



COMMUNITY DEVELOPMENT DISTRICT

Advanced Meeting Package

Regular Meeting

Date/Time: Wednesday November 19, 2025 6:00 p.m.

Location:
Fairfield Inn & Suites
2650 Lajuana Blvd.,
Wesley Chapel, FL 33543

Note: The Advanced Meeting Package is a working document and thus all materials are considered <u>DRAFTS</u> prior to presentation and Board acceptance, approval or adoption.



COMMUNITY DEVELOPMENT DISTRICT

c/o Vesta District Services
250 International Parkway, Suite 208
Lake Mary, FL 32746
321-263-0132

Board of Supervisors

Union Park East Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Union Park East Community Development District is scheduled for **Wednesday**, **November 19**, **2025** at **6:00 p.m.** at **Fairfield Inn & Suites – 2650 Lajuana Blvd.**, **Wesley Chapel**, **FL 33543**.

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

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

Sincerely,

Heath Beckett

Heath Beckett District Manager

CC: Attorney

Engineer District Records





COMMUNITY DEVELOPMENT DISTRICT

Meeting Date: Wednesday, November 19, 2025

Time: 6:00 p.m.

Location: Fairfield Inn & Suites

2650 Lajuana Blvd.

Wesley Chapel, FL 33543

Join via Computer or Mobile App

Dial-in Number: 1-904-348-0776

Phone Conference ID: 684 257 747#

(Mute/Unmute: *6) (Raise/Lower Hand: *5)

Regular Meeting Agenda

The full draft agenda packet will be posted to the CDD website under <u>District Documents</u> when it becomes available, or it may be requested no earlier than 7 days prior to the meeting date by emailing <u>sconley@vestapropertyservices.com</u>

FIRST ORDER OF BUSINESS: ROLL CALL

	In	Virtually	Not
	Person		
VACANT (1)			
Vincent Pacifico (2-C)			
Michelle Diman (3)			
Richard Ramirez (4)			
Gerard Bianchi (5-VC)			

Staff/Vendors

Barry Jeskewich, Vesta District Services Michael Bush, Vesta District Services Savannah Hancock, Kilinski Van Wyk Amy Palmer, Lighthouse Engineering Chris Thompson, Blue Water Aquatics Casey Hallman, Floralawn

SECOND ORDER OF BUSINESS: AUDIENCE COMMENTS – AGENDA ITEMS

(Limited to 3 Minutes Per Person)

THIRD ORDER OF BUSINESS: SEAT 1 SUPERVISOR APPOINTMENT

A. Consideration of Supervisor Candidate(s)

Under Separate Cover

B. Administration of Oaths of Office

EXHIBIT 1

C. Adoption of **Resolution 2026-01**, **Designating Officers**

EXHIBIT 2

D. Overview of Sunshine and Public Record Laws

References:

Guide to Sunshine Amendment & Code of Ethics for Public Officers &

Employees

Government in the Sunshine Training

Free Resources for Required Ethics Training



FOURTH ORDER OF BUSINESS: OPERATIONS & MAINTENANCE

A.	Aquatic Maintenance	- Chris Thompson,	Blue Water Aquatics
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1. Aquatic Services Report EXHIBIT 3

2. Fountain Service Reports EXHIBIT 4

3. Consideration of Blue Water Aquatics Proposals

a. Replace Motor on Fountain F-4 on Pond H EXHIBIT 5

i. #FA-2025-1150 – 5" 5 HP - \$2,827.56

ii. #FA-2025-1149 – 4" 5 HP - \$2,474.61

b. Replacement lights on Fountain 9 on Pond N EXHIBIT 6

i. #FA-2025-1147 - Three Lights - \$1,465.60 (Struck - All lights now out)

ii. #FA-2025-1148 – Four Lights - \$1,717.54

B. Landscape Maintenance – Casey Hallman, Floralawn EXHIBIT 7

1. Consideration of Floralawn Proposals:

a. #18608 – Amenity Center Medians Plant Replacement - <u>EXHIBIT 8</u> \$2,368.60 – *Previously Presented*

b. #18611 – Amenity Center Sod Replacement - \$3,819.44 – EXHIBIT 9

Previously Presented

c. #19049 – Mulch Installation (139 yd³) - \$8,340.00 **EXHIBIT 10**

C. Field Manager – Michael Bush, Vesta District Services EXHIBIT 11

1. Consideration of Field Operation Proposals:

D. District Counsel – Savannah Hancock, Kilinski Van Wyk

1. Discussion on Amenity Suspension

E. District Engineer – Amy Palmer, Lighthouse Engineering

1. Consideration of Coastal Courts Proposal #323 to Construct Double
Pickleball Court - \$50,000.00

2. Consideration of Shoreline Restoration Proposals:

a. AQUALIS #RO_36385 - \$22,258.00 **EXHIBIT 13**

b. Blue Water Aquatics – Total \$16,489.58 **EXHIBIT 14**

i. Pond K #ER-2025-1125 - \$11,289.58

ii. Pond H #ER-2025-1140 - \$1,000.00

iii. Sump 10 #ER-2025-1141 - \$4,200.00

c. Solitude Lake Management – Total \$48,689.00

EXHIBIT 15



FOURTH OR	DER OF BUSINESS:	OPERATIONS & MAINTENANCE (Continued)	
F.	District Manager – Heat	h Beckett, Vesta District Services	
	1. Discussion on Re	equest for Tract A conveyance (Gibson)	EXHIBIT 16
	2. Discussion on De	ecember Meeting Date (Change to December 16)	
FIFTH ORD	ER OF BUSINESS:	BUSINESS MATTERS	
Α.	•	2026-02, Requesting Supervisor of Elections Hold Election (Seats 1, 2, and 5)	EXHIBIT 17
В.	Adoption of Resolution	2026-03, Amending FY 2025 Budget	EXHIBIT 18
C.		w PLLC Engagement to Provide Legal Services ball Court Construction Defects Dispute	EXHIBIT 19
SIXTH ORD	ER OF BUSINESS:	RULES OF PROCEDURE	
A.	Public Hearing – Amend	ded and Restated Rules of Procedure	
	1. Open Public Hea	ring	
	2. Presentation of A	Amended and Restated Rules of Procedure	EXHIBIT 20
	3. Public Comment	S	
	4. Close Public Hea	ring	
В.	Consideration of Resolu Rules of Procedure	tion 2026-04, Adopting the Amended and Restated	EXHIBIT 21
SEVENTH C	RDER OF BUSINESS:	CONSENT AGENDA	
A.	Approval of the Minutes October 22, 2025	s of the Board of Supervisors Regular Meeting Held	EXHIBIT 22
В.	Acceptance of the Octol	ber 2025 Unaudited Financial Statement	EXHIBIT 23
EIGHTH OR	DER OF BUSINESS:	SUPERVISOR REQUESTS	
A.	Discussion on Gift Disclo	osures (<u>Form 9</u>) <i>(Diman)</i>	

AUDIENCE COMMENTS – NEW BUSINESS

(Limited to 3 Minutes Per Person)

NINTH ORDER OF BUSINESS:



TENTH ORDER OF BUSINESS: SHADE ITEMS: SECURITY & ACTIVE LITIGATION

- A. **Closed Session** (No Action Will be Taken During the Closed Session)
 - 1. Discussion on District Security Matters
 - 2. Update on Active Litigation
- B. Consideration of Action Relating to Security Matters

ELEVENTH ORDER OF BUSINESS: NEXT MEETING QUORUM CHECK

	Present	Virtual	Absent
(1)			
Vincent Pacifico (2-C)			
Michelle Diman (3)			
Richard Ramirez (4)			
Gerard Bianchi (5-VC)			

Wednesday, December 17, 2025 at 6:00 p.m. Fairfield Inn & Suites Tampa Wesley Chapel 2650 Lajuana Boulevard Wesley Chapel, FL 33543

TWELFTH ORDER OF BUSINESS: ACTION ITEMS SUMMARY (To be Included in the

Meeting Minutes)

THIRTEENTH ORDER OF BUSINESS: ADJOURNMENT



EXHIBIT 1

Union Park East Community Development District Board of Supervisors Oath of Office

I,	, a citizen of the State of Florida and of the
	a Supervisor of the Union Park East Communit
Development District (the "District") and	d a recipient of public funds as such Supervisor, d
hereby solemnly swear or affirm that I was	rill support the Constitution of the United States and of
	onestly, and impartially discharge the duties devolving
-	he Union Park East Community Development Distric
located in Pasco County, Florida.	, 1
•	
~.	
Signature	
Date	
STATE OF FLORIDA	
COUNTY OF PASCO	
The foregoing oath was administ	tered before me by means of physical presence, thi
	$0_{\underline{}}$ by $\underline{}$, who
	produced as identification
	bk the aforementioned oath as a Member of the Board of
	nunity Development District and acknowledged to an
before me that she/he took said oath for pu	-
before the that she he took said oath for pe	inposes increm expressed.
WITNESS my hand and official se	eal the date aforesaid.
	<u> </u>
Notary Public State of Florida	
 _	
(Print, Type or Stamp Commissioned Name of Notary Public and the Date the Commission Expires)	
•	

OATH OF OFFICE

(Art. II. § 5(b), Fla. Const.)

County of			
Government of the United	affirm) that I will support, protect, and defend the Constitution and d States and of the State of Florida; that I am duly qualified to hold office 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, yo	ou 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: Ho	me Office		
Street or Post Office Box	Print Name		
City, State, Zip Code Signature			



EXHIBIT 2

RESOLUTION 2026-01

A RESOLUTION OF THE BOARD OF SUPERVISORS DESIGNATING THE OFFICERS OF UNION PARK EAST COMMUNITY DEVELOPMENT DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Union Park East Community Development District (the "District"), is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statues, being situated entirely within Pasco County, Florida; and

WHEREAS, the Board of Supervisors (hereinafter the "Board") now desire to designate the Officers of the District per F.S. 190.006(6).

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

	ckett, Secretary in, Assistant Secretary	Name:	e Chair of the Board of Superviso		
ATTEST:			K EAST COMMUNITY ENT DISTRICT		
PAS	SED AND ADOPTED THIS _	DAY OF	, 2025.		
2.	This Resolution shall become effective immediately upon its adoption.				
	Shirley Conley		Assistant Secretary		
	Kyle Darin		Assistant Secretary		
			Assistant Secretary		
			Assistant Secretary		
			Assistant Secretary		
	Patricia Kehr		Assistant Treasurer		
	Scott Smith		Assistant Treasurer		
	Johanna Lee		Treasurer		
	Heath Beckett		Secretary		
			Vice Chairman		
			Chairman		



EXHIBIT 3



Aquatic & Environmental Services
5119 State Road 54 New Port Richey, FL 34652
(727)842-2100 www.BluewaterAquaticsinc.com

Page 1 of 1 Thursday, October 23, 2025 6:24:35 PM

T	ec	hr	iici	an

Job Details	
Service Date	10/1/2025
Customer	Union Park East CDD
Weather Conditions	Partly Cloudy
Wind	NNE 7mph
Temperature	80
Multiple Sites Treated	Yes
	Repeatable - 1 Count
1 of 1	
Pond Numbers	SP1 A, SP1 B, C, C1, E1, G, H, I, J, K, L M, SP 10
Service Performed	Treatment
Work Performed	☑ Grasses
Equipment Used	✓ ATV/UTV
	☑ Backpack
Water Level	Normal
Restrictions	None
Observations/Recommendations	Treated sites for invasive vegetation growth as needed





Restrictions

Aquatic & Environmental Services
5119 State Road 54 New Port Richey, FL 34652
(727)842-2100 www.BluewaterAquaticsinc.com

Page 1 of 2 Thursday, October 23, 2025 6:25:49 PM

Aquatic Services Report

Technician Doug Fitzhenry	
Job Details	
Service Date	10/1/2025
Customer	Union Park East CDD
Weather Conditions	Sunny
Wind	3se
Temperature	79
Multiple Sites Treated	Yes
	Repeatable - 2 Count
1 of 2	
Pond Numbers	B q1 q sp1 d1 c2 7f d e n o p1 p2
Service Performed	Treatment
Work Performed	☑ Grasses
Equipment Used	✓ ATV/UTV
Water Level	Low
Restrictions	None
Observations/Recommendations	Sites treated for invasive growth
2 of 2	
Pond Numbers	C2 7f q
Service Performed	Treatment
Work Performed	✓ Algae
Equipment Used	☑ ATV/UTV
Water Level	Low
Doctrictions	Mana

None



Aquatic & Environmental Services
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(727)842-2100 www.BluewaterAquaticsinc.com

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Aquatic Services Report

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Sites treated for planktonic algae



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Page 1 of 1 Thursday, October 23, 2025 6:19:29 PM

Te	chni	ician	
Ra	ndv	Mitch	hell

Randy Mitchell	
Job Details	
Service Date	10/13/2025
Customer	Union Park East CDD
Weather Conditions	Sunny
Wind	NNE 2mph
Temperature	68
Multiple Sites Treated	Yes
Ponds Treated Information	Repeatable - 1 Count
1 of 1	
Pond Numbers	SP1 A, SP1 B, C, C1, E1, G, H, I, J, K, L, M, SP10
Pond Numbers Service Performed	
	L, M, SP10
Service Performed	L, M, SP10 Treatment
Service Performed Work Performed	L, M, SP10 Treatment ☑ Grasses
Service Performed Work Performed Equipment Used	L, M, SP10 Treatment ✓ Grasses ✓ ATV/UTV



Blue Water Aquation

Blue Water Aquatics, Inc.

Aquatic & Environmental Services
5119 State Road 54 New Port Richey, FL 34652
727)842-2100 www.BluewaterAquaticsinc.com

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Technician	
Doug Fitzhenry	
Job Details	
Service Date	10/13/2025
Customer	Union Park East CDD
Weather Conditions	Sunny
Wind	2ene
Temperature	65
Multiple Sites Treated	Yes
	Repeatable - 2 Count
1 of 2	
Pond Numbers	D q1 q sp1 c2 7f d e n o p1 p2
Service Performed	Treatment
Work Performed	☑ Grasses
Equipment Used	✓ ATV/UTV
Water Level	Normal
Restrictions	None
Observations/Recommendations	Sites treated for invasive growth, midge flies are really bad around N.Blue Water Aquatics does offer midge fly control treatments, call our office if interested.
2 of 2	
Pond Numbers	Q c2
Service Performed	Treatment
Work Performed	✓ Algae
Equipment Used	✓ ATV/UTV
Water Level	Normal



Aquatic & Environmental Services
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Restrictions	None
Observations/Recommendations	Sites treated for algae

Chris Thompson

Blue Water Aquatics, Inc.

