defined in section 11.45(1),
  - (b) Florida Statutes; and
  - (c) Promote and encourage compliance with applicable 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.**

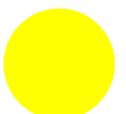
- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules, in accordance with the requirements of Section 190.011(5) of the Florida Statutes, and Chapter 120 of the Florida Statutes, including but not limited 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.



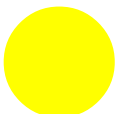
- (a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of a proposed rule (“**Notice of Rule Development**”) setting forth the following:
  - (i) the subject area to be addressed by rule development;
  - (ii) A short, plain explanation of the 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.

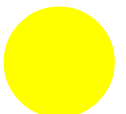
- (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall provide notice of its intended action (the “**Notice of Rulemaking**”) setting forth the following:
  - (i) A short, plain explanation of the purpose and effect of the proposed rule;
  - (ii) 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:

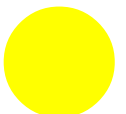
1. Supported by the record of the public hearing held on the proposed rule;
2. In response to written materials submitted to the District; or
3. In response to an objection with the proposed rule by the District Board.

(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.

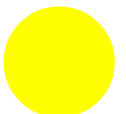
(8) Rule Development Workshops.



- (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.

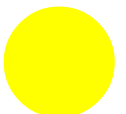
2. If the District decides to not initiate rulemaking or otherwise comply with the requested action, the District shall publish a statement of its reasons for not initiating rulemaking or otherwise complying with the requested action and of any changes it will make in the scope or application of the 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

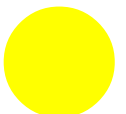


scheduled public hearing. The Notice of Public Hearing shall include the following information:

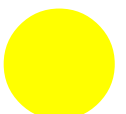
- (i) The date, time, and location of the public hearing; and
- (ii) The name, address, and telephone number of the District contact person who can provide information about the public hearing.

(11) Emergency Rule Adoption.

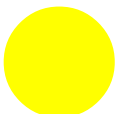
- (a) The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action or if the Legislature authorizes the District to adopt emergency rules. The District may use any procedure which is fair under the circumstances 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.

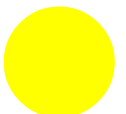


- (13) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record (“**Rulemaking Record**”) which shall be on file with the District at least twenty-one (21) days prior to the proposed adoption date of the rule. The Rulemaking Record shall include, as 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

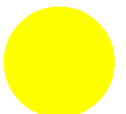


of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a proposed or existing rule is substantially affected by it. A person who is not substantially affected by the proposed rule as initially noticed, but who is substantially affected by the rule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



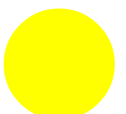
- (f) Within thirty (30) days after the hearing, or fourteen (14) days of the challenge relate to an emergency rule, the hearing officer shall render a decision and state the reasons therefor in writing. The hearing officer's order shall be considered final agency action. The hearing officer may declare 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) Variations and Waivers. A “**variance**” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “**waiver**” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variations and waivers from District rules may be granted subject to the following:
- (a) Variations and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, “**substantial hardship**” means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, “**principles of fairness**” are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
- (b) A person who is subject to regulation by a District rule may file a petition with the District, requesting a variance or waiver from the District's rule. Each petition shall specify:
- (i) The rule from which a variance or waiver is requested;
- (ii) The type of action requested;
- (iii) The specific facts that would justify a waiver or variance for the petitioner; and
- (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.



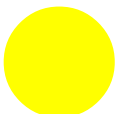
- (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by rule of the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

(16) Review of Adopted Rules.

- (a) By January 1, 2026, District staff shall prepare a report that summarizes the District's existing rules anticipated to be reviewed during the current fiscal year, if any, and the recommended action on each rule (the "**Existing Rule Review Report**"). The Existing Rule Review Report shall be presented to the District's Board at a noticed Board meeting as soon as practicable after preparation by District staff. District staff shall continue to annually prepare an updated Existing Rule Review Report by January 1 of each year until all District rules have been reviewed. The District is not bound to review its existing rules in accordance with the schedule set forth in an Existing Rule Review Report, but is required to complete the review of at least twenty (20%) percent of its existing rules per year until all existing rules have been reviewed in accordance with this Section. In any event, all existing rules of the District shall be reviewed by July 1, 2030.
- (b) Any new rule adopted after July 1, 2025, must be reviewed in the fifth year following adoption. Such review must be completed before the day that marks the sixth year since the adoption of the rule.
- (c) In conducting its rule review process, the District shall determine whether each rule:
  - (i) Is a valid exercise of delegated legislative authority;
  - (ii) Has current statutory authority;
  - (iii) Reiterates or paraphrases statutory material;
  - (iv) Is in proper form;



- (v) Is consistent with expressed legislative intent pertaining to the specific provisions of law which the rule implements;
  - (vi) Requires a technical or substantive update to reflect current use; and
  - (vii) Requires updated references to statutory citations and incorporated materials.
- (d) By April 1 of each year in which a rule review is being undertaken, the District shall adopt a resolution evidencing the completion of rule review and authorizing one of the following actions relative to its rule review (the “**Rule Review Resolution**”):
- (i) If the District determines that no change is necessary, the District Rule Review Resolution shall include the following information:
    - 1. A copy of the reviewed rule;
    - 2. A written statement of its intended action; and
    - 3. Its assessment of factors specified in Section 16(c) of this Rule.
  - (ii) If the District determines that one or more technical changes are necessary, the District Rule Review Resolution shall include the following information:
    - 1. A copy of the reviewed rule and the recommended technical change or changes coded by underlining new text and striking through deleted text;
    - 2. A written statement of its intended action;
    - 3. Its assessment of the factors specified in Section 16(c) of this Rule; and
    - 4. The facts and circumstances justifying the technical change or changes to the reviewed rule.
  - (iii) If the District determines that the rule requires a substantive change, the District shall promptly initiate rulemaking in accordance with this Rule to make all changes, including any technical changes, and the District Rule Review Resolution shall include the following information:



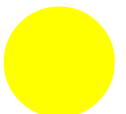
1. A copy of the reviewed rule;
  2. The recommended change or changes coded by underlining new text and striking through deleted text;
  3. A written statement of its intended action; and
  4. Its assessment of factors specified in Section 16(c) of this Rule.
- (iv) If the District determines that the rule should be repealed, the District shall promptly initiate the repeal the rule in accordance with this Rule, and the District Rule Review Resolution shall include the following information:
1. A written statement of its intended action; and
  2. Its assessment of factors specified in subsection 16(c) of this Rule.