20 Photos

Union Park East CDD

Monthly Aquatics Report



Aquatics Report - October

Pasco County Weather & Rainfall Summary

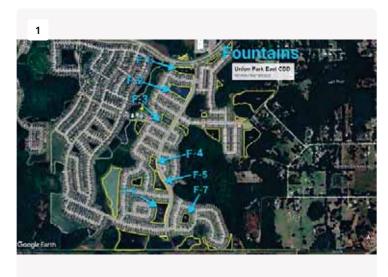
October has brought warm and mostly dry conditions to Pasco County. Daily high temperatures have hovered in the upper 80s °F with overnight lows in the low 70s °F — typical for early fall in our region. Rainfall this month has been well below normal, with only about 0.5–0.6 inches recorded countywide to date. According to the Southwest Florida Water Management District, this is far below the historical October average of roughly 2–3 inches.

The reduced rainfall has kept water levels in many ponds and lakes slightly lower than usual, leading to clearer water and less flushing of nutrients. While this can temporarily improve water clarity, it can also create stagnant zones that favor algae growth if temperatures remain warm. Lower water levels may also expose pond banks, allowing shoreline vegetation to dry out or recede. As we move further into Florida's dry season, continued monitoring and vegetation management are important to maintain healthy, balanced pond conditions.

As fall arrives in Florida, the state's ponds and lakes experience a shift in their ecological balance. The transition from the hot, humid summer to the cooler and often drier fall season brings several changes to these water bodies. One of the most noticeable effects is the gradual decrease in water temperature. This cooling can increase dissolved oxygen levels in the water, benefiting fish and other aquatic organisms that struggled with the lower oxygen levels during the summer.

Fall is also a period of reduced algae growth in many Florida ponds and lakes. The shorter days and lower temperatures slow down the photosynthesis process, which in turn diminishes the frequency and intensity of algae blooms. This can improve water clarity and quality, providing a more stable environment for aquatic plants and animals. However, the decomposition of plant material, such as fallen leaves, can still add nutrients to the water, which might fuel algae growth if not managed properly.

Additionally, fall often brings an increase in bird activity around ponds and lakes as migratory species pass through or settle in for the season. This can enhance the ecosystem by increasing biodiversity and providing natural pest control. However, the presence of more birds can also lead to higher nutrient input from droppings, which might affect water quality.



Pond Map

Project: Union Park East CDD Creator: Chris Thompson



Pond J

- Treated: Grasses
- Brush
- Trash

Routine spot spraying for nuisance and non-native vegetation will continue.



Project: Union Park East CDD Creator: Chris Thompson

Culverts connecting to Pond J

The water control structure is in good condition and free of excess vegetation that could slow drainage.



Pond M

Treated:

- Grasses
- Brush

Routine spot spraying for nuisance and non-native vegetation will continue.



Project: Union Park East CDD Creator: Chris Thompson

Pond SP10

Treated:

- Grasses
- Brush
- Trash

Routine spot spraying for nuisance and non-native vegetation will continue.





Pond L

Treated:

- Grasses
- Algae

Routine spot spraying for nuisance and non-native vegetation will continue.



Pond N

Treated:

- Grasses
- Brush
- Submersed

Routine spot spraying for nuisance and non-native vegetation will continue.



Project: Union Park East CDD Creator: Chris Thompson

Pond I

Treated:

- Grasses
- Brush
- Algae
- Trash

Routine spot spraying for nuisance and non-native vegetation will continue.





Pond H

Treated:

- Grasses
- Brush

Routine spot spraying for nuisance and non-native vegetation will continue.



Water control structure between ponds H & K The water control structure is in good condition and free of excess vegetation that could slow drainage.

Project: Union Park East CDD Creator: Chris Thompson



Pond K

- Grasses
- Brush
- Algae
- Trash

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: Union Park East CDD Creator: Chris Thompson



Pond E



Pond E1

Project: Union Park East CDD Creator: Chris Thompson



Pond D

- Grasses
- Brush
- Trash

Routine spot spraying for nuisance and non-native vegetation will continue.





Pond D

Treated:

- Grasses
- Brush
- Trash

Routine spot spraying for nuisance and non-native vegetation will continue.



Pond D1

Treated:

- Grasses
- Floating

Routine spot spraying for nuisance and non-native vegetation will continue.



Project: Union Park East CDD Creator: Chris Thompson

Ditch connected to D1

Treated:

- Grasses
- Brush

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: Union Park East CDD Creator: Chris Thompson



Pond 7F

Treated:

Grasses

Routine spot spraying for nuisance and non-native vegetation will continue.



Pond C1

Treated:

- Grasses
- Brush
- Algae
- Trash

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: Union Park East CDD Creator: Chris Thompson



Pond C

Treated:

Grasses

Routine spot spraying for nuisance and non-native vegetation will continue.

EXHIBIT 4



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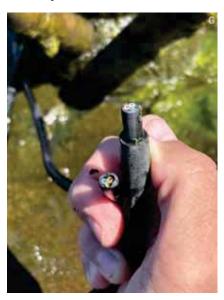
Aquatic & Environmental Services
5119 State Road 54 New Port Richey, FL 34652
(727)842-2100 www.BluewaterAquaticsinc.com

Service details	
Technician: Randy Mitchell	Client: Union Park East CDD
Service Date	10/28/2025
Request Warranted	Yes
Action Taken	Found one wire separated and one wire cut. Will put together a proposal to replace (3) LED lights.
Service Date	10/24/2025
Customer	Union Park East CDD
Weather Conditions	Sunny
Wind	N 5mph
Temperature	83
Multiple Sites Treated	No
Pond Number	Fountain 9 pond N
Service Performed	Troubleshooting
Work Performed	✓ Fountains / Aeration
Equipment Used	☑ Bass Boat
Water Level	Normal
Restrictions	None
Observations/Recommendations	Needs (3) new lights. Left lights unhooked because of damaged wires
Pictures:	



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Aquatic & Environmental Services
5119 State Road 54 New Port Richey, FL 34652
(727)842-2100 www.BluewaterAquaticsinc.com









Aquatic & Environmental Services

5119 State Road 54 New Port Richey, FL 34652 (727)842-2100 www.BluewaterAquaticsinc.com

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Service details	
Technician: Randy Mitchell	Client: Union Park East CDD
Service Date	11/11/2025
Request Warranted	Yes
Action Taken	Power is going to the fountain, but the motor will not come on and is tripping overloads. Motor will need replacement. 5hp 230v 1ph (Shakti brand)
Service Date	11/11/2025
Customer	Union Park East CDD
Weather Conditions	Sunny
Wind	NNE 8mph
Temperature	60
Multiple Sites Treated	No
Pond Number	Fountain H
Service Performed	Troubleshooting
Work Performed	▼ Fountains / Aeration
Equipment Used	✓ Backpack
Water Level	Normal
Restrictions	None
Observations/Recommendations	Needs new motor
Pictures:	



Aquatic & Environmental Services

5119 State Road 54 New Port Richey, FL 34652 (727)842-2100 www.BluewaterAquaticsinc.com

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EXHIBIT 5

Shirley M. Conley

From: office@bluewateraquaticsinc.com **Sent:** Friday, November 14, 2025 1:50 PM

To: Heath Beckett; Michael P. Bush; Shirley M. Conley

Subject: Fountain Repair Estimates for Fountain #4 Motor Replacement at Union Park East CDD Union Park East - Fountain 4 -Replace FOUR INCH 5HP MOTOR Est FA-2025-1149

11-14-2025.pdf; Union Park East - Fountain 4 -Replace FIVE INCH 5HP MOTOR Est

FA-2025-1150 11-14-2025.pdf

Attached TWO ESTIMATES for the replacement of the motor on Fountain #4 at UNION PARK EAST CDD.

The reason there are two is because there are no stickers or markings on the panel to indicate what size motor it is. Estimate #FA-2025-1149 is if it is a 4" 5hp motor and the other (#FA-2025-1150) is for the 5" 5hp motor. The technician will not know until they disassemble the fountain. If you have any questions or need additional details, please reach out.

Once you've reviewed the estimates with the appropriate parties, sign which one you decide on and **you can sign and return it to me** digitally—our documents are set up for quick, convenient electronic signatures.

Regards,

Brenda Jordan

Business Manager



5119 State Road 54, New Port Richey FL 34652

Office Phone: (727) 842-2100 x103 Cell Phone: (727) 712-7363

Website: www.BlueWaterAquaticsInc.com

Complete Pond & Lake Management | Fountains | Aeration | Midge Fly | Erosion Control

5119 State Road 54
New Port Richey, FL 34652
(727) 842-2100
office@bluewateraquaticsinc.com
www.bluewateraquaticsinc.com



Estimate

ADDRESS

Union Park East CDD c/o Vesta District Services 250 International Parkway, Suite 208 Lake Mary, FL 32746 ESTIMATE FA-2025-1150
DATE 11/14/2025
EXPIRATION DATE 01/14/2026

DATE		DESCRIPTION		QTY	RATE	AMOUNT
	Fountain Repair	5" 5HP 230V 1 (Estimate inclu	Fountain Repair Services 5" 5HP 230V 1PH Motor Replacement (Estimate includes all parts, tax, shipping & labor)		2,827.56	2,827.56
Please note: this is a preliminary ESTIMATE not a final invoice. Parts and materials required for the job will be ordered only after the estimate has been approved and any necessary deposits have been received. Work order will be dispatched once all required items are in hand.		SUBTOTAL			2,827.56	
		TAX			0.00	
		TOTAL			\$2,827.56	

Accepted By

Accepted Date



Blue Water Aquatics, Inc.

5119 State Road 54
New Port Richey, FL 34652
(727) 842-2100
office@bluewateraquaticsinc.com
www.bluewateraquaticsinc.com



Estimate

ADDRESS

Union Park East CDD c/o Vesta District Services 250 International Parkway, Suite 208 Lake Mary, FL 32746 ESTIMATE FA-2025-1149
DATE 11/14/2025
EXPIRATION DATE 01/14/2026

DATE		DESCRIPTION		QTY	RATE	AMOUNT
	Fountain Repair		(POND H) PH Motor Replacement des all parts, tax,	1	2,474.61	2,474.61
Please note: this is	s a preliminary ESTIMATE not a	final invoice.	SUBTOTAL			2,474.61
Parts and materials required for the job will be ordered only after the estimate has been approved and any necessary deposits have been received. Work order will be dispatched once all required items are in hand.		TAX			0.00	
		ns are in hand.	TOTAL			\$2,474.61

Accepted By

Accepted Date



From: Michael P. Bush < mbush@vestapropertyservices.com>

Sent: Monday, November 17, 2025 9:37 PM

To: office@bluewateraquaticsinc.com; Shirley M. Conley <sconley@vestapropertyservices.com>; Heath Beckett

<hbeckett@vestapropertyservices.com>

Subject: Re: Estimates for LED Light Replacements for Fountain #9 at UNION PARK EAST CDD

Just filling everyone one in.

I talked with Herb out there today, He reported that all the lights are out on this pond.

Michael Bush Field Manager P. 727-403-8981 Vesta District Services 250 International Pkwy Suite 208, Lake Mary, FL 32746 www.VestaPropertyServices.com

From: office@bluewateraquaticsinc.com

Sent: Friday, November 14, 2025 1:36 PM

To: Shirley M. Conley; Heath Beckett; Michael P. Bush

Subject: Estimates for LED Light Replacements for Fountain #9 at UNION PARK EAST CDD

Attachments: Union Park East - Fountain 9 -Replace FOLIR Lights Est FA-2025-1148 11-12-2025 pdf

Union Park East - Fountain 9 -Replace FOUR Lights Est FA-2025-1148 11-12-2025.pdf

Attached TWO ESTIMATES for the replacement of the LED lights on Fountain #9 at **UNION PARK EAST CDD**.

The reason there are two is because one (#FA-2025-

(#FA-2025-1148) is to replace all 4 of the lights (which would make them all the same).

If you have any questions or need additional details, please reach out.

Once you've reviewed the estimates with the appropriate parties, sign which one you decide on and **you can sign and return it to me** digitally—our documents are set up for quick, convenient electronic signatures.

Regards,

Brenda Jordan

Business Manager



5119 State Road 54, New Port Richey FL 34652

Office Phone: (727) 842-2100 x103 Cell Phone: (727) 712-7363

Website: www.BlueWaterAquaticsInc.com

Complete Pond & Lake Management | Fountains | Aeration | Midge Fly | Erosion Control

Blue Water Aquatics, Inc.

5119 State Road 54
New Port Richey, FL 34652
(727) 842-2100
office@bluewateraquaticsinc.com
www.bluewateraquaticsinc.com



Estimate

ADDRESS

Union Park East CDD c/o Vesta District Services 250 International Parkway, Suite 208 Lake Mary, FL 32746 ESTIMATE FA-2025-1148

DATE 11/12/2025

EXPIRATION DATE 01/12/2026

DATE		DESCRIPTION		QTY	RATE	AMOUNT
	Fountain Repair	Fountain	(POND N) R (4) LED Lights on udes all parts, tax,	1	1,717.54	1,717.54
Please note: this	s is a preliminary ESTIMATE not a fi	nal invoice.	SUBTOTAL			1,717.54
Parts and materials required for the job will be ordered only after the estimate has been approved and any necessary deposits have been		TAX			0.00	
received. Work order will	be dispatched once all required item	s are in hand.	TOTAL			\$1,717.54

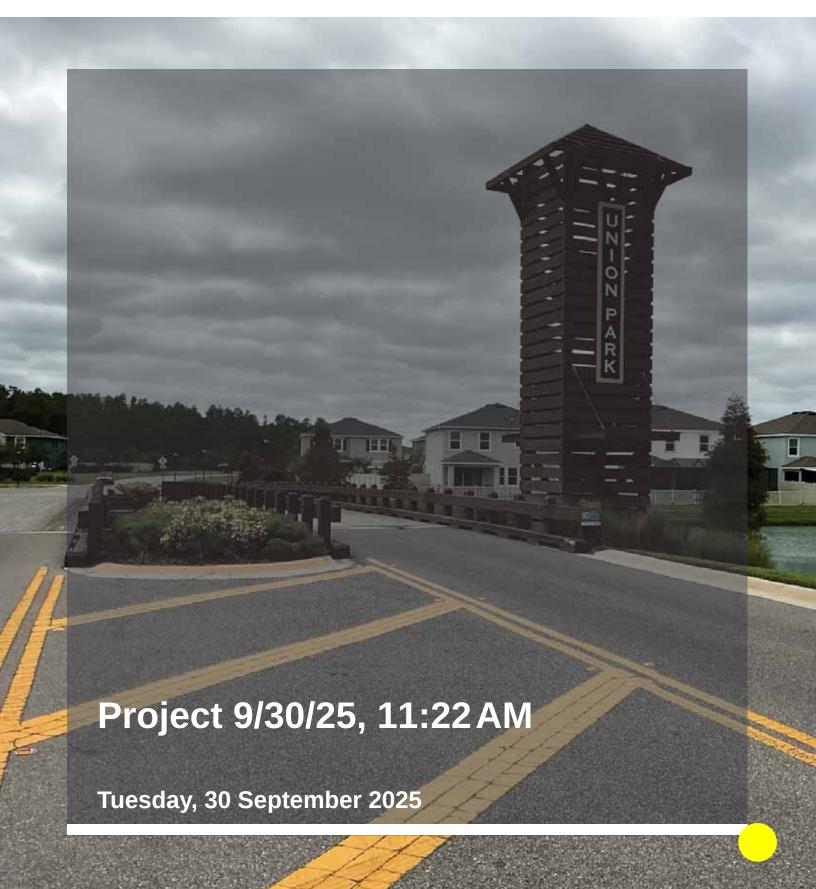
Accepted By

Accepted Date









Report

UPE Landscape Report

Account Manager: Casey Hallman, Site Supervisor: Gercia Balli

Report date 10/8/25

Dear Board Members and Residents,

I hope this report finds you well. We would like to provide you with an overview of the recent activities and developments related to landscape maintenance within the CDD

Lawn Maintenance:

Regular maintenance will be shifted to our biweekly maintenance schedule.

Irrigation:

The irrigation team performed their irrigation inspection and made repairs as normal.

Trimming and Weed Control:

Regular Detail will be shifted to our biweekly maintenance schedule.

Casey Hellman

Floralawn





Customer:

Union Park East CDD 1549 Bering Rd Wesley Chapel, FL 33543

Proposal

Date: 9/30/2025 Work Order #18608

PO#

Property:

Union Park East CDD 1549 Bering Rd Wesley Chapel, FL 33543

Plant Removal and Installation

The Middle Islands across from the amenity center are old and in decline. There are also quite a few plants missing

Install and finish new plants in place of the old, while keeping the pattern

Disposal



Plant replacement

Bed Prep and Plant Removal and Plant Installation

Items	Quantity	Unit
Landscape Removal	10.00	Hr
Dwarf Red Ixora - Installation	40.00	3 Gal
Disposal	0.10	ea
Arboricola - Installation 3 gal	30.00	3 Gal

Irrigation Repair and Modification

PROJECT TOTAL:

\$2,368.60

Terms & Conditions

Special Instructions/Remarks: Floralawn, Inc. is not responsible for any damage to driveways or walk that are in poor condition prior to start of work. Floralawn will also not be responsible for any damage to septic tanks or underground utilities that are not previously identified by the Owner or marking service.

We hereby propose to furnish labor and materials, complete in accordance with the above specifications for the sum of: ----- (\$2,368.60), with payments to be made as follows: (Amounts under \$500.00 will need to be paid in full) 50% deposit to begin job with the balance due upon completion.

Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned. Start of the work described in proposal will commence within 4 weeks upon signature of proposal.

Ву		Ву			
	Casey Hallman				
Date	9/30/2025	Date			
	Floralawn	Union Park East CDD			





Customer:

Union Park East CDD 1549 Bering Rd Wesley Chapel, FL 33543

Proposal

Date: 9/30/2025 Work Order #18611 PO #

Property:

Union Park East CDD 1549 Bering Rd Wesley Chapel, FL 33543

Oak Tree Replacement

Sod in decline at the road of the Amnity Center at Berring

Install and furnish

Disosal





Plant replacement

Bed Prep and Plant Removal and Plant Installation

Items	Quantity	Unit
Disposal	0.50	ea
Sod removal w/ L (per 100 SQFT)	16.00	ea
St Augustine Grass - Furnish and Installation	1,600.00	sqft

Irrigation Repair and Modification

Irrigation work could total +/-20% of total cost of project.

\$3,819.44

Terms & Conditions

Special Instructions/Remarks: Floralawn, Inc. is not responsible for any damage to driveways or walk that are in poor condition prior to start of work. Floralawn will also not be responsible for any damage to septic tanks or underground utilities that are not previously identified by the Owner or marking service.

We hereby propose to furnish labor and materials, complete in accordance with the above specifications for the sum of: ----- (\$3,819.44), with payments to be made as follows: (Amounts under \$500.00 will need to be paid in full) 50% deposit to begin job with the balance due upon completion.

Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned. Start of the work described in proposal will commence within 4 weeks upon signature of proposal.

Ву		Ву
	Casey Hallman	
Date	9/30/2025	Date
-	Floralawn	Union Park East CDD





Proposal

Date: 11/11/2025 Work Order #19049

PO #4319

Customer:

Union Park East CDD 1549 Bering Rd Wesley Chapel, FL 33543

Property:

Union Park East CDD 1549 Bering Rd Wesley Chapel, FL 33543

Mulch

Install and Furnish Mulch for UPE CDD

PINE BARK MULCH

Pine Bark Mulch

ItemsQuantityUnitPine Bark Mulch - Installation139.00cuyd

PROJECT TOTAL: \$8,340.00

Terms & Conditions

Special Instructions/Remarks: Floralawn, Inc. is not responsible for any damage to driveways or walk that are in poor condition prior to start of work. Floralawn will also not be responsible for any damage to septic tanks or underground utilities that are not previously identified by the Owner or marking service.

We hereby propose to furnish labor and materials, complete in accordance with the above specifications for the sum of: ----- (\$8,340.00), with payments to be made as follows:

50% Deposit with the Remaining Balance Due Upon Completion with a signed proposal.

Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Floralawn offers a one year warranty on live plant material outside of acts of God and damage caused from wildlife. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Ву		Ву
	Casey Hallman	
Date	11/11/2025	Date
	Floralawn	Union Park East CDD

Field Operations Report
for
Union Park East
Community Development
District
November 2025

- Clubhouse.
 - Fans have been purchased for the back patio.
 - Installation will occur the week of the 24th.
 - Searching for a reasonable installation price.
 - Bathroom partition top bar will be installed the week of the 17th.
 - Inspected sinks for leaks.
 - None observed.
 - Met with Mr. Ramirez on site to discuss purchasing new lights at the clubhouse entrance.
- Pool/Court Rules.
 - Signs have been made; installation will happen the week of the 24th.
- Fountains
 - Blue Water Aquatics is diagnosing fountains/Lights in pond N and H.
- Mailbox Numbers.
 - Completed.
- Street Signs.
 - Roamner is in the finishing stages of installing all the signs/poles that need to be fixed.
 - Date stickers for the back of the signs will be done by the week of the 24th.
 - During my drive around to inspect the work that has been performed, we have found additional signs that either needed straightening or new signs that were missed from the original proposal.

- Patio Furniture Repair.
 - Completed.
- Pool Deck Tables.
 - I have asked the Outdoorsiness for the tracking on this. It has not been shipped yet and will receive tracking when it is finally shipped.
- Bridge Decking.
 - Inspected when I was on-site. No further damage was observed.
- Pressure washing.
 - Will is working on getting us scheduled accordingly.
- Gym Equipment.
 - 1 Repair is left to be completed.
- Landscaping.
 - Casey's team has braced any leaning trees.
 - Discussed looking into products to help with the water rust stains on the street.
 - Proposals to replace any bushes along the main road.
- Pond Skimmers.
 - Inspected pond skimmers for any issues.
 - Loose bolts.
 - Blockage.
- QR Code.
 - QR codes will be installed on the white posts that were installed.
 - CDD Maintenance Request.
 - More integration to come in the future.



Area with Rust/Iron staining.



Pond N







Pond O







Washouts on Pond Sump 10







Pond L





















Clubhouse Greenspace.







While looking for any issues, I noticed that this box was unplugged.
Which could be 1 or many issues with the lights.

Meeting with an electrician to ensure there are no issues with the power or wiring to the Clubhouse lights before moving forward with purchasing



THANK YOU

Michael Bush

Mbush@VESTAPROPERTSERVICES.COM





QUOTE #323

SENT ON:

Oct 30, 2025

RECIPIENT:

Union Park East

Thonotosassa, FL

SENDER:

Coastal Courts

2172 Platinum Road Unit J Apopka, Florida 32703

Phone: 407-822-9955

Email: estimating@coastalcourts.com Website: www.coastalcourts.com

Product/Service	Description	Qty.	Unit Price	Tota
Construction of double pickleball court	- Remove and dispose of 7" of dirt/grass clippings.	1	\$50,000.00	\$50,000.00
	- Install 6" of DOT base material, laser graded, rolled and compacted to 95% compaction. 64x64			
	-Install 1.5" of SP-9.5 hot mix asphalt, rolled and compacted with 1" of fall every 10'. *allow 30 days of curing before applications of paint			
	- Furnish and install 256LF of 4' tall, 1.75" mesh, vinyl coated chain link with top rail, bottom tension wire, and 2ea man gates.			
	- Furnish and install 2ea set of pickleball net sleeves and post in 2'x2'x2' concrete footing. Pickleball net post will be 2 7/8" diameter, 12-guage powder coated galvanized steel, external winder.			
	- Power wash and/or Machine sand the court(s) to remove dirt, mildew, minor imperfections, and raised crack edges.			
	- Flood the court(s) and patch all areas holding water to 1/8 of an inch tolerance after one hour of draining.			
	Squeegee two coats of sand filled acrylic resurfacer over the entire surface.			
	-Squeegee two coats of sand filled acrylic color over the entire surface. Colors to be chosen.			
	- Stripe for 2ea pickleball courts, all game lines will be 2" wide, using two coats of textured line paint according to ASBA.			
	- Hang 2ea new signature pickleball nets.			



QUOTE #323

SENT ON:

Oct 30, 2025

Product/Service	Description	Qty.	Unit Price	Total
				Not included
Fence around court		1	\$16,200.00	\$16,200.00
	Furnish and install 256LF of 8' tall black or green vinyl coated chain link fence with top rail, bottom tension wire and 1ea 4' gate.			
				Not included
Base and pave road extension	- Remove and dispose of 7" of dirt/grass clippings.	1	\$48,500.00	\$48,500.00
CALCHISIOTI	- Install 6" of DOT base material, laser graded, rolled and compacted to 95% compaction. 21 x 100			
	-Install 1.5" of SP-9.5 hot mix asphalt, rolled and compacted			
	- set forms and pour valley curb at edges to match existing.			
				Not included
Sidewalk construction	Set forms and pour 5 foot wide walkway 4 inches deep with 3000PSI concrete per plan	1	\$9,000.00	\$9,000.00
				Not included
Construction of parking lot	- Remove and dispose of 7" of dirt/grass clippings.	1	\$24,600.00	\$24,600.00
	- Install 6" of DOT base material, laser graded, rolled and compacted to 95% compaction. 34x64			
	-Install 1.5" of SP-9.5 hot mix asphalt, rolled and compacted			
	- Stripe area for three parking stalls and one handicap stall			
	- Install one handicap sign			
	- Install four wheel stops			

Total

\$50,000.00





QUOTE #323

SENT ON:

Oct 30, 2025

Reviews

Rebecca Rutledge



I am a Property Manager and used Coastal Courts to redo a tennis court in one of my Associations. They were AMAZING!! The end result brought back life to years of deterioration, and the entire community and Board of Directors is very pleased with how it turned out. Rob and Nick are wonderful to work with. Midway through the project we had to adjust the plan, and they came in with their expertise and guidance that really did make a huge difference. I HIGHLY recommend this company and will be using them in the future for any other projects I may ...

Kevin Thoni



Angela Huebner



Coastal Courts did an amazing job creating our tennis/pickleball court. Nick was very professional and always communicated with us answering any questions we had. His team, Justin and Jay were great as well. Overall, we are extremely happy with our experience and would highly recommend them.

CONDITION OF SALE:

- This quote is valid for the next 30 days, after which values may be subject to change.
- Permits are not included.
- All labor is open shop, court must be accessible with heavy equipment, customer must provide a water source to flood court(s) and mix materials.
- Work can only be completed under acceptable weather conditions. Customer must turn off all sprinklers systems that may cause water to fall upon court(s).
- Coastal Courts is not responsible for damage to vegetation, driveways, sidewalks, curbs, or irrigation systems.
- -Coastal Courts guarantees workmanship and material for one year after completion date. This guarantee excludes normal wear and tear, physical abuse or neglect, and any other condition beyond our control such as subbase settling, structural cracks, hydrostatic pressure, water vapor pressure bubbles, and intrusion of weeds or insects. Please note: As asphalt sport court age and weathers, it oxidizes, shrinks, and hardens, making it less flexible and more prone for cracks to reappear and new cracks to form. Coastal Courts does not warranty any new appearing or existing cracks reappearing. Cracks develop on sports courts for several reasons, below are the most common:
- * Asphalt expands and contracts with temperature fluctuations, causing new cracks to appear and old cracks to reappear, most common in colder months.
- * Loss of oils in asphalt causing the asphalt to dry out and be less flexible
- * Changes in base stability, causing a crack reflecting through the surface.

PAYMENT TERMS

1. New Construction and Reconstruction Projects:

A 35% deposit is required to secure materials and schedule the project. A 35% progress payment will be due upon substantial completion of the asphalt or concrete and or fence phase, and the remaining 30% final payment will be due upon project completion.

2. Resurfacing Projects:

A 50% deposit is required prior to scheduling and mobilization. The remaining 50% balance will be due upon completion



QUOTE #323

SENT ON:

Oct 30, 2025

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Please Note: All deposits are non-refundable on	ce materials have been	ordered or work has comr	nenced. Payment must be
made according to the schedule above to avoid	project delays.		· ·

Signature: _____ Date: _____



EXHIBIT 13



Services Proposed For: Lighthouse Engineering

Union Park East Internal RO#: RO 36385 1549 Berina Rd

Wesley Chapel, FL 33543

Driver for Corrective Action









Function / Customer Request; Erosion and instability were observed along several pond berms within the property.

Summary of Issues

AQUALIS has been requested by Lighthouse Engineering to perform erosion remediation and slope stabilization services within the Union Park East community, located in Wesley Chapel, Florida. Engineering remediation plans and site exhibits identify five (5) distinct erosion areas distributed across three (3) ponds specifically, three locations at Pond H, one location at Pond K, and one location at Sump 10.