(e) The rule review is completed upon the District’s adoption of the Rule Review Resolution and, if there is a substantive change or repeal of a rule approved the Board, the timely commencement of the rulemaking or rule repeal process set forth in this Rule. Promptly after completion of the rule review, the District shall publish a notice of the completed rule review (“**Notice of Completed Rule Review**”) in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Completed Rule Review shall identify the action taken by the District with respect to the reviewed rule.

(17) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings.

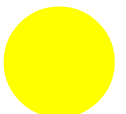
**Specific Authority:** §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

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

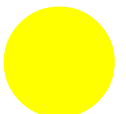


**Rule 3.0 Competitive Purchase.**

- (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.

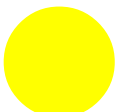


- (e) **“Design-Build Firm”** means a partnership, corporation or other legal entity that:
  - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying 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



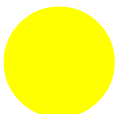
the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (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.

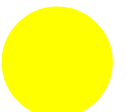
- (p) **“Responsive and Responsible Bidder”** means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good 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.

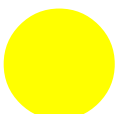


**Rule 3.1 Procedure Under the Consultants’ Competitive Negotiations Act.**

- (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.

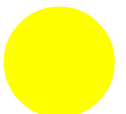
- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature 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.

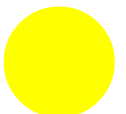
- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation 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.

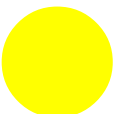
- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (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.

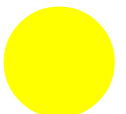
**Law Implemented:** §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.



### 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;



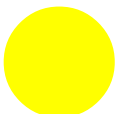
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in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

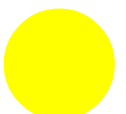
- (b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
  - (i) Ability of personnel;
  - (ii) Experience;
  - (iii) Ability to furnish the required services; and
  - (iv) Such other factors as may be determined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



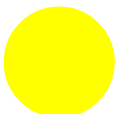
- (5) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide 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.

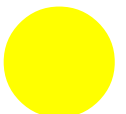
- (7) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, 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

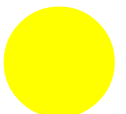


premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (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.

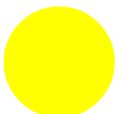
**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** § 112.08, Fla. Stat.



### **Rule 3.4 Pre-qualification**

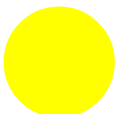
- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, 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.

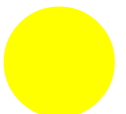
- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create 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.

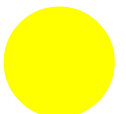
(2) Suspension, Revocation, or Denial of Qualification

- (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



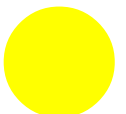
record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

- (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:

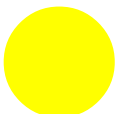
- (i) Impacts on project schedule, cost, or quality of work;
- (ii) Unsafe conditions allowed to exist;
- (iii) Complaints from the public;
- (iv) Delay or interference with the bidding process;
- (v) The potential for repetition;
- (vi) Integrity of the public contracting process;
- (vii) Effect on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

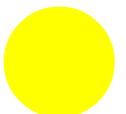


- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and 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.

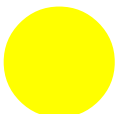
Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (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



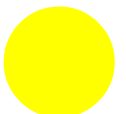
Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing 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.

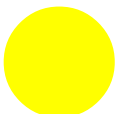
- (1) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post 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.

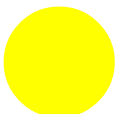
**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

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



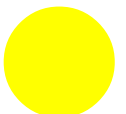
**Rule 3.6 Construction Contracts, Design-Build.**

- (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.

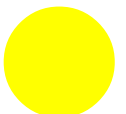
Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing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

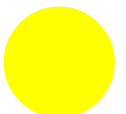
Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

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.

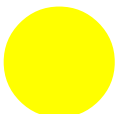
8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most 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.

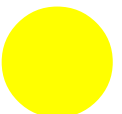


**Rule 3.7 Payment and Performance Bonds.**

- (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.

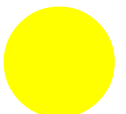
**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**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;

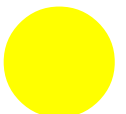


- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request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

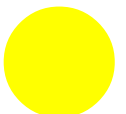
- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation 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

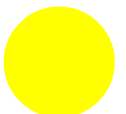


may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

- (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.

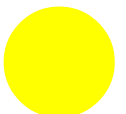
**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

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



**Rule 3.9 Maintenance Services.**

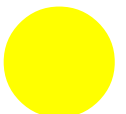
- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services 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.

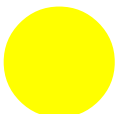
- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation 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



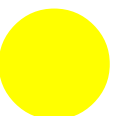
entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (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.**

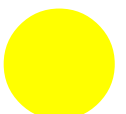


**Rule 3.10 Contractual Services.**

- (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.

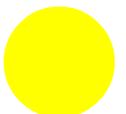


**Rule 3.11     Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.**

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.

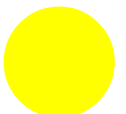
(1)     Filing.

- (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;

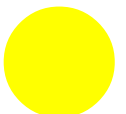


- (d) Enter orders; and
- (e) Make or receive offers of settlement, stipulation, and adjustment.

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.