The eroded areas are located primarily along pond berm slopes and require excavation, grading, fill placement, filter fabric, and vegetative stabilization to restore intended contours and prevent future sediment displacement.

Root Cause

Erosion of pond embankments due to surface runoff and slope instability.

Scope of Work

Mobilization & Site Preparation

- Mobilize all equipment, labor, and materials to the site.
- Install barricades, signage, and best management practices (BMPs) to ensure public safety and protect adjacent vegetation and infrastructure.
- Establish work zone boundaries and traffic controls as needed.
- Perform utility locates prior to any excavation activity.
- Coordinate all site access and staging with the property management team.



Scope of Work cont'd

Pond H - Three (3) Erosion Areas

- Excavate each identified erosion area to remove loose soil, vegetation, and unstable material.
- · Backfill using clean compacted fill to restore grade consistency with the surrounding berm.
- Install filter fabric (approx. 200 sq. ft.) prior to final grading.
- Shape slopes to uniform 3:1 gradient as shown in engineering drawings.
- Sod disturbed areas with St. Augustine or approved equivalent turfgrass.
- Maintain erosion control measures until final vegetative stabilization is achieved.

Pond K - One (1) Erosion Area

- Excavate and regrade the slope failure per engineering remediation exhibit.
- Install geotextile fabric (approx. 504 sq. ft.).
- Place compacted fill (approx. 1,512 cu. ft.) to restore uniform slope to 3:1 grade.
- Install and key in rip-rap (approx. 450 cu. ft.) over new fabric.
- Sod adjacent disturbed areas (504 sq. ft.) with St. Augustine or approved equivalent.
- Match existing contours to promote positive drainage toward the pond.

Sump 10 - One (1) Erosion Area

- Address three small berm depressions as identified in remediation plan.
- Excavate, install filter fabric (~65 sq. ft.), and place clean compacted fill (~187 cu. ft.).
- Regrade to match adjacent slopes and stabilize with sod (~65 sq. ft.).
- Verify all repaired areas drain uniformly and tie into existing vegetation.

Special Project Notes

This proposal is valid for 30 days*



Total Price: \$ 22,258.00

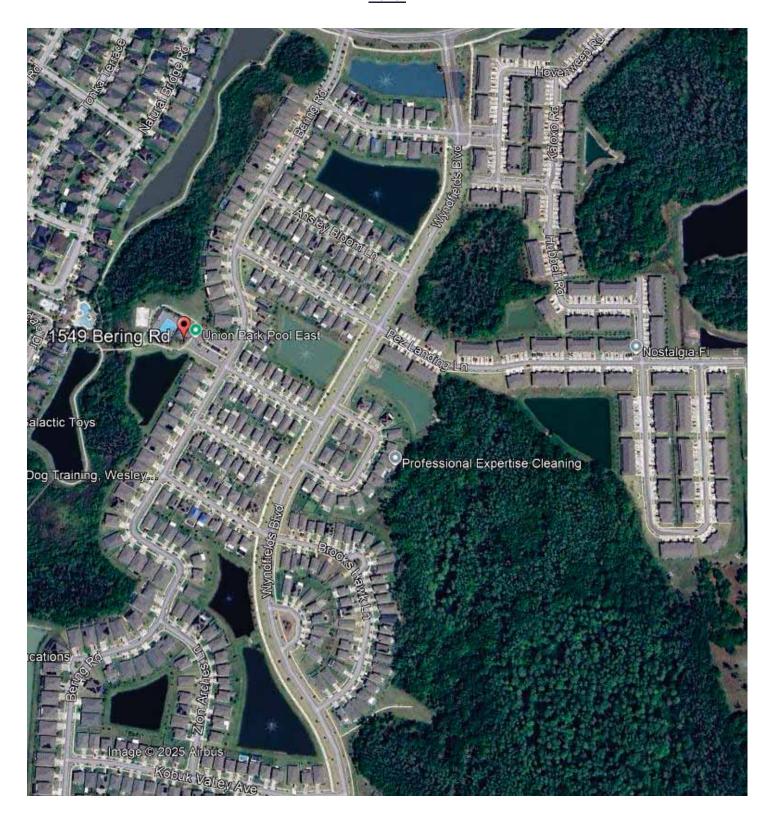
This Work Order is issued pursuant to that certain Master Services Agreement, by and between New Restoration and Recovery Services, LLC d/b/a AQUALIS and the Client, dated 11/12/2025 (the "Agreement"). Capitalized terms used and not defined in this Work Order shall have the meaning set forth in the Agreement.

This scope of work is confidential to AQUALIS, Lighthouse Engineering, and their respective representatives. Without the prior written consent of AQUALIS, Lighthouse Engineering shall not, and shall not permit any of its representatives to, disclose to any person: (a) the existence or contents of this scope of work; (b) the fact that investigations, discussions, or negotiations are taking or have taken place concerning a transaction by AQUALIS and Lighthouse Engineering, including the status thereof; or (c) any terms, conditions, or other matters relating to this scope of work.

Signed		Date	
3	Lighthouse Engineering authorized signature		
Signed		Date	
	AQUALIS authorized signature		

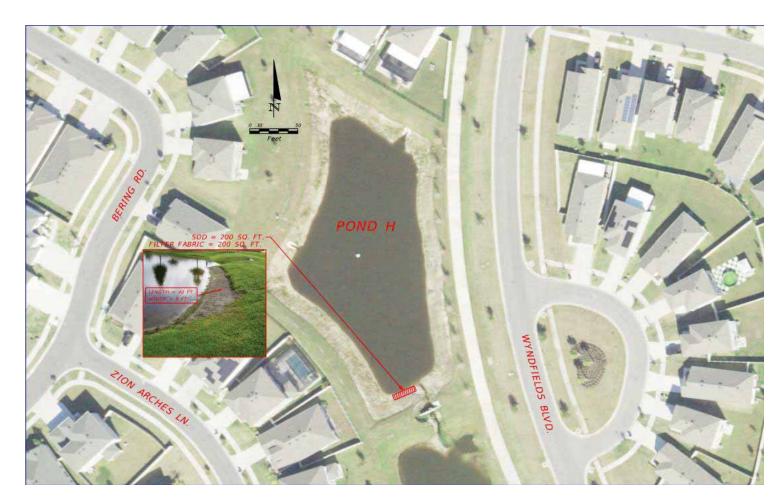


<u>Aerial</u>



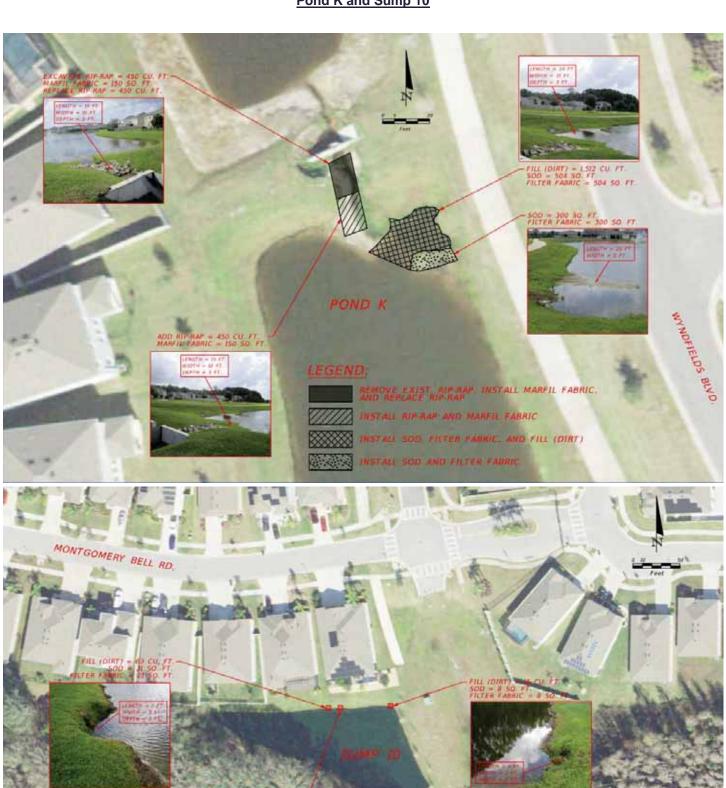
AQUALIS

Pond H





Pond K and Sump 10



MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "Agreement") is effective as of November 12, 2025 (the "Effective Date"), by and between New Restoration and Recovery Services, LLC d/b/a AQUALIS and Lighthouse Engineering (the "Client").

- 1. WORK. AQUALIS shall perform certain Work for Client (the "Work") as set forth in one or more work orders or proposals in the form of the Proposals hereto (each a "Work Order"). All Work Orders issued under this Agreement and all Work performed pursuant to Work Orders shall be subject to the terms of this Agreement and any conflict in terms shall be resolved in favor of the Work Order. Client may, upon written agreement by AQUALIS, request AQUALIS to make changes in the scope of the Work, provided that if any requested changes cause an increase in the cost or time required for the performance and delivery, Client shall execute an agreement, in form and substance satisfactory to AQUALIS, providing for an equitable adjustment in the compensation payable for the Work and the time for its performance and delivery. This includes additional costs as related to unforeseen permits, fees and changes in required coverages.
- 2. <u>ACCESS AND AUTHORIZATION.</u> Client shall provide AQUALIS with all necessary access to the area(s) in which the Work is to be performed. Unless otherwise specified, Client warrants that it has obtained (or will obtain prior to performance of the Work) all necessary permits, licenses, consents and authorizations required in connection with the performance of the Work. Delays related to Client's change in schedule or delays in obtaining access to the property or required documentation, authorizations or permits, in each case, may result in additional fees.
- 3. STANDARDS; WARRANTY. AQUALIS will perform the Work in a competent, professional manner in accordance with the customary standards of performance of the industry. Unless otherwise specified in the applicable Work Order, AQUALIS warrants that the Work will be free from material defects in parts and workmanship for a period of one (1) year from the date of completion of the Work. AQUALIS does not represent or warrant to Client that the Work performed and/or reports delivered hereunder will achieve any results for Client, other than as expressly set forth in this section or in the Work Order and AQUALIS hereby disclaims all other warranties, express or implied. Client agrees to defend, indemnify and hold AQUALIS harmless from and against any and all damages, delays, costs, injuries or death associated with any subterranean structures or utilities that were not called to the attention of AQUALIS and correctly shown on the plans furnished to AQUALIS.
- TERM; TERMINATION. This Agreement will become effective on the Effective Date and will continue until terminated in accordance with this Agreement. Either party may, at any time, terminate any Work Order or this Agreement, in whole or in part, for any reason or no reason at all, upon thirty (30) calendar days' prior written notice to the other party. Termination of this Agreement in its entirety will, automatically and without further notice, be deemed a termination of all outstanding Work Orders unless otherwise specifically stated in the applicable termination notice. Subject to the terms of this Agreement. Each party shall also have the right to terminate this Agreement or any Work Order, or any portion thereof effective immediately upon delivery of a termination notice (or at such future date as may be set forth in such termination notice), if the other: (i) materially violates any of the terms or provisions of this Agreement and such violation, if of a type that can be cured, is not cured within fourteen (14) business days of written notice of such violation, or (ii) becomes insolvent or declares bankruptcy, or the terminating party reasonably believes the non-terminating party is reasonably likely to become insolvent, declare bankruptcy, or be subject to any other similar proceedings or otherwise fail to timely pay any amounts owed in accordance with the terms of this Agreement or the applicable Work Order.

- 5. PAYMENT. Payment for the Work shall be made by Client in accordance with and at the times set forth in the applicable Work Order. Unless otherwise stated on applicable work order, payment terms shall be 15 days for preventative maintenance and inspection work or 30 days for repair, vac, hydro-excavation and CCTV work, from date of service. The provisions of this Section 5 and the payment provisions of the applicable Work Order(s) shall survive any expiration or termination of this Agreement.
- **INDEMNIFICATION.** To the fullest extent allowed by law, Client shall defend, indemnify, and hold harmless AQUALIS and its affiliates, and its and their respective officers, directors, managers, agents, employees, consultants, independent contractors, advisers, partners, joint ventures, representatives, successors and permitted assigns (collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, judgments, obligations, claims, demands, losses, causes of action, settlements, deficiencies, assessments, awards, expenses, fines, costs, and penalties, including, without limitation, court costs and attorneys' fees, consultants' fees, and other fees and disbursements incident thereto of any nature whatsoever (whether based on tort, breach of contract, product liability, patent, copyright, or other proprietary rights infringement, or otherwise) (collectively "Losses"), arising directly or indirectly from or out of: (i) any act or omission of Client and/or its affiliates and its and their respective officers, directors, managers, agents, employees, consultants, independent contractors, advisers, partners, joint ventures, representatives, successors and permitted assigns (each a "Client Party", and collectively the "Client Parties"); (ii) any failure of any Client Party to obtain any necessary permits licenses, consents or authorizations to be obtained by Client in accordance with this Agreement; or (iii) any other failure of Client or any other Client Party to comply with the terms of this Agreement (including any Work
- 7. <u>LIMITATION OF DAMAGES.</u> Except as set forth in Section 2 and Section 3, in no event shall either party be liable to the other in contract or tort, including negligence and strict liability, for consequential, incidental, punitive, indirect, or special damages of any kind or character, including, without limitation, any delay damages, lost opportunity damages or lost revenues/profits, incurred by Client or its affiliates, customers, agents, or employees in connection with this Agreement. In no event shall AQUALIS be liable to any person for damages in excess of the aggregate amount paid by Client to AQUALIS under the applicable Work Order.
- **8.** <u>INDEPENDENT CONTRACTOR</u> It is understood and agreed that AQUALIS is acting as an independent contractor in the performance of the Work. Nothing herein contained shall be deemed to create an employment, agency, partner, or joint venture relationship between AQUALIS and Client.
- 9. NON-SOLICITATION OF EMPLOYEES. During the term of this Agreement, and for a period of two (2) years thereafter, Client shall not, directly or indirectly, for the Client's own benefit or for the benefit of others, solicit for hire as an employee, consultant or otherwise any of personnel of AQUALIS who have performed services under this Agreement, without the express written consent of AQUALIS.