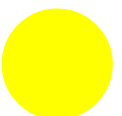


**Rule 4.0      Effective Date.**

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 15



**RESOLUTION 2026-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MAGNOLIA PARK COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES OF PROCEDURE; AND PROVIDING AN EFFECTIVE DATE**

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

**WHEREAS**, the Board of Supervisors of the District (the “Board”) is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*.

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

**SECTION 1.** A Public Hearing will be held to adopt Rules of Procedure on \_\_\_\_\_, 2026, at 5:30 p.m., at the Hilton Garden Inn, 4328 Garden Vista Drive, Riverview, Florida 33578.

**SECTION 2.** The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

**SECTION 3.** This Resolution shall become effective immediately upon its adoption.

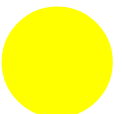
**PASSED AND ADOPTED** this 11th day of May 2026.

ATTEST:

**MAGNOLIA PARK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors



# EXHIBIT 16





Craig Latimer  
Supervisor of Elections

Our Vision: To be the best place in America to vote

GOVERNOR'S STERLING  
AWARD RECIPIENT

April 20, 2026

To whom it may concern,

As per F.S. 190.006, you'll find the number of qualified registered electors for your Community Development District as of April 15, 2026, listed below.

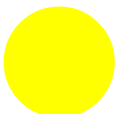
Community Development District	Number of Registered Electors
Magnolia Park CDD	2595

We ask that you respond to our office with a current list of CDD office holders by **June 1<sup>st</sup>** and that you update us throughout the year if there are changes. This will enable us to provide accurate information to potential candidates during filing and qualifying periods.

Please note it is the responsibility of each district to keep our office updated with current district information. If you have any questions, please do not hesitate to contact me at (813) 367-8829 or [pthomas@votehillsborough.gov](mailto:pthomas@votehillsborough.gov).

Respectfully,

Patricia "Patti" Thomas  
Administrative Assistant/Candidate Services



# EXHIBIT 17



1 **MINUTES OF MEETING**  
2 **MAGNOLIA PARK**  
3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting of the Board of Supervisors of the Magnolia Park Community  
5 Development District was held on April 20, 2026 at 5:48 p.m. at Hilton Garden Inn Tampa  
6 Riverview Brandon, 4328 Garden Vista Drive, Riverview, Florida 33578. The actions taken are  
7 summarized as follows:

8 **FIRST ORDER OF BUSINESS: Roll Call**

9 Mr. Jeskewich called the meeting to order and conducted roll call.

10 Present and constituting a quorum were:

11 David Turner (S1)	Board Supervisor, Chair
12 Jean Williams (S2)	Board Supervisor, Assistant Secretary
13 Robert Shannon (S4)	Board Supervisor, Vice Chair

14 Also present were:

15 Barry Jeskewich	District Manager, Vesta District Services
16 Michael Bush	Field Manager, Vesta District Services
17 Tucker Mackie	District Counsel, Kutak Rock ( <i>virtually</i> )
18 Greg Woodcock	District Engineer, Stantec ( <i>virtually</i> )
19 Cristi Cochran	United Land Services ( <i>virtually</i> )
20 Alex Kurth	Premier Lakes ( <i>virtually</i> )

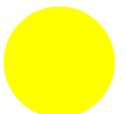
21  
22 **SECOND ORDER OF BUSINESS: Staff Reports 1**

23 A. District Engineer Report – *Greg Woodcock, Stantec*

24 1. Exhibit 1: Presentation of Wetland U Environmental Review

25 Mr. Woodcock gave an overview of the report, noting that a recent  
26 walkthrough had resulted in some modifications to the plans being needed.  
27 Mr. Woodcock noted that the first few hundred feet of the project had some  
28 existing rip rap with good thickness, and a mitered end section towards the  
29 east side was heavily wooded and did not show significant erosion, and  
30 removing these sections from the plans could reduce overall rip rap  
31 installation costs. Mr. Woodcock additionally noted that the water line had  
32 been low when the survey had been conducted, and so the width of the plans  
33 could be reduced, saving additional rip rap costs. Mr. Woodcock noted a  
34 request that had been submitted to the EPC for a field meeting to identify  
35 areas for them that may not need rip rap, as well as a request for meeting  
36 with SWFWMD to review and reevaluate the wetland line location, adding  
37 that he hoped to have 100% complete plans to present to the Board by the  
38 May meeting.

39 **THIRD ORDER OF BUSINESS: Audience Comments – Agenda Items (*Limited***  
40 ***to 3 Minutes per Individual*)**



41 An audience member commented on the plans provided by the District Engineer. An  
42 additional audience member asked about whether a staging area would be needed for the  
43 rip rap project materials. The Board noted that the finalized plan would be presented at the  
44 next meeting.

45 **FOURTH ORDER OF BUSINESS: Business Matters**

46 A. Vendor Reports

47 1. Exhibit 2: Review of Magnolia Park CDD Website Maintenance Request  
48 Log Through 04/13

49 2. Exhibit 3: Aquatic Maintenance Services Report – *Premier Lakes*

50 Mr. Kurth presented the report. Ms. Williams expressed concerns with Pond  
51 34 overgrowth, and Mr. Kurth stated that his technician would take a look  
52 and treat it during the weekend site visit.

53 3. Exhibit 4: Landscape Maintenance– *Cristi Cochran, United Land*  
54 *Services*

55 Ms. Cochran presented the report, noting that weekly maintenance had  
56 resumed at the beginning of April, and that turf fertilization with weed  
57 control was scheduled for April 28. In response to a Supervisor comment  
58 about the dry weather, Ms. Cochran clarified that the fertilization would be  
59 a liquid application, and only applied to irrigated areas. Additional  
60 comments were heard regarding discrepancies between the maintenance  
61 map on the website and on the presented report, with Ms. Williams  
62 requesting for the website to be brought up-to-date.