- CONFIDENTIAL INFORMATION. Client agrees to keep the specific terms and conditions of this Agreement confidential and not to disclose such information to any other person or entity and such terms and conditions of this Agreement shall be included in the term "Confidential Information" (defined below). Client may, during the course of Client's engagement hereunder, have access to, and acquire knowledge of or from, materials, data, strategies, systems, or other information relating to AQUALIS, or its parents, related, affiliated or subsidiary companies, which may not be accessible or known to the general public (the "Confidential Information"). Any such knowledge acquired by Client shall be kept confidential and shall not be used, published, or divulged by Client to any other person, firm, or entity, or in any advertising or promotion regarding Client or the Work, or in any other manner or connection whatsoever, without first having obtained the prior written permission of AQUALIS, which permission AQUALIS may withhold in its sole discretion. The provisions of this Section 10 shall survive the expiration or termination of this Agreement.
- 11. NOTICES. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (i) upon confirmation of facsimile or delivery of email, (ii) one (1) business day following the date sent when sent by overnight delivery and (iii) five (5) business days following the date mailed when mailed by registered or certified mail return receipt requested and postage prepaid at the following address:

If to AQUALIS:

New Restoration and Recovery Services, LLC d/b/a AQUALIS 630 Davis Dr., Ste 160 Morrisville, NC 27560

Attention: Richard Matero, Chief Executive Officer

Email: rmatero@aqualisco.com

If to the Client, to the address set forth on the signature page hereto.

Either party may change its respective address for notice by providing the other party with written notice of such change in accordance with this <u>Section 11</u>.

12. ASSIGNMENT; AMENDMENT; BENEFTT; BINDING EFFECT. Except as provided in this paragraph, neither party shall assign this Agreement, any Work Order, or any interest in them without the other party's prior written consent, which will not be unreasonably withheld or delayed; provided, however, that AQUALIS, in its sole discretion and without Client's consent, may assign this Agreement or Work Order to a subsidiary, affiliate or lender. This Agreement (including all Work Orders) shall inure to the benefit of, and be binding upon, the parties to this Agreement and their respective successors and permitted assigns. No modification of this Agreement shall be valid or binding unless such modification is in writing, duly signed by both parties.

- 13. GOVERNING LAW. This Agreement and the rights and obligations of the parties shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of North Carolina (without giving effect to its choice of law or conflict of laws principles).
- **14. WAIVER OF JURY TRIAL.** Client and AQUALIS irrevocably waive their respective rights to trial by jury on any action, proceeding, or counterclaim, whether at law or in equity, brought by either Client or AQUALIS.
- **15. SURVIVAL OF PROVISIONS.** The expiration or termination of this Agreement or any Work Order shall not affect the provisions, and the rights and obligations set forth therein, which either (i) by their terms state or evidence the intent of the parties that the provisions survive the expiration or termination, or (ii) must survive to give effect to the provisions.
- 16. <u>COUNTERPARTS.</u> This Agreement and any Work Orders may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. This Agreement and any Work Orders may be executed by one or more parties using an electronic signature, which the parties agree shall be binding for all purposes and shall constitute an original signature.
- 17. NON-WAIVER. If either party fails to give notice or enforce any right under this Agreement, or any Work Order, the failure shall not constitute a waiver of the right, unless the parties reduce the waiver to writing and the waiving party signs the writing. If a party waives its right in writing, the waiver shall not constitute a waiver of any other right or of a subsequent violation of the same right.
- 18. EXCUSE OF PERFORMANCE. No liability for breach of this Agreement will result from a reasonable delay in performance or nonperformance caused by circumstances beyond the reasonable control of the party failing to perform or whose performance is delayed including, but not limited to, war, governmental regulations or control, insurrection, pandemics, riot, fire, explosion, flood, sabotage, inability to obtain any material or Work, acts of God, or any other cause beyond the reasonable control of the party failing to perform or whose performance is delayed.
- 19. AUTHORITY; NO THIRD PARTY BENEFICIARIES. The parties each represent that the individuals executing this Agreement have the authority to bind the entities on behalf of which they sign. The rights and remedies of each party are cumulative and not exclusive of any rights and remedies which that party would otherwise have at law or in equity. No third party beneficiaries are created by this Agreement or Work Order, except for the Indemnified Parties. To the extent allowed by law; if any provision of this Agreement or Work Order is determined by law to be unenforceable, the remainder may be enforced.
- **20.** ENTIRE AGREEMENT. This Agreement (including all Work Orders) contains the entire agreement of the parties, and all prior communications, oral or written, are without any force and effect as it is the specific intent of the parties that this Agreement (including all Work Orders) alone sets forth the terms on which the parties have mutually agreed.

{Signatures on following page(s)}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

NEW RESTORATION AND RECOVERY SERVICES, LLC D/B/A AQUALIS

By:
Name: Richard Matero
Title: Chief Executive Officer
CLIENT
Lighthouse Engineering
n.
By:
Name:
Title:
Client Address for Notices:

EXHIBIT 14

Blue Water Aquatics, Inc.

5119 State Road 54
New Port Richey, FL 34652
(727) 842-2100
office@bluewateraquaticsinc.com
www.bluewateraquaticsinc.com



Estimate

ADDRESS

Union Park East CDD c/o Vesta District Services 250 International Parkway, Suite 208 Lake Mary FL 32746 ESTIMATE ER-2025-1125
DATE 10/20/2025

AMOUNT	RATE	QTY	DESCRIPTION	DATE	DATE
11,289.58	11,289.58	1	See attached for Scope of Work	Erosion Control Installation	
11,289.58			SUBTOTAL	Pond K erosion remediation.	Pond K erosi
0.00			TAX	5 year warranty against failure.	5 year warra
\$11,289.58			Ι() Δ	Please note: this is a preliminary ESTIMATE not a final in	

Please note: this is a preliminary ESTIMATE not a final invoice. Parts and materials required for the job will be ordered only after the estimate has been approved and any necessary deposits have been received.

Work order will be dispatched once all required items are in hand.

Accepted By

Accepted Date



Estimate #ER-2025-1125

Issue Date: Oct 21, 2025



Business Info

Blue Water Aquatic, Inc. chris@bluewateraquaticsinc.com 5119 SR54 New Port Richey, FL +17278422100

Project Breakdown

Excavation and Material Handling:

- Excavate 450 cubic feet of existing limestone Rip-Rap from pond edge
- · Operate excavator to carefully remove existing Rip-Rap while preserving site integrity
- · Temporarily stockpile excavated Rip-Rap on site for reuse
- Place 55 cubic yards (1,485 cubic feet) of fill dirt in designated areas
- Handle and position new 450 cubic feet of Class B limestone Rip-Rap (12-18 inches)
- Ensure proper placement and stability of all materials
- Grade and level areas for proper drainage and aesthetics

Fabric Installation and Sodding:

- Install 150 square feet of Marfil fabric where existing Rip-Rap was removed
- Install additional 150 square feet of Marfil fabric in new Rip-Rap area
- Install 504 square feet of filter fabric in fill dirt area
- · Install additional 300 square feet of filter fabric in sodding area
- Lay 504 square feet of standard grade St. Augustine sod over fill dirt area
- Install additional 300 square feet of St. Augustine sod in designated area
- Ensure proper overlapping of fabric sections to prevent erosion
- · Properly secure all fabric with stakes or pins as needed
- Water and roll new sod to ensure proper establishment

Costs Table

Subtotal	\$11,289.58
Total	\$11,289.58

Notes





Fabric, Sod With 504 Sqft Of St. Augustine. Sod Additional 300 Sqft And Lay 300 Sqft Of Filter Fabric

Disclaimer

This estimate is valid for 30 days. Prices are subject to change based on material availability, market conditions, project specifications, and other factors.

Blue Water Aquatics, Inc.

5119 State Road 54
New Port Richey, FL 34652
(727) 842-2100
office@bluewateraquaticsinc.com
www.bluewateraquaticsinc.com



Estimate

ADDRESS

Union Park East CDD c/o Vesta District Services 250 International Parkway, Suite 208 Lake Mary, FL 32746

Work order will be dispatched once all required items are in hand.

ESTIMATE ER-2025-1140

DATE 10/21/2025

EXPIRATION DATE 12/21/2025

DATE		DESCRIPTION		QTY	RATE	AMOUNT
	Erosion Control Installation	(Key trenched edge). Cover	. FT. of 8oz filter fabric - top and bottom burried with 200 SQ. FT. of like stine or Bahia).	1	1,000.00	1,000.00
Pond H erosion r	remediation		SUBTOTAL			1,000.00
	is a preliminary ESTIMATE not a		TAX			0.00
	als required for the job will be ord en approved and any necessary	,	TOTAL			\$1,000.00

Accepted By

Accepted Date



Blue Water Aquatics, Inc.

5119 State Road 54
New Port Richey, FL 34652
(727) 842-2100
office@bluewateraquaticsinc.com
www.bluewateraquaticsinc.com



Estimate

ADDRESS

Union Park East CDD c/o Vesta District Services 250 International Parkway, Suite 208 Lake Mary, FL 32746

Work order will be dispatched once all required items are in hand.

ESTIMATE ER-2025-1141

DATE 10/21/2025

EXPIRATION DATE 12/21/2025

DATE		DESCRIPTION		QTY	RATE	AMOUNT
	Erosion Control Installation	(Key trenched edge). Machir	FT. of 8oz filter fabric - top and bottom burried ne place 187 CU FT of fill n 200 SQ. FT. of like sod or Bahia).	1	4,200.00	4,200.00
Sump 10 Erosion	n Remediation		SUBTOTAL			4,200.00
	is a preliminary ESTIMATE not a		TAX			0.00
	ials required for the job will be orde en approved and any necessary d	,	TOTAL			\$4,200.00

Accepted By

Accepted Date





EXHIBIT 15



ESTIMATE

Shoreline Restoration Repair

SOLitude Lake Management 1320 Brookwood Drive, Suite H Little Rock, AR 72202 888.480.LAKE www.solitudelakemanagement.com

PROJECT NAME: SOLitude Contact: Jason Diogo

Union Park East - Erosion Bid 813-462-8471

jason.diogo@solitudelake.com

LOCATION: Estimate Date: November 11, 2025

1549 Bering Road, Wesley Chapel, FL 33543 Expires On: January 11, 2026

Grand Total (USD): \$48,689.00

PRODUCT / SERVICE

Repair eroded shoreline to create a Bioengineered Living Shoreline to stop future erosion and stabilize the shoreline

- Estimated area to be repaired: 174 linear feet, and 1,548 square feet
- Installation of geotextile erosion repair system (SOX Erosion Solutions™, Filtrexx® or similar) anchored into firm ground
 - o Includes:
 - Geotextile, technical grade mesh material with rip-stop technology
 - Wooden stakes, diamond braid rope and/or steel anchors as required
- Geotextile mesh system will be filled with imported fill as required
- Sod installation INCLUDED once the system is installed

SPECIAL PROJECT / SITE NOTES

- Pond H: 40' x 6' SOX to repair and stabilize shoreline. Fill and sod will not keep the shoreline secure, so we have quoted SOX.
- Pond K: 15' x 10' x 3' Riprap and underlayment replacement for culvert, and 44' x 12' SOX for washout area next to culvert. Fill and sod will not keep the shoreline secure, so we have quoted SOX for the washout.
- Sump 10: 90' x 12' SOX to repair three washouts along the shoreline. Fill and sod will not keep the shoreline secure, so we have quoted SOX for the washouts.

CUSTOMER RESPONSIBILITIES

- Customer is responsible for securing and/or cost of any necessary permits
- Marking sprinkler heads, irrigation intakes or other structures, otherwise SOLitude will not be responsible for damages to unmarked equipment or structures
- Identify access points and staging areas for equipment and for fill delivery and storage during the project
- Watering/irrigating new sod, seed or plantings immediately following installation to ensure survival of living shoreline

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SŌLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SŌLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



ESTIMATE

Shoreline Restoration Repair

SOLitude Lake Management 1320 Brookwood Drive, Suite H Little Rock, AR 72202 888.480.LAKE www.solitudelakemanagement.com

WARRANTY

- Geotextile material is warrantied for five (5) years
- The labor warranty for any manual adjustments needed is for one (1) year
- The warranties do not cover damage to material due to 'acts of God' such as floods, hurricanes or other catastrophic events, vandalism or theft.
- Lack of healthy sod, grass or plant cover due to insufficient watering/irrigation will void the warranties. This is a bioengineered living wall system that must be adequately watered

ACCEPTANCE OF ESTIMATE

- Customer signature to this non-binding estimate, gives SOLitude's operations team approval to access the property to conduct a site survey to verify site conditions, equipment access and other project logistics.
- Following the operations site survey, a formal contract document will be forwarded for signature. Any adjustments to
 the project cost will be made prior to submitting the formal contract and will be discussed with the Customer at that
 time.

Signature			
Signature			
Signature		Date	gnature

Notes / Terms

This estimate is for the work scope and materials as described above. Modifications, additionals or inclusions will be at an additional cost to the customer.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SŌLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SŌLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

EXHIBIT 16

From: Jordan Gibson < jmgibson08@yahoo.com > Sent: Wednesday, November 5, 2025 1:17 PM

Subject: Re: Subject: Request to Acquire and Maintain "Tract A – Common Area" Adjacent

to Lot 66

Good afternoon Heath,

Thank you again for the quick response and for sending someone out to inspect the irrigation system — we truly appreciate how promptly you've addressed our inquiry.

As a next step, we'd like to respectfully ask if the **CDD would be open to working with us on a formal property line adjustment** for the small portion of *Tract A – Common Area* adjacent to our lot (Block 1 Lot 66).

We intend to handle this entirely in cooperation with the District and in full compliance with Pasco County's requirements. If the CDD is agreeable, we'll take care of all necessary steps, including:

- Providing an updated boundary survey and legal description prepared by a licensed surveyor.
- Submitting a lot line adjustment application to Pasco County Planning & Development once CDD approval is confirmed.
- Covering any associated fees or administrative costs incurred during the process.

We understand this property is currently held as common area, and we want to make sure everything is done correctly, transparently, and with the CDD's full consent before proceeding.

Thank you again for your time and responsiveness — we truly appreciate your partnership in helping us resolve this in a way that benefits both the homeowner and the community.

If this sounds like something we can get approval for, we would like to proceed.

Please let me know if there are any questions or issues. Thank you.

Photo Attached.

Jordan Gibson



On Tuesday, November 4, 2025 at 01:31:41 PM EST, Heath Beckett hbeckett@vestapropertyservices.com> wrote:

Good afternoon, Sonia

Thank you for sending this over. I need to do some research on this. Please allow me a little time to do this and I will get back with you.

If you have any other questions in the meantime, please let me know.