63 a. Consideration of United Land Services Proposals (if any):

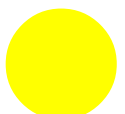
64 4. Exhibit 5: Field Operations Report – *Michael Bush, Vesta District*  
65 *Services*

66 Mr. Bush presented the Field Operations Report. Positive comments were  
67 heard from the Board regarding the photography quality.

68 B. Exhibit 6: Presentation of Preliminary Proposed FY 2026-2027 Budget

69 Mr. Jeskewich presented the preliminary proposed budget to the Board, outlining  
70 the process of approving the budget in a high water mark form at the May meeting,  
71 submitting to the County, then adopting the budget at a public hearing in July or  
72 August. The Board requested for copies of the most recent reserve study to  
73 reference for anticipated infrastructure maintenance and repair needs, and  
74 discussion ensued regarding a possible landscaping project along Falkenburg which  
75 Mr. Bush stated he could acquire replacement pricing for. Mr. Jeskewich noted that  
76 while assessments were flat from the previous year, the Board could opt to replenish  
77 the reserve fund to take care of community projects. Board questions were raised  
78 regarding the reserve study and for clarification on the apartments listed on the  
79 assessments sheet.

80 Mr. Jeskewich stated that this budget would be brought back to the next meeting  
81 and that Board members could individually discuss with him directly regarding any



82 of their concerns or questions. Mr. Jeskewich noted that the next meeting was  
83 scheduled for May 11, and requested for any inquiries from Board members to be  
84 made by early in the week of April 27 to account for the shortened turnaround time.

85 **FIFTH ORDER OF BUSINESS: Staff Reports 2**

86 A. District Counsel – *Tucker Mackie, Kutak Rock*

87 Ms. Mackie stated that she had nothing specific to report.

88 B. District Manager – *Barry Jeskewich, Vesta District Services*

89 1. Exhibit 7: Discussion of Maintenance Spending Approval Thresholds

90 Mr. Jeskewich and the Board discussed the request communicated from the  
91 HOA, which included both a request to increase the approval threshold and  
92 to establish a mechanism for automatic adjustment moving forward. The  
93 Board requested for management to reach out to the HOA to provide their  
94 own proposal on specific spending approval thresholds and adjustments.

95 **SIXTH ORDER OF BUSINESS: Consent Agenda**

96 A. Exhibit 8: Consideration and Approval of the Minutes of the Board of Supervisors  
97 Regular Meeting Held March 9, 2026

98 B. Exhibit 9: Consideration and Acceptance of the February 2026 Unaudited  
99 Financial Report

100 On a MOTION by Mr. Turner, SECONDED by Mr. Shannon, WITH ALL IN FAVOR, the Board  
101 approved all items of the Consent Agenda, as presented, for the Magnolia Park Community  
102 Development District.

103 **SEVENTH ORDER OF BUSINESS: Supervisor Requests (Includes Next Meeting  
104 Agenda Item Requests)**

105 Ms. Williams asked whether there had been any responses to the call for residents  
106 interested in filling Board vacancies for Seats 3 and 5, and Mr. Jeskewich stated that no  
107 responses had been received.

108 **EIGHTH ORDER OF BUSINESS: Audience Comments – New Business (Limited to  
109 3 minutes per individual for non-agenda items)**

110 There being none, the next item followed.

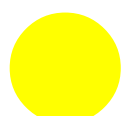
111 **NINTH ORDER OF BUSINESS: Next Meeting Quorum Check**

112 *The next Magnolia Park Community Development District meeting is scheduled for 5:30 p.m. on*  
113 *May 11, 2026, at the Hilton Garden Inn Tampa Riverview Brandon, 4328 Garden Vista Drive,*  
114 *Riverview, Florida 33578.*

115 All Board members stated that they would be present for the meeting scheduled on May  
116 11, which would constitute a quorum.

117 **TENTH ORDER OF BUSINESS: Adjournment**

118 On a MOTION by Ms. Williams, SECONDED by Mr. Turner, WITH ALL IN FAVOR, the Board  
119 adjourned the meeting at 6:46 p.m., for Magnolia Park Community Development District.

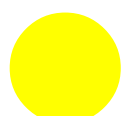


120 *\*Each person who decides to appeal any decision made by the Board with respect to any matter*  
121 *considered at the meeting is advised that person may need to ensure that a verbatim record of the*  
122 *proceedings is made, including the testimony and evidence upon which such appeal is to be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

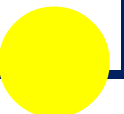
123 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly**  
124 **noticed meeting held on May 11, 2026.**

125 \_\_\_\_\_  
126 □ Barry Jeskewich, Secretary

\_\_\_\_\_ □ David Turner, Chair



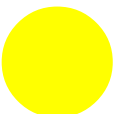
# EXHIBIT 18



*Magnolia Park  
Community Development District*

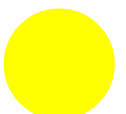
*Financial Statements  
(Unaudited)*

*Period Ending  
March 31, 2026*



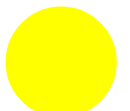
**Magnolia Park CDD**  
**Balance Sheet**  
**March 31, 2026**

	<u>General Fund</u>	<u>2020 Debt Service Fund</u>	<u>Total</u>
<b>1 Assets:</b>			
2 Operating Account	\$ 1,861,225	\$ -	\$ 1,861,225
3 Trust Accounts:			
4 Reserve Fund	-	7,500	7,500
5 Prepayment Fund	-	-	-
6 Revenue Fund	-	27,585	27,585
7 Sinking Fund	-	-	-
8 Interest Fund	-	-	-
9 Accounts Receivable	-	-	-
10 On Roll Assessments Receivable	8,350	1,479	9,829
11 Undeposited funds	-	-	-
12 Due From Other	-	102,900	102,900
13 Prepaid Items	355	-	355
14 Deposits	460	-	460
<b>15 Total Assets</b>	<b><u>\$ 1,870,389</u></b>	<b><u>\$ 139,463</u></b>	<b><u>\$ 2,009,853</u></b>
<b>16 Liabilities:</b>			
17 Accounts Payable	\$ 38,040	\$ -	38,040
18 Due to Other	102,900	-	102,900
19 Deferred Revenue	8,350	1,479	9,829
<b>20 Total Liabilities</b>	<b><u>149,289</u></b>	<b><u>1,479</u></b>	<b><u>150,768</u></b>
<b>21 Fund Balance:</b>			
22 Non-Spendable:			
23 Prepaid & Deposits	815	-	815
24 Assigned:			
25 Capital Reserves	560,785	-	560,785
26 Operating Capital	245,020	-	245,020
27 Unassigned	914,480	137,984	1,052,465
<b>28 Total Fund Balance</b>	<b><u>1,721,101</u></b>	<b><u>137,984</u></b>	<b><u>1,859,085</u></b>
<b>29 Total Liabilities &amp; Fund Balance</b>	<b><u>\$ 1,870,389</u></b>	<b><u>\$ 139,463</u></b>	<b><u>\$ 2,009,853</u></b>

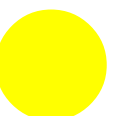


**Magnolia Park**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**For the period from October 1, 2025 to March 31, 2026**

	<u>Adopted Budget</u>	<u>Current Month</u>	<u>Year to Date</u>	<u>Variance + / (-)</u>	<u>% of Budget</u>
<b>1 Revenues:</b>					
2 Assessments On-Roll	\$ 585,555	\$ 4,303	\$ 577,205	\$ (8,350)	98.57%
3 Interest	-	-	-	-	0.00%
4 Miscellaneous	3,200	-	-	(3,200)	0.00%
<b>5 Total Revenues</b>	<b><u>\$ 588,755</u></b>	<b><u>\$ 4,303</u></b>	<b><u>\$ 577,205</u></b>	<b><u>\$ (11,550)</u></b>	<b><u>98.04%</u></b>
<b>6 Expenditures:</b>					
<b>7 Administrative</b>	#				
8 Board of Supervisors	\$ 12,000	\$ 600	\$ 3,400	\$ (8,600)	28.33%
9 Payroll Taxes	918	46	260	(658)	28.33%
10 Payroll Services	650	50	250	(400)	38.46%
11 Management Consulting Services	38,582	3,215	19,291	(19,291)	50.00%
12 General Administrative	4,542	379	2,271	(2,271)	50.00%
13 Miscellaneous & Contingency	2,293	27	27	(2,266)	1.18%
14 Assessment Administration	6,736	561	3,368	(3,368)	50.00%
15 Auditing	3,500	-	-	(3,500)	0.00%
16 Insurance - Liability, Property & Casualty	13,112	-	11,910	(1,202)	90.83%
17 Regulatory & Permit Fees	175	-	175	-	100.00%
18 Legal Advertisements	1,000	70	144	(856)	14.44%
19 Engineering Services	12,000	4,550	11,727	(273)	97.73%
20 Legal Services	12,000	-	3,841	(8,159)	32.01%
21 Postage & Freight (Mass Mailing)	1,500	-	41	(1,459)	2.75%
22 Website	2,600	50	302	(2,298)	11.63%
23 Meeting Room	4,428	369	1,842	(2,586)	41.60%
<b>24 Total Administrative</b>	<b><u>116,036</u></b>	<b><u>9,917</u></b>	<b><u>58,850</u></b>	<b><u>(57,186)</u></b>	<b><u>50.72%</u></b>
<b>25 Debt Service Administration</b>					
26 Trustee Fees	4,149	-	4,247	98	102.37%
27 Arbitrage	650	-	-	(650)	0.00%
28 Trust Fund Accounting	3,245	270	1,623	(1,622)	50.00%
<b>29 Total Debt Service Administration</b>	<b><u>8,044</u></b>	<b><u>270</u></b>	<b><u>5,870</u></b>	<b><u>(2,174)</u></b>	<b><u>72.97%</u></b>
<b>30 Field Operations</b>					
31 Electricity General	3,000	158	1,087	(1,913)	36.23%
32 Water	180	-	100	(80)	55.56%
33 Streetlights	23,500	1,929	11,531	(11,969)	49.07%
34 Pond Mitigation, Monitoring & Maintenance	1,600	-	-	(1,600)	0.00%
35 Pond & Lake Maintenance	45,210	3,120	24,791	(20,419)	54.83%
36 Pond & Lake Maintenance - Special Services	14,790	-	-	(14,790)	0.00%
37 Irrigation Maintenance	10,000	4,550	9,263	(737)	0.93
38 Landscape Maintenance	189,480	14,917	90,392	(99,088)	47.71%
39 Landscape Replenishment	10,000	-	8,157	(1,843)	81.57%
40 Landscape Extra Projects	12,500	-	3,096	(9,404)	24.77%
41 Tree Trimming	1,715	-	348	(1,367)	20.31%
42 Field Contingency	18,000	3,325	8,762	(9,238)	48.68%



43	Renewal & Replacement Reserve	<u>134,700</u>	<u>25,340</u>	<u>83,888</u>	<u>(50,812)</u>	62.28%
44	<b>Total Field Operations</b>	<u>464,675</u>	<u>53,339</u>	<u>241,415</u>	<u>(223,260)</u>	51.95%
45	<b>Total Expenditures</b>	<u><u>\$ 588,755</u></u>	<u><u>\$ 63,527</u></u>	<u><u>\$ 306,135</u></u>	<u><u>\$ (282,620)</u></u>	52.00%
47	<b>Other Financing Sources (Uses)</b>					
48	Transfer In			-		
49	Transfer Out			-		
50	<b>Total Other Financing Sources (Uses)</b>			<u>\$ -</u>		
51	Fund Balance - Beginning			1,450,030		
46	<b>Excess of Revenues Over (Under) Expenditures</b>		\$ (59,223)	\$ 271,070		
52	<b>Fund Balance - Ending</b>			<u><u>\$ 1,721,101</u></u>		

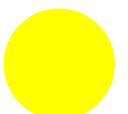


# Magnolia Park

## Debt Service Series 2020

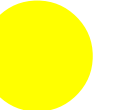
### Statement of Revenues, Expenditures and Changes in Fund Balance For the period from October 1, 2025 to March 31, 2026