Thanks,

Heath Beckett

District Manager

P. 321.263.0132 x536

Vesta District Services

250 International Pkwy Suite 208, Lake Mary, FL 32746

www.VestaPropertyServices.com

From: Sonia Gibson < sonia.gibson09@gmail.com>

Sent: Tuesday, November 4, 2025 10:35 AM

Subject: Subject: Request to Acquire and Maintain "Tract A – Common Area" Adjacent to

Lot 66

Good morning!

I hope you're doing well. I'm reaching out regarding the parcel labeled "Tract A – Common Area", which is located directly adjacent to my property, Block 1 Lot 66.

At the time of my home purchase, I was informed that this section was part of my property. I've since learned that it's actually designated as a common area. Since moving in, I've been maintaining this section: mowing, trimming, and keeping it clean, so that it stays in good condition and blends with my yard.

Additionally, my irrigation system extends all the way to the sidewalk, meaning I've been watering and paying for the water usage on this area since 2019. Because of this, I'd like to formally request information on the possibility of acquiring or incorporating this portion of Tract A into my property.

If that is not possible, I would like to discuss reimbursement for the costs associated with watering and maintaining the common area over the past several years.

Due to this ongoing issue, I have also been delaying the installation of a fence. I kindly ask that you respond promptly so I can move forward with my property plans.

Thank you for your time and understanding. I look forward to hearing back from you soon.

respectfully,

Sonia Jacqueline Gibson Lot 66 33287 Sand Creek Dr



EXHIBIT 17

RESOLUTION 2026-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNION PARK EAST COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3)(A)2.C., FLORIDA STATUTES AND INSTRUCTING THE PASCO COUNTY SUPERVISOR OF ELECTIONS TO CONDUCT THE DISTRICT'S GENERAL ELECTION; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Union Park East Community Development District (the "**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Pasco County, Florida;

WHEREAS, the Board of Supervisors of the District (the "Board") seeks to implement Section 190.006(3)(a)2.c., *Florida Statutes*, and to instruct the Supervisor of Elections for Pasco County, Florida ("Supervisor of Elections"), to conduct the District's elections by the qualified electors of the District at the 2026 general election ("General Election").

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

1. CURRENT BOARD MEMBERS. The Board is currently made up of the following individuals, seats and terms:

<u>Seat Number</u>	<u>Supervisor</u>	Term Expiration Date
1		November 2026
2	Vincent Pacifico	November 2026
3	Michelle Diman	November 2028
4	Richard Ramirez	November 2028
5	Gerard Bianchi	November 2026

- 2. GENERAL ELECTION SEATS. Seat 1, currently held by ______, Seat 2, currently held by Vincent Pacifico, and Seat 5, currently held by Gerard Bianchi, with terms expiring in November 2026 are scheduled for the General Election in November 2026. The District Manager is hereby authorized to notify the Supervisor of Elections of the seats subject to General Election for the current election year, and for each subsequent election year.
- **3. QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Pasco County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

- **4. COMPENSATION.** Each member of the Board is entitled to receive \$200 per meeting for their attendance; up to a maximum of \$4,800 per year.
- **5. TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four (4) years. The newly elected Board members shall assume office on the second Tuesday following the election.
- 6. REQUEST TO SUPERVISOR OF ELECTIONS. The District hereby requests that the Supervisor of Elections conduct the District's General Election in November 2026, and for each subsequent General Election unless otherwise directed by the District Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor of Elections.
- 7. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.
- **8. SEVERABILITY.** 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.
 - **9. EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 19th day of November 2025.

ATTEST:	UNION PARK EAST COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chairperson/Vice Chairperson, Board of Supervisors

Exhibit A: Sample Notice of Qualifying Period

EXHIBIT A SAMPLE NOTICE OF QUALIFYING PERIOD

NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE UNION PARK EAST COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Union Park East Community Development District will commence at **noon on Monday**, **June 8, 2026**, **and close at noon on Friday**, **June 12, 2026**. Candidates must qualify for the office of Supervisor with the Pasco County Supervisor of Elections located at 8606 Government Drive, New Port Richey, Florida 34654. The Supervisor of elections may be contacted by phone at (727) 847-8162. All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a "qualified elector" of the District, as defined in Section 190.003, *Florida Statutes*. A "qualified elector" is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Pasco County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The Union Park East Community Development District has three (3) seats up for election, specifically Seats 1, 2, and 5. Each seat carries a four (4)-year term of office. Elections are non-partisan and will be held at the same time as the general election on November 3, 2026, and in the manner prescribed by law for general elections.

For additional information, please contact the Pasco County Supervisor of Elections.			
Publish on or before, 2026*			
*Deadline is at least 2 weeks before the start of the qualifying period			



EXHIBIT 18

RESOLUTION 2026-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNION PARK EAST COMMUNITY DEVELOPMENT DISTRICT AMENDING THE FISCAL YEAR 2025 GENERAL BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Union Park East Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely in Pasco County, Florida; and

WHEREAS, the Board of Supervisors of the District ("**Board**") previously adopted a final General Fund Budget ("**Budget**") for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("**Fiscal Year 2025**"); and

WHEREAS, the Board desires to amend the Fiscal Year 2025 Budget to reflect changes to budgeted revenues and expenses approved during Fiscal Year 2025; and

WHEREAS, pursuant to Chapters 189 and 190, *Florida Statutes*, the Board is authorized to amend the Fiscal Year 2025 Budget within sixty (60) days following the end of Fiscal Year 2025; and

WHEREAS, the Board finds that it is in the best interest of the District and its landowners to amend the Fiscal Year 2025 Budget to reflect the actual appropriations.

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

SECTION 1. BUDGET AMENDMENT.

- **a.** The Board has reviewed the proposed amended Budget, copies of which are on file with the office of the District Manager and at the District's Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- **b.** The amended Budget attached hereto as **Exhibit A** and incorporated herein by reference as further amended by the Board is hereby adopted in accordance with the provisions of sections 190.008(2)(a) and 189.016(6), *Florida Statutes*; provided, however, that the comparative figures contained in the amended Budget as adopted by the Board (together, "**Adopted Annual Budget**") may be further revised as deemed necessary by the District Manager to further reflect actual revenues and expenditures for Fiscal Year 2025.
- **c.** The Adopted Annual Budget shall be maintained in the office of the District Manager and the District Records Office and identified as "The Adopted Budget for Union Park

East Community Development District for the Fiscal Year Ending September 30, 2025, as amended and adopted by the Board of Supervisors effective November 19, 2025."

SECTION 2. APPROPRIATIONS. There is hereby appropriated out of the revenues of the District, the fiscal year beginning October 1, 2024, and ending September 30, 2025, the sums set forth below, to be raised by special assessments or otherwise, which sums are deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$
DEBT SERVICE FUND (SERIES 2017A-1)	\$
DEBT SERVICE FUND (SERIES 2019A-1)	\$
DEBT SERVICE FUND (SERIES 2019A-2)	\$
DEBT SERVICE FUND (SERIES 2021)	\$
CAPITAL RESERVE FUND	\$
TOTAL ALL FUNDS	\$

SECTION 3. CONFLICTS. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION 4. SEVERABILITY. 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.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED this 19th day of November 2025.

ATTEST:	UNION PARK EAST COMMUNITY DEVELOPMENT DISTRICT	
Secretary/Assistant Secretary	Chairperson, Board of Supervisors	

Exhibit A: Amended Fiscal Year 2025 Budget

EXHIBIT A: Amended Fiscal Year 2025 Budget



EXHIBIT 19



442 W. Kennedy Blvd., Suite 350 Tampa, Florida 33606 813-802-8215 paige@greenleelawtampa.com

November 11, 2025

VIA EMAIL

Union Park East Community Development District 250 International Parkway Suite 208 Lake Mary, FL 32746

RE: Dispute over construction defects in basketball court ("Matter")

Dear Board of Supervisors:

Thank you for giving me the opportunity to provide legal services to Union Park East Community Development District ("you") with respect to the above-referenced Matter. As part of my routine in initiating representation, I provide an engagement letter, the purpose of which is to set forth my understanding of the services to be performed and the basis upon which I will be paid therefor. In that regard, I understand that I have been engaged to represent you regarding the above-referenced Matter and, if necessary, to file a lawsuit against all appropriate parties due to damage incurred as the result of negligent construction of a basketball court within the community.

I have agreed to represent you on an hourly basis, at my normal hourly rate of \$495 an hour. From time to time, and in an effort to keep fees as low as possible on this matter, I may have an associate or paralegal work on this matter for you, under my direct supervision. My associate's rate is \$350 per hour and my paralegal would bill at \$200 per hour. I will require you to provide an initial \$5,000.00 evergreen retainer to begin work on this matter. Please let me know if you want to remit payment by wire or credit card, and I will send you the appropriate information to do so. I will hold the retainer in trust and either apply it to the final invoice or return to you at the end of the representation. You agree that, in the event any of your invoices become past due, I may apply the retainer to satisfy the past due invoices. In the unlikely event you fail to keep current with your invoices or to replenish the retainer upon request, I reserve the right to terminate the representation. In the event this Matter proceeds to trial, I reserve the right to request a trial retainer, which we can discuss at that time.

I am very mindful of the costs of legal services and understand that every client wishes to avoid unnecessary expense. Accordingly, I will seek at all times to represent you efficiently and effectively. You will be responsible for all costs that I incur in the course of the representation, including, for example, travel, copying, postage, messenger services, filing fees, and other out-of-

Engagement letter Page 2 of 2

pocket expenditures. I will send a monthly invoice detailing the amount of fees and costs disbursements, and unless written arrangements have been made to the contrary, each invoice will be payable upon receipt. Unless additional detail is requested, the invoices will reflect the date services are performed and a brief description of those services.

It is critical that you retain all communications and other documents related to the Matter in their native form, whether that is electronic or otherwise, and whether those documents may be helpful or harmful to you. Failure to do so may result in sanctions in litigation. If you have any automatic purge systems in place, please terminate those now with respect to anything related to this case and parties involved in the case. Please contact me immediately if you have any questions about document retention issues.

If you find these proposed arrangements satisfactory, please sign this letter and return it to me via email. Conversely, if you have any questions or comments concerning any aspect of this letter, please call me at your convenience.

	Sincerely,	
	/s/ Paige A. Greenlee	
	Paige A. Greenlee	
Accepted and agreed to this day of November, 2025		
Union Park East Community Developmen BY:	nt District	
TTS:		



EXHIBIT 20

RULES OF PROCEDURE UNION PARK EAST COMMUNITY DEVELOPMENT DISTRICT

EFFECTIVE AS OF NOVEMBER 19, 2025

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Rule 1.0 General.

- (1) Union Park East Community Development District ("District") was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules ("Rules") is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours, which are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

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

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) <u>Board of Supervisors.</u> The Board of Supervisors of the District ("Board") shall consist of five (5) members. Members of the Board ("Supervisors") appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
 - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
 - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
 - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) <u>Officers.</u> 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) <u>Committees.</u> The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation. Florida Open Meetings Laws apply to such Committees.
- (4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accordance with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
 - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The Board member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

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

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

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. Law Implemented: §§ 112.3143, 190.006, 190.007, Fla. Stat.

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

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

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

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

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

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

- due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.
- (5) <u>Records Retention.</u> The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) <u>Policies.</u> The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to their affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

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

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

Rule 1.3 Public Meetings, Hearings, and Workshops.

- **(1)** Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week, and shall satisfy the requirement to give at least seven (7) days' public notice stated herein. Each Notice shall state, as applicable:
 - (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least three (3) business days before the meeting/hearing/workshop by contacting the District Manager at Heath Beckett, hbeckett@vestapropertyservices.com, 250 International Pkwy Suite 208, Lake Mary, FL 32746 (32) 263-0132 ext. 536. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

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

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

- (2) <u>Mistake.</u> 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 meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval ("Meeting Materials"). Inclusion of additional materials for Board consideration other than those defined herein as "meeting materials" shall not convert such materials into Meeting Materials. For good cause, which includes but is not limited to emergency situations, time-sensitive matters, or newly discovered information essential for Board consideration, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

Call to order
Roll call
Public comment
Organizational matters
Review of minutes
Specific items of old business
Specific items of new business
Staff reports

- (a) District Counsel
- (b) District Engineer
- (c) District Manager

- 1. Financial Report
- 2. Approval of Expenditures

Supervisor's requests and comments Public comment Adjournment

- (4) <u>Minutes.</u> 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) <u>Special Requests.</u> 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 prepay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, including the specific reasons for the emergency meeting. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a three (3) minutes per person, unless extended or reduced by the Chairperson based on the number of speakers and meeting agenda and other reasonable factors reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) <u>Budget Hearing.</u> Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to

time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

- (9) <u>Public Hearings.</u> Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist. Extraordinary circumstances may include, but are not limited to, illness, family emergencies, or other significant schedule conflicts which prevent in-person meeting attendance.
- (11) <u>Board Authorization.</u> The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, an opportunity for final board discussion and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) <u>Continuances.</u> 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.

- Attorney-Client Sessions. An Attorney-Client Session is permitted when the (13)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 Fire safety Board Discussions. Portions of a meeting which relate to or would reveal a security or fire safety 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) <u>Internal Controls.</u> The District shall establish and maintain internal controls designed to:
 - (a) Prevent and detect "fraud," "waste" and "abuse" as those terms are defined in section 11.45(1), *Florida Statutes*; and
 - (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
 - (c) Support economical and efficient operations; and
 - (d) Ensure reliability of financial records and reports; and
 - (e) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

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

Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

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

(2) Notice of Rule Development.

- (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least seven (7) days before the notice of rulemaking described in Section 2.0(3), infra., and at least thirty-five (35) days prior to the public hearing on the proposed rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the grant of rulemaking authority for the proposed rule and law being implemented, include the proposed rule number, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
- (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.

(3) Notice of Proceedings and Proposed Rules.

(a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, including: a short, plain explanation of the purpose and effect of the proposed action, the proposed rule number (if applicable), a reference to the specific rulemaking authority pursuant to which the rule is adopted, a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific, and the name, e-mail address, and telephone number of the staff member who may be contacted regarding the intended action. The notice shall include a summary of the District's statement of estimated regulatory costs and the website address where the complete statement of estimated regulatory costs may be viewed, if such a

statement has been prepared pursuant to Section 120.541(2), *Florida Statutes*, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule and any material proposed to be incorporated by reference shall be available for inspection and copying by the public at the time of the publication of notice.
- (c) The notice shall be mailed, delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) <u>Rule Development Workshops.</u> Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than thirty (30) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.