	<u>Adopted Budget</u>	<u>Year to Date</u>	<u>Variance + / (-)</u>
<b>1 Revenues:</b>			
2 Special Assessments (Net)	\$ 103,720	\$ 102,241	\$ (1,479)
3 Interest	-	750	750
<b>4 Total Revenues</b>	<u><u>\$ 103,720</u></u>	<u><u>\$ 102,991</u></u>	<u><u>\$ (729)</u></u>
<b>5 Expenditures:</b>			
6 Debt Service Requirement			
7 November 1, 2025	#		
8 Interest	21,700	21,700	-
9 Principal	60,000	-	(60,000)
10 November 1, 2026			
11 Interest	20,500	-	(20,500)
<b>12 Total Expenditures</b>	<u><u>\$ 102,200</u></u>	<u><u>\$ 21,700</u></u>	<u><u>\$ (80,500)</u></u>
<b>13 Excess of Revenues Over (Under) Expenditures</b>	\$ 1,520	\$ 81,291	
<b>14 Other Financing Sources (Uses)</b>			
15 Transfer In	-	-	
16 Transfer Out	-	-	
<b>17 Total Other Financing Sources (Uses)</b>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	
18 Fund Balance - Beginning	-	56,693	
19 Debt Service Reserve Fund	509,453	-	
<b>19 Fund Balance - Ending</b>	<u><u>\$ 510,973</u></u>	<u><u>\$ 137,984</u></u>	



**Magnolia Park CDD  
Check Register  
FY2026**

Date	Num	Name	Memo	Deposits	Disbursements	Balance
<b>9/30/2025</b>						<b>\$ 1,512,453.26</b>
10/06/2025	01ACH100625	Google Services	Monthly services		50.40	1,512,402.86
10/08/2025	1786	EGIS INSURANCE & RISK ADVISORS	Insurance FY 10/1/25 - 10/1/26 Policy #100125768		11,910.00	1,500,492.86
10/15/2025	100305	Business Observer	Invoice: 25-02553H (Reference: Legal Advertising. ) Invoice: 25-03043H (Reference: Legal Adver...		144.38	1,500,348.48
10/15/2025	100306	Kutak Rock LLP	Invoice: 3613411 (Reference: Professional legal services rendered. ) Invoice: 3639655 (Referen...		3,481.00	1,496,867.48
10/15/2025	100307	Solitude Lake Management	Invoice: PSI194260 (Reference: annual Maintenance Aug25. ) Invoice: PSI202579 (Reference: annu...		10,653.76	1,486,213.72
10/15/2025	100308	VESTA DISTRICT SERVICES	Invoice: 428446 (Reference: Management fees. ) Invoice: 428510 (Reference: Billable Expenses -...		9,459.42	1,476,754.30
10/15/2025	100309	Stantec Consulting Services, Inc	Invoice: 2454967 (Reference: Engineering service. )		3,788.85	1,472,965.45
10/15/2025	100310	SchoolNow	Invoice: INV-SN-986 (Reference: Website Hosting. )		1,515.00	1,471,450.45
10/15/2025	100311	Unleashed Fencing	Invoice: 1701 (Reference: Tear out and haul away. )		4,800.00	1,466,650.45
10/15/2025	100312	United Land Services	Invoice: 170282 (Reference: Job #176278 - Magnolia Park CDD Landscape Maintenance September 2025...		31,613.29	1,435,037.16
10/16/2025	100313	Stantec Consulting Services, Inc	Invoice: 2466264 (Reference: Engineering service. )		4,580.47	1,430,456.69
10/16/2025	2/28/2026	United Land Services	Invoice: 165528 (Reference: Job #176278 - Magnolia Park CDD Landscape Maintenance August 2025. )		15,806.64	1,414,650.05
10/16/2025	1787	Code Enforcement Department	Case #HC-WE-25-002495 Parcel# 049102.2354		100.00	1,414,550.05
10/24/2025	102425BOS1	Adelmarie Bones	BOS MTG 10/13/25		184.70	1,414,365.35
10/24/2025	102425BOS2	DAVID TURNER	BOS MTG 10/13/25		184.70	1,414,180.65
10/24/2025	102425BOS3	Engage Peo	BOS MTG 10/13/25		172.40	1,414,008.25
10/24/2025	102425BOS4	Jean Williams	BOS MTG 10/13/25		184.70	1,413,823.55
10/24/2025	102425BOS5	Robert Shannon	BOS MTG 10/13/25		184.70	1,413,638.85
10/28/2025	01ACH102825	TECO	6510 Falkenburg Rd 08.30.25- 09.30.25		174.73	1,413,464.12
10/29/2025	01ACH102925	TECO	Magnolia Park Blvd PH F 09.03.25- 10.01.25		978.15	1,412,485.97
10/29/2025	02ACH102925	TECO	Faulkenburg/Progress 09.03.25- 10.01.25		948.88	1,411,537.09
10/30/2025	100315	Kutak Rock LLP	Invoice: 3643068 (Reference: For Professional Legal Services Rendered. )		2,758.50	1,408,778.59
10/30/2025	100316	United Land Services	Invoice: 177221 (Reference: Job #186703 - Magnolia Park CDD - Cleared Falkenburg Fenceline 10/24...		15,938.68	1,392,839.91
<b>10/31/2025</b>			<b>EOM TOTALS</b>	<b>\$ -</b>	<b>\$ 119,613.35</b>	<b>\$ 1,392,839.91</b>
11/03/2025			Deposit	4,788.27		1,397,628.18
11/05/2025	01ACH110525	Google Services	Monthly services		50.40	1,397,577.78
11/06/2025	100317	Premier Lakes, Inc.	Invoice: 3031 (Reference: Annual Lake Maintenance. ) Invoice: 2960 (Reference: Semi-Annual Wet...		7,920.00	1,389,657.78
11/07/2025			Deposit	4,447.76		1,394,105.54
11/12/2025	100318	United Land Services	Invoice: 178775 (Reference: Job #187403 - Magnolia Park CDD - Removed Vegetation Along Fence Pon...		8,157.33	1,385,948.21
11/12/2025	100319	VESTA DISTRICT SERVICES	Invoice: 429504 (Reference: Monthly Management fees. )		4,425.42	1,381,522.79
11/14/2025	100320	United Land Services	Invoice: 179875 (Reference: ob #176263 - Magnolia Park CDD Landscape Maintenance November 2025. ...		21,345.57	1,360,177.22
11/14/2025			Deposit	23,205.80		1,383,383.02
11/18/2025	100321	Stantec Consulting Services, Inc	Invoice: 2481875 (Reference: Engineering services. )		4,666.96	1,378,716.06
11/18/2025	100322	VESTA DISTRICT SERVICES	Invoice: 429440 (Reference: Billable Expenses - Oct 2025. )		398.00	1,378,318.06
11/21/2025	1788	FLORIDA DEPT OF ECONOMIC OPPORTU	FY 2025/2026 Special District Invoice Fee/Update Form		175.00	1,378,143.06
11/21/2025	100323	United Land Services	Invoice: 180440 (Reference: Job #193871 - Magnolia Park CDD Pond 32 Cleanup 11/17/2025. ) Invo...		9,605.44	1,368,537.62
11/21/2025	112125BOS1	Adelmarie Bones	BOS MTG 11/10/25		184.70	1,368,352.92
11/21/2025	112125BOS2	DAVID TURNER	BOS MTG 11/10/25		184.70	1,368,168.22
11/21/2025	112125BOS3	Engage Peo	BOS MTG 11/10/25		172.40	1,367,995.82
11/21/2025	112125BOS4	Jean Williams	BOS MTG 11/10/25		184.70	1,367,811.12
11/21/2025	112125BOS5	Robert Shannon	BOS MTG 11/10/25		184.70	1,367,626.42
11/21/2025			Deposit	22,907.05		1,390,533.47
<b>11/30/2025</b>			<b>EOM TOTALS</b>	<b>\$ 55,348.88</b>	<b>\$ 57,655.32</b>	<b>\$ 1,390,533.47</b>
12/02/2025	01ACH120225	TECO	Magnolia Park Blvd PH F 10.02.25- 11.03.25		978.15	1,389,555.32
12/02/2025	02ACH120225	TECO	6510 Falkenburg Rd 10.01.25- 10.31.25		153.84	1,389,401.48
12/02/2025	03ACH120225	TECO	Faulkenburg/Progress 10.02.25- 11.03.25		948.88	1,388,452.60
12/02/2025	100324	Premier Lakes, Inc.	Invoice: 3111 (Reference: Annual Lake Maintenance. )		3,120.00	1,385,332.60
12/03/2025			Deposit	79,022.92		1,464,355.52
12/05/2025	01ACH120525	Google Services	Monthly services		50.40	1,464,305.12
12/05/2025			Deposit	520,728.60		1,985,033.72
12/10/2025	100325	Kutak Rock LLP	Invoice: 3670361 (Reference: General Counsel Oct 25. )		2,093.00	1,982,940.72