- (6) <u>Rulemaking Materials.</u> After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:
 - (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
 - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
 - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that it is necessitated by immediate danger to the public health, safety, or welfare which requires immediate action, or if the Legislature authorizes the Board to adopt emergency rules. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of the emergency rules together with the Board's findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule provided that such procedure protects the public interest and complies with applicable law and these provisions.
- (9) <u>Negotiated Rulemaking.</u> The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may

be published in a newspaper of general circulation in the county in which the District is located.

- (10) <u>Rulemaking Record.</u> In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:
 - (a) The texts of the proposed rule and the adopted rule;
 - (b) All notices given for a proposed rule;
 - (c) Any statement of estimated regulatory costs for the rule;
 - (d) A written summary of hearings, if any, on the proposed rule;
 - (e) All written comments received by the District and responses to those written comments; and
 - (f) All notices and findings pertaining to an emergency rule.
- (11) <u>Petitions to Challenge Existing Rules.</u>
 - (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
 - (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
 - (c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other qualified person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
 - (d) Within thirty (30) days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.

- (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
 - (i) Administer oaths and affirmations;
 - (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
- (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) <u>Variances and Waivers.</u> A "variance" means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A "waiver" means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
 - (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, safety-related, or other significant type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
 - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District's Rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;

- (iii) The specific facts that would justify a waiver or variance for the petitioner; and
- (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
- (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
- (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.
- (13) <u>Rates, Fees, Rentals and Other Charges.</u> All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat. Law Implemented: §§ 120.54, 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

- (1) <u>Purpose and Scope.</u> 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, designbuild services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) <u>Board Authorization.</u> Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.

(3) <u>Definitions.</u>

- (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 performancebased criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) "Design Criteria Professional" means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) "Emergency Purchase" means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where

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

- (o) "Request for Proposals" or "RFP" is a written or electronically posted solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.
- (p) "Responsive and Responsible Bidder" means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. "Responsive and Responsible Vendor" means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
 - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity's/individual's headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual, provided that for a public works project as defined in Section 255.0992, *Florida Statutes*, the District may not penalize a bidder for performing a larger volume of construction work for the District or reward a bidder for performing a smaller volume of construction work for the District:

- (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
- (viii) Whether the entity/individual is a certified minority business enterprise as defined in Section 287.0943, *Florida Statutes*.
- (q) "Responsive Bid," "Responsive Proposal," "Responsive Reply," and "Responsive Response" all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

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

Law Implemented: §§ 190.033, 255.0992, 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

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

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

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

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) <u>Competitive Selection.</u>

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

by United States Mail, hand delivery, electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) <u>Competitive Negotiation.</u>

- (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) <u>Contracts; Public Records.</u> 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.
- Emergency Purchase. The District may make an Emergency Purchase without (8) complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

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

(1) Definitions.

- (a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
- (b) "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.
- (2) <u>Establishment of Auditor Selection Committee.</u> Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.
- (3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
 - (a) <u>Minimum Qualifications.</u> In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

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

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

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

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

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

place for submitting proposals.

(6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed at least seven (7) days in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.

(7) Board Selection of Auditor.

- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

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

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

Rule 3.3 Purchase of Insurance.

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

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

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

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

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

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

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

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

include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's prequalification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

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

- shall remain suspended, revoked, or denied until the documents are furnished.
- viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
- ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
- x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
- xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
- xii. The vendor or affiliate(s) has been convicted of a contract crime.
 - 1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
 - 2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- xiii. Any other circumstance constituting "good cause" under Section 337.16(2), *Florida Statutes*, exists.
- (b) The pre-qualified status of a contractor found delinquent under Section 337.16(1), *Florida Statutes*, shall be denied, suspended, or revoked. A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.
- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or

revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within ten (10) days after the receipt of the notice of intent, the hearing shall be held within thirty (30) days after receipt by the District of the request for the hearing. The decision shall be issued in writing within fifteen (15) business days after the hearing.

- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) If a contractor's pre-qualified status is revoked, suspended, or denied and the contractor receives an additional period of revocation, suspension, or denial of its pre-qualified status, the time periods will run consecutively.
- (f) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- i. Impacts on project schedule, cost, or quality of work;
- ii. Unsafe conditions allowed to exist:
- iii. Complaints from the public;
- iv. Delay or interference with the bidding process;
- v. The potential for repetition;
- vi. Integrity of the public contracting process;
- vii. Effect on the health, safety, and welfare of the public.
- (g) The District shall deny or revoke the pre-qualified status of any contractor and its affiliates for a period of 36 months when it is determined by the District that the contractor has, subsequent to January 1, 1978, been convicted of a contract crime within the jurisdiction of any state or federal court. Any such contractor shall not act as a prime contractor, material supplier, subcontractor, or consultant on any District contract or project during the period of denial or revocation.

(4) Reapplication and Reinstatement

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

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

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

(5) Emergency Suspension and Revocation

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

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

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

Rule 3.5 Construction Contracts, Not Design-Build.

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

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

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

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

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

proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board, provided such corrections do not result in a material change to the bid amount or create an unfair advantage. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, electronic mail, hand delivery, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the

bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

- (3) <u>Sole Source; Government.</u> 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) <u>Contracts; Public Records.</u> In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules only when there exists an immediate and serious need for construction services that cannot be met through normal procurement methods and the lack of such services would seriously threaten: (i) the District's ability to perform essential services; (ii) the preservation or protection of property or improvements; or (iii) the health, safety, or welfare of any person. The fact that an Emergency Purchase has occurred or is necessary, along with a detailed description of the basis for the emergency determination, shall be noted in the minutes of the next Board Meeting.
- (6) <u>Exceptions.</u> 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) <u>Scope.</u> 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) <u>Procedure.</u>

- (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) <u>Qualifications-Based Selection.</u> 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) <u>Competitive Proposal-Based Selection.</u> If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards

and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

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

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

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

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

- 7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- 8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
- 9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
- 10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.

- (3) <u>Contracts; Public Records.</u> 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) <u>Emergency Purchase.</u> 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) <u>Scope.</u> This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
- (3) <u>Discretionary Bond.</u> 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) <u>Procedure.</u> When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

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

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

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

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

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

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

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

- 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) <u>Renewal.</u> 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) <u>Emergency Purchases.</u> 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) <u>Procedure.</u> When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

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

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

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

- entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, , or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) <u>Exemptions.</u> 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) <u>Renewal.</u> Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
- (5) <u>Contracts; Public Records.</u> 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) <u>Emergency Purchases.</u> 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) <u>Contracts; Public Records.</u> 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) <u>Filing.</u>

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

- 3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.
- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours, which are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.
- (2) <u>Contract Execution.</u> 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) <u>Informal Proceeding.</u> If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via certified mail, hand delivery, or email with delivery confirmation to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) <u>Formal Proceeding.</u> If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other qualified person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;
 - (b) Rule upon offers of proof and receive relevant evidence;
 - (c) Regulate the course of the hearing, including any pre-hearing matters;

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

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

- (5) <u>Intervenors.</u> Other substantially affected persons may join the proceedings as intervenors by filing a motion to intervene within 10 calendar days of the initial protest filing, on terms that shall not unduly delay the proceedings.
- Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (7) <u>Settlement.</u> Nothing herein shall preclude the settlement of any protest under this Rule at any time.

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

Law Implemented: § 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective November 19, 2025, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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



EXHIBIT 21

RESOLUTION 2026-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF UNION PARK EAST COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED AND RESTATED RULES OF PROCEDURE; AND PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Union Park East Community Development District (the "**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, as amended (the "**Act**"), and being situated in the Pasco County, Florida; and

WHEREAS, the Act authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

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

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

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

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

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

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

PASSED AND ADOPTED this 19th day of November 2025.

UNION PARK EAST COMMUNITY DEVELOPMENT DISTRICT		
Chairperson, Board of Supervisors		

Exhibit A: Amended and Restated Rules of Procedure

EXHIBIT A

Amended and Restated Rules of Procedure



EXHIBIT 22

1	MINUTES OF MEETING						
2	UNION PARK EAST						
3	COMMUNITY DEVELOPMENT DISTRICT						
4 5 6 7	The Regular Meeting of the Board of Supervisors of the Union Park East Community Development District was held on Wednesday, October 22, 2025 at 6:00 p.m. at Fairfield Inn & Suites 2650 Lajuana Boulevard, Wesley Chapel, FL 33543. The actions taken are summarized as follows:						
8	FIRST ORDE	R OF BUSINESS:	ROLL CALL				
9	Mr. Beckett called the meeting to order and conducted roll call.						
10	Present and	l constituting a quorum	were:				
11 12 13 14	Mich Rich	ent Pacifico (2) nelle Diman (3) ard Ramirez (4) ard Bianchi (5)	Board Supervisor, Chairman Board Supervisor, Assistant Secretary Board Supervisor, Assistant Secretary Board Supervisor, Vice Chairman				
15	Also present were:						
16 17 18 19 20 21 22	Mich Sava Amy Chris	th Beckett hael Bush annah Hancock v Palmer s Thompson ey Hallman	District Manager, Vesta District Services Field Manager, Vesta District Services District Counsel, Kilinski Van Wyk PLLC District Engineer, Lighthouse Engineering (virtually) President, Blue Water Aquatics Account Manager, Floralawn (virtually – joined inprogress)				
23 24 25	SECOND OF	RDER OF BUSINESS:	AUDIENCE COMMENTS – AGENDA ITEMS (Limited to 3 minutes per individual for agenda items)				
26	There were no audience comments.						
27	Discussion moved to IV.E. District Engineer before proceeding to the next item.						
28	THIRD ORD	ER OF BUSINESS:	SEAT 1 SUPERVISOR APPOINTMENT				
29	A.	Consideration of Sup	pervisor Candidate(s)				
30		Ms. Hancock review	ed the seat term and candidate criteria.				
31 32		Ms. Dominguez and Board's consideratio	Ms. Stabile introduced themselves as candidates for the on.				
33	В.	EXHIBIT 1: Administ	ration of Oaths of Office				
34	C.	EXHIBIT 2: Adoption	of Resolution 2026-01, Designating Officers				
35	D.	Overview of Sunshin	e and Public Record Laws				

Union Park East CDD __, 2025
Regular Meeting Page 2 of 7

36		References:				
37		Guide to Sunshine Amendment & Code of Ethics for Public Officers & Employees				
38		Government in the Sunshine Training				
39		Free Resources for Required Ethics Training				
40 41 42		The Seat 1 Supervisor appointment was postponed until the November meeting to allow additional candidates to submit their resumes to the District Manager for the Board's consideration.				
43	FOURTH ORD	ER OF E	BUSINESS	: OPERATIONS & MAINTENANCE		
44	A.	Exhibi	t 1: Aqua	tic Maintenance – Chris Thompson, Blue Water Aquatics		
45		1.	EXHIBIT	3: Presentation of Reports:		
46			a. P	Pond Treatments		
47			b. F	ountain Repairs		
48 49 50 51			District's	mpson discussed locations of erosion noted at some of the sponds, possible causes, and recommended scope to address the fore presenting the aquatic maintenance and fountain service		
52 53		2.	EXHIBIT \$7,000.0	4: Consideration of Quarterly Fountain Maintenance - 00/Yr		
54 55 56			vendor r	kett discussed the current maintenance agreement, costs, and responsiveness. Mr. Thompson explained the tasks performed in arterly maintenance services.		
57 58 59	approved the termination of the Florida Fountains & Equipment quarterly maintenance					
60 61 62	On a MOTION by Ms. Diman, SECONDED by Mr. Pacifico, WITH ALL IN FAVOR, the Board approved the Blue Water Aquatics proposal for quarterly pond fountain maintenance in the amount of \$7,000.00 per year, for Union Park East Community Development District.					
63 64		Super		yed information on non-functioning fountains within the		
65	В.	Exhibi	t 2: Lands	scape Maintenance – Casey Hallman, Floralawn		
66		1.	Conside	ration of Floralawn Proposals:		
67 68				XHIBIT 6A: #18608 – Amenity Center Medians Plant Replacement - \$2,368.60		
69			C	Consideration of this item was postponed until the next meeting.		

70 71	b.	EXHIBIT 6B: #18610 – Amenity Center Oak Tree Replacement - \$745.53				
72 73 74	On a MOTION by Mr. Pacifico, SECONDED by Mr. Ramirez, WITH ALL IN FAVOR, the Board approved Floralawn proposal #18610 to replace an Oak tree at the amenity center in the amount of \$745.53, for Union Park East Community Development District.					
75 76	C.	EXHIBIT 6C: #18611 – Amenity Center Sod Replacement - \$3,819.44				
77 78		Discussion followed on causes of the sod failure at this location. Consideration of this item was postponed until the next meeting.				
79 80	d.	EXHIBIT 6D: #18613 – Removal of leaning Tree Straightening - \$375.00				
81 82		Mr. Halman corrected the description for the proposal, explaining that a leaning tree would be removed, not straightened.				
83 84 85	On a MOTION by Mr. Pacifico, SECONDED by Mr. Ramirez, WITH ALL IN FAVOR, the Board approved Floralawn proposal #18613 to remove a leaning tree in the amount of \$375.00, for Union Park East Community Development District.					
86	e.	EXHIBIT 6E: #18614 – Trim 43 Palms - \$2,796.00				
87 88 89	On a MOTION by Mr. Pacifico, SECONDED by Mr. Bianchi, WITH ALL IN FAVOR, the Board Floralawn proposal #18614 to trim forty-three (43) Palm trees in the amount of \$2,796.00, for Union Park East Community Development District.					
90 91	A comment was heard on the installation of sustainable landscaping at the townhomes island.					
92 93	Supervisors discussed adding annuals back into the landscape maintenance scope and confirmed functioning irrigation.					
94 95	f.	EXHIBIT 6F: #18655 – Bridge & Tupelo Sun Medians Plant Replacement - \$12,849.43				
96 97		Consideration of this item was postponed pending additional options for other areas to be presented by Floralawn.				
98 99 100	appointed Mr. Bianchi as Su	fico, SECONDED by Mr. Ramirez, WITH ALL IN FAVOR, the Board pervisor liaison to troubleshoot drainage issues and alternate plant est Community Development District.				
101	C. EXHIBIT 7: Fi	eld Manager – Michael Bush, Vesta District Services				
102	Mr. Bush disc	cussed current and completed maintenance projects.				
103	1. Consid	deration of Field Operation Proposals:				

formal RFP is required, and a cost effort will be provided.