12/12/2025	121225BOS1	DAVID TURNER	BOS MTG 12/8/25		184.70	1,982,756.02			
12/12/2025	121225BOS2	Engage Peo	BOS MTG 12/8/25		141.80	1,982,614.22			
12/12/2025	121225BOS3	Jean Williams	BOS MTG 12/8/25		184.70	1,982,429.52			
12/12/2025	121225BOS4	Robert Shannon	BOS MTG 12/8/25		184.70	1,982,244.82			
12/15/2025	100326	Miami Bee Removal Corp.	Invoice: 18561 (Reference: Bee Removal Service From Fence. )		395.00	1,981,849.82			
12/15/2025	100327	United Land Services	Invoice: 183610 (Reference: Landscape Enhancement. )		14,917.00	1,966,932.82			
12/15/2025	100328	VESTA DISTRICT SERVICES	Invoice: 429992 (Reference: Management Fees Dec 25. )		4,425.42	1,962,507.40			
12/15/2025	100329	Unleashed Fencing	Invoice: 1729 (Reference: Fencing Replacement. )		2,500.00	1,960,007.40			
12/18/2025	100330	Kutak Rock LLP	Invoice: 3673409 (Reference: General Counsel Nov 25. )		941.00	1,959,066.40			
12/19/2025			Deposit	10,791.72		1,969,858.12			
12/31/2025	01ACH123125	TECO	Faulkenburg/Progress 11.04.25- 12.03.25		948.88	1,968,909.24			
12/31/2025	02ACH123125	TECO	Magnolia Park Blvd PH F 11.04.25- 12.03.25		978.15	1,967,931.09			
12/31/2025	03ACH123125	TECO	6510 Falkenburg Rd 11.01.25- 12.02.25		199.50	1,967,731.59			
<b>12/31/2025</b>			<b>EOM TOTALS</b>	<b>\$</b>	<b>610,543.24</b>	<b>\$</b>	<b>33,345.12</b>	<b>\$</b>	<b>1,967,731.59</b>
01/05/2026	100331	Premier Lakes, Inc.	Invoice: 3254 (Reference: JAN25 Annual Lake Maintenance. )		3,120.00	1,964,611.59			
01/05/2026	01ACH010526	Google Services	Monthly services		50.40	1,964,561.19			
01/06/2026			Deposit	6,162.98		1,970,724.17			
01/07/2026	1789	US BANK	Trustee Fees - Series 2020 FY 11/01/25-10/31/26		4,256.13	1,966,468.04			
01/08/2026	100332	VESTA DISTRICT SERVICES	Invoice: 430309 (Reference: JAN26 District Management services. )		4,425.42	1,962,042.62			
01/14/2026	100333	United Land Services	Invoice: 187126 (Reference: Landscape Maintenance Jan 26. )		14,917.00	1,947,125.62			
01/14/2026	100334	VESTA DISTRICT SERVICES	Invoice: 430390 (Reference: Billable Expenses - Dec 2025. )		366.00	1,946,759.62			
01/16/2026			Deposit	611.84		1,947,371.46			
01/27/2026	100335	VESTA DISTRICT SERVICES	Invoice: 429882 (Reference: billable Expenses Nov25. )		369.02	1,947,002.44			
01/27/2026	100336	United Land Services	Invoice: 188534 (Reference: Job #195848 - Magnolia Park CDD - Installed Pine Bark Mulch 1/23/202...		33,928.57	1,913,073.87			
01/30/2026	01ACH013026	TECO	6510 Falkenburg Rd 12.03.25-01.02.26		202.22	1,912,871.65			
<b>01/31/2026</b>			<b>EOM TOTALS</b>	<b>\$</b>	<b>6,774.82</b>	<b>\$</b>	<b>61,634.76</b>	<b>\$</b>	<b>1,912,871.65</b>
02/02/2026	01ACH020226	TECO	Faulkenburg/Progress 12.04.25- 01.05.26		914.19	1,911,957.46			
02/02/2026	02ACH020226	TECO	Magnolia Park Blvd PH F 12.04.25- 01.05.26		978.85	1,910,978.61			
02/02/2026	100337	VESTA DISTRICT SERVICES	Invoice: 430654 (Reference: FEB26 District Management services. )		4,425.42	1,906,553.19			
02/03/2026	100338	Kutak Rock LLP	Invoice: 3690238 (Reference: Professional Legal Services Rendered. )		807.00	1,905,746.19			
02/04/2026	100339	Premier Lakes, Inc.	Invoice: 3405 (Reference: Annual Lake Maintenance. ) Invoice: 3362 (Reference: Annual Wetland/...		4,320.00	1,901,426.19			
02/04/2026			Deposit	6,161.39		1,907,587.58			
02/05/2026	01ACH020526	Google Services	Monthly services		50.40	1,907,537.18			
02/09/2026	100340	Stantec Consulting Services, Inc	Invoice: 2518159 (Reference: Engineering services. )		2,510.25	1,905,026.93			
02/12/2026	100341	United Land Services	Invoice: 191111 (Reference: Job #176263 - Magnolia Park CDD Landscape Maintenance February 2026. )		14,917.00	1,890,109.93			
02/19/2026	100342	VESTA DISTRICT SERVICES	Invoice: 430887 (Reference: Billable Expenses - Dec 2025. )		369.00	1,889,740.93			
02/19/2026	100343	United Land Services	Invoice: 191692 (Reference: Job #208743 - 2025 December Irrigation Repairs. )		2,718.13	1,887,022.80			
02/20/2026	022026BOS1	DAVID TURNER	BOS MTG 2/9/26		184.70	1,886,838.10			
02/20/2026	022026BOS2	Engage Peo	BOS MTG 2/9/26		141.80	1,886,696.30			
02/20/2026	022026BOS3	Jean Williams	BOS MTG 2/9/26		184.70	1,886,511.60			
02/20/2026	022026BOS4	Robert Shannon	BOS MTG 2/9/26		184.70	1,886,826.90			
02/23/2026	1790	Unleashed Fencing	Reference: Fencing Replacement.		2,500.00	1,886,326.90			
<b>02/28/2026</b>			<b>EOM TOTALS</b>	<b>\$</b>	<b>6,161.39</b>	<b>\$</b>	<b>35,206.14</b>	<b>\$</b>	<b>1,886,326.90</b>
03/02/2026	100344	VESTA DISTRICT SERVICES	Invoice: 431100 (Reference: Management fee services Mar26. )		4,425.42	1,881,901.48			
03/02/2026	01ACH030226	TECO	6510 Falkenburg Rd 01.03.26- 02.02.26		198.25	1,881,703.23			
03/03/2026	01ACH030326	TECO	Magnolia Park Blvd PH F 01.06.26- 02.03.26		978.85	1,880,724.38			
03/03/2026	02ACH030326	TECO	Faulkenburg/Progress 01.06.26- 02.03.26		949.69	1,879,774.69			
03/04/2026	100345	Premier Lakes, Inc.	Invoice: 3533 (Reference: Annual Lake Maintenance. )		3,120.00	1,876,654.69			
03/05/2026	01ACH030526	Google Services	Monthly services		50.40	1,876,604.29			
03/05/2026			Deposit	5,065.69		1,881,669.98			
03/11/2026	100346	United Land Services	Invoice: 194730 (Reference: Job #176263 - Magnolia Park CDD Landscape Maintenance March 2026. )		14,917.00	1,866,752.98			
03/12/2026	100347	VESTA DISTRICT SERVICES	Invoice: 431339 (Reference: Billable Expenses - Feb 2026. )		54.04	1,866,698.94			
03/16/2026	100348	Business Observer	Invoice: 26-00864H (Reference: Legal Advertising - Board Meeting. )		70.00	1,866,628.94			
03/20/2026	032026BOS1	DAVID TURNER	BOS MTG 3/11/26		184.70	1,866,444.24			
03/20/2026	032026BOS2	Engage Peo	BOS MTG 3/11/26		141.80	1,866,302.44			
03/20/2026	032026BOS3	Jean Williams	BOS MTG 3/11/26		184.70	1,866,117.74			
03/20/2026	032026BOS4	Robert Shannon	BOS MTG 3/11/26		184.70	1,865,933.04			
03/23/2026	100349	United Land Services	Invoice: 196331 (Reference: Irrigation Repairs. )		4,550.00	1,861,383.04			
03/31/2026	01ACH033126	TECO	6510 Falkenburg Rd 02.03.26- 03.03.26		158.40	1,861,224.64			
<b>03/31/2026</b>			<b>EOM TOTALS</b>	<b>\$</b>	<b>5,065.69</b>	<b>\$</b>	<b>30,167.95</b>	<b>\$</b>	<b>1,861,224.64</b>