140

141	F.	Distric	t Manager – Heath Beckett, Vesta District Services
142		1.	EXHIBIT 10: Discussion on Hovenweep Stormwater Drain.
143			This item was discussed under IV.E. District Engineer.
144 145			The culvert at the end of Hovenweep Road and Oldwoods Lane was discussed. Ms. Palmer will seek estimates to clear debris from the pipe.
146 147			eckett advised that another District Manager would facilitate the mber meeting on his behalf as he will not be able to attend.
148	FIFTH ORDER	OF BUS	SINESS: BUSINESS MATTERS
149 150	A.	Consid Prope	deration of License Agreement to Host Events and Activities on District rty
151		Ms. H	ancock reviewed the terms of the license agreement for standard events.
152		1.	EXHIBIT 11: HOA Community Events
153 154 155 156	approved a l Community A	license ssociat	Ar. Pacifico, SECONDED by Mr. Ramirz, WITH ALL IN FAVOR, the Board agreement to allow Liberty Square HOA and Union Park Townhomes ion to host community events and activities on District property, for Union Development District.
157		2.	EXHIBIT 12: Free or Donation-Based Yoga Class (Reynolds)
158 159 160 161			Ms. Hancock reviewed her concerns regarding the request and additional research that would be required if the activity requested donations. Supervisors discussed moving furniture to allow sufficient space for this activity.
162 163 164 165			Ms. Hancock advised that the use of District property for organized activities without District permission is prohibited, and that any activities must adhere to the land use designation and be allowed under the Bond terms.
166 167 168	Ms. Reynolds	to hold	Pacifico, SECONDED by Ms. Diman, WITH ALL IN FAVOR, the Board approved yoga classes outside, on District property, pending appropriate certificate at of class dates, for Union Park East Community Development District.
169 170		3.	EXHIBIT 13: Consideration of Request to Set Up Jewelry Booth on District Property During Community Events (O'Cain)
171 172 173			The Board declined to approve this request and asked staff to notify her that the community events are being held on the Landing within Union Park CDD.
174	SIXTH ORDER	OF BU	SINESS: CONSENT AGENDA
175 176	A.		t 14: Acceptance of the Minutes of the Board of Supervisors Budget shop Held May 30, 2025

Union Park East CDD __, 2025
Regular Meeting Page 6 of 7

177 178	В.	EXHIBIT 15: Approval of the M Meeting Held September 24, 2	inutes of the Board of Supervisors Regular 025
179	C.	EXHIBIT 16: Acceptance of the	Unaudited September 2025 Financial Statement
180 181	D.	EXHIBIT 17: Ratification of Blue \$282.25	e Water Aquatics Fountain H Repair Approval -
182 183	E.	EXHIBIT 18: Acceptance of Arb Incurred Arbitrage Liability for:	itrage Rebate Counselors Reporting of No
184		1. Bond Series 2017 A-1, A	A-2, and A-3
185		2. Bond Series 2021	
186 187 188		nsent Agenda – items A - E	by Mr. Ramirez, WITH ALL IN FAVOR, the Board as presented, for Union Park East Community
189	SEVENTH ORD	DER OF BUSINESS:	SUPERVISOR REQUESTS
190	Superv	visors were encouraged to email	Mr. Beckett their requests.
191 192 193	EIGHTH ORDE	ER OF BUSINESS:	AUDIENCE COMMENTS – NEW BUSINESS (Limited to 3 minutes per individual for nonagenda items)
194 195 196 197	Ameni reserv	ty Center for commercial activ	the sidewalk leading to the gym and the use of the ities. Staff were asked to search and revise the that the Amenity Center may not be reserved for
198	NINTH ORDER	R OF BUSINESS:	SECURITY MATTERS
199	A.	Closed Session (No Action Will	be Taken During the Closed Session)
200 201 202		regular meeting to enter a C	r. Pacifico, WITH ALL IN FAVOR, the Board approved closed Session, for Union Park East Community
203		1. Discussion on District So	ecurity Matters
204 205 206	approved clos	•	by Mr. Ramirez, WITH ALL IN FAVOR, the Board suming the regular meeting, for Union Park East
207	В.	Consideration of Action Relatin	g to Security Matters
208	TENTH ORDER	R OF BUSINESS:	NEXT MEETING QUORUM CHECK
209 210 211			ment District meeting is scheduled for 6:00 p.m. s, 2650 Lajuana Boulevard, Wesley Chapel, FL

212 All Supervisors affirmed their intent to attend the next meeting in person. 213 **ELEVENTH ORDER OF BUSINESS: ACTION ITEMS SUMMARY** 214 **District Manager** 215 Work with Floralawn to add annuals back into the contract 216 Work with District Counsel regarding language for amenity center usage 217 Review Amenity Center Reservation form for language on usage 218 guidelines 219 Field Manager 220 Review dead grass at 1010 Montgomery Bell for possible discharge of 221 chlorinated water onto District property 222 Ask Floralawn about sustainable landscaping options for island at the 223 Townhomes 224 **District Counsel** 225 Review Amenity Center Guidelines for facility usage guidelines 226 TWELFTH ORDER OF BUSINESS: **ADJOURNMENT** On a MOTION by Mr. Pacifico, SECONDED by Mr. Ramirez, WITH ALL IN FAVOR, the Board 227 228 adjourned the meeting at 9:14 p.m., for Union Park East Community Development District. 229 *Each person who decides to appeal any decision made by the Board with respect to any matter 230 considered at the meeting is advised that person may need to ensure that a verbatim record of 231 the proceedings is made, including the testimony and evidence upon which such appeal is to be 232 based. 233 Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly 234 noticed meeting held on November 19, 2025. 235 236 ☐ Heath Beckett, Secretary □ Vincent Pacifico, Chair ______, Assistant Secretary 237 ☐ Gerard Bianchi, Vice Chair



EXHIBIT 23

Union Park East Community Development District

Financial Statements - Unaudited

October 31, 2025



Union Park East CDD Balance Sheet October 31, 2025

1 ASSETS		General Fund		ebt Service 2017A-1		ebt Service 2019A-1		ebt Service 2019A-2	De	bt Service 2021	Cor	nstruction Fund		Total
2 Cash - Operating Accounts	\$	210,583	\$	_	\$	_	\$	_	\$	_	\$	_	\$	210,583
3 Cash - Restricted	Ψ	210,505	Ψ		Ψ		Ψ		Ψ		Ψ		Ψ	210,303
4 Money Markey - Operating		297,331		_		_		_		_		_		297,331
5 Money Markey - Restricted		137,322		_		_		_		_		_		137,322
6 Investments:		107,022												107,022
7 Revenue Trust Fund		_		416,028		322,279		38,059		82,561		_		858,926
8 Interest Fund		_		-		-		-		2		_		2
9 Reserve Fund		_		411,200		343,119		52,500		43,493		_		850,312
10 Prepayment Fund		-		1,072		250		1,313		100		_		2,735
11 Accquistion & Construction		-		-		-		-		-		46,216		46,216
12 Accounts Receivable		5,008		_		_		_		_		· -		5,008
13 Assessments Receivable - On Roll		1,279,778		464,808		393,302		84,099		28,210		-		2,250,197
14 Assessments Receivable - Off Roll		_		_		_		_		_		_		-
15 Due from Other Funds		-		-		_		_		_		-		-
16 Deposits		3,360		-		-		-		-		-		3,360
17 Prepaid Items		2,038		-		-		-		-		-		2,038
18 TOTAL ASSETS	\$	1,935,419	\$	1,293,108	\$	1,058,950	\$	175,970	\$	154,366	\$	46,216	\$	4,664,030
19 LIABILITIES														
20 Accounts Payable		35,456		-		-		-		-		-		35,456
21 Due to Other Funds		-		-		-		-		-		-		-
22 Accrued Expenses		-		-		-		-		-		-		-
23 Deferred Revenue - On Roll		1,279,778		464,808		393,302		84,099		28,210				2,250,197
24 TOTAL LIABILITIES		1,315,234		464,808		393,302		84,099		28,210				2,285,654
25 FUND BALANCE														-
26 Nonspendable														-
27 Assigned - Asset Reserves														-
28 Assigned - Operating Reserves														-
29 Restricted				828,300		665,648		91,871		126,156		46,216		1,758,191
30 Unassigned		620,185												620,185
31 TOTAL FUND BALANCE		620,185		828,300		665,648	_	91,871		126,156		46,216		2,378,376
32 TOTAL LIABILITIES & FUND BALANCE	\$	1,935,419	\$	1,293,108	\$	1,058,950	\$	175,970	\$	154,366	\$	46,216	\$	4,664,030

Union Park East CDD General Fund Statement of Revenue, Expenditures, and Change in Fund Balance For the period from October 1, 2025 through October 31, 2025

	FY2026 Adopted Budget	Y2026 Actual October	FY2026 Actual Year-to-Date		Over (Under) Annual Budget	% of Budget	
1 <u>REVENUES</u>							
2 General Fund Revenue	\$ 1,210,561	\$ -	\$	-	\$ (1,210,561)	0.00%	
3 Interest	-	1,283		1,283	1,283	#DIV/0!	
4 Miscellaneous	 -	 1,656		1,656		#DIV/0!	
5 TOTAL REVENUES	\$ 1,210,561	\$ 2,939	\$	2,939	\$ (1,207,622)	0.24%	
6 EXPENDITURES							
7 GENERAL ADMINISTRATIVE							
8 Supervisor Compensation	14,000	1,662		1,662	(12,338)	11.87%	
9 Payroll Taxes	1,071	275		275	1,622	25.71%	
10 Payroll Processing	770	100		100	970	12.99%	
11 Management Consulting Services	42,000	3,500		3,500	49,000	8.33%	
12 Bank Fees	300	-		-	300	0.00%	
13 Auditing Services	4,200	-		-	4,200	0.00%	
14 Travel Per Diem	100	-		-	100	0.00%	
15 Insurance	35,000	31,500		31,500	98,000	90.00%	
16 Regulatory & Permit Fees	175	-		-	175	0.00%	
17 Legal Advertisements	2,500	280		280	3,060	11.20%	
18 Engineering Services	25,000	-		-	25,000	0.00%	
19 Legal Services (General)	50,000	-		-	50,000	0.00%	
20 Legal Services (Litigation)	30,000	-		-	30,000	0.00%	
21 Website Hosting	2,015	-		-	2,015	0.00%	
22 Administrative Contingency	 5,000	 			5,000	0.00%	
23 TOTAL GENERAL ADMINSTRATIVE	 212,131	 37,318		37,318	257,104	17.59%	
24 DEBT ADMINSTRATION							
25 Dissemination Agent	6,500	5,000		5,000	16,500	76.92%	
26 Trustee Fees	19,055	-		-	19,055	0.00%	
27 Arbitrage	 1,900	 475		475	2,850	25.00%	
28 TOTAL DEBT ADMINSTRATION	 27,455	 5,475		5,475	38,405	19.94%	
29 PHYSICAL ENVIRONMENT							
30 Comprehensive Field Tech Service	16,000	1,333		1,333	18,667	8.33%	
31 Streetpole Lighting	105,000	-		-	105,000	0.00%	
32 Electricity (Irrigation & Pond Pumps)	32,000	-		-	32,000	0.00%	
33 Landscape Maintenance	186,974	17,461		17,461	221,896	9.34%	
34 Landscape Maintenance - Phases 7 & 8	40,272	-		-	40,272	0.00%	
35 Irrigation Maintenance	18,000	403		403	18,806	2.24%	
36 Pond Maintenance	23,580	-		-	23,580	0.00%	
37 Fountain Maintenance	7,000	3,758		3,758	14,517	53.69%	
38 Pet Waste Removal	14,000	917		917	15,833	6.55%	
39 Rust Control	19,200	1,575		1,575	22,350	8.20%	
40 Physical Environment Contingency	85,000	-		-	85,000	0.00%	
41 Increase in Operating Reserves	50,000	-		-	50,000	0.00%	
42 Increase in Asset Reserves	 106,605	 			106,605	0.00%	
43 TOTAL PHYSICAL ENVIRONMENT	 703,631	 25,447		25,447	754,525	3.62%	
44 AMENITY CENTER OPERATIONS							
45 Pool Service Contract	48,000	-		-	48,000	0.00%	
46 Pool Maintenance & Repair	5,000	4,615		4,615	14,230	92.30%	
47 Pool Permit	275	-		-	275	0.00%	
48 Amenity Management	7,000	583		583	8,167	8.33%	
49 Amenity Center Cleaning & Maintenance	19,500	2,111		2,111	23,721	10.82%	

Union Park East CDD General Fund Statement of Revenue, Expenditures, and Change in Fund Balance For the period from October 1, 2025 through October 31, 2025

	FY2026 Adopted Budget	FY2026 Actual October	FY2026 Actual Year-to-Date	Over (Under) Annual Budget	% of Budget
50 Amenity Center Internet	4,508	358	358	5,224	7.93%
51 Amenity Center Electricity	19,200	10,594	10,594	40,389	55.18%
52 Amenity Center Water	10,000	368	368	10,736	3.68%
53 Amenity Center Pest Control	975	75	75	1,125	7.69%
54 Refuse Service	3,706	282	282	4,270	7.61%
55 Landscape Maintenance - Infill	4,000	-	-	4,000	0.00%
56 Security Monitoring	34,420	10,801	10,801	56,023	31.38%
57 Pool Monitors	45,760	2,618	2,618	50,996	5.72%
58 Community Events & Decorations	25,000	-	-	25,000	0.00%
59 Misc Amenity Center Repairs & Contingency	40,000	300	300	40,600	0.75%
60 TOTAL AMENITY CENTER OPERATIONS	267,344	32,705	32,705	332,755	12.23%
61 TOTAL EXPENDITURES	\$ 1,210,561	\$ 100,945	\$ 100,945	\$ 1,382,788	8.34%
62 EXCESS OF REVENUE OVER(UNDER) EXPENDITURES		(98,006)	(98,006)	(2,590,410)	
63 NET CHANGE IN FUND BALANCE		(98,006)	(98,006)	(2,590,410)	
64 Fund Balance Beginning	563,832		718,191		
65 Increase in Fund Balance for Operating Reserves	50,000				
66 Increase in Fund Balance for Asset Reserves	106,605				
67 FUND BALANCE - ENDING	\$ 720,437	\$ (98,006)	\$ 620,185	\$ (2,590,410)	

Union Park East CDD Debt Service Series 2017 A1 Statement of Revenue, Expenditures, and Change in Fund Balance For the period from October 1, 2025 through October 31, 2025

	ļ	FY2026 Adopted Budget		FY2026 Actual ar-to-Date	0\	ver (Under) Annual Budget	% of Budget
1 <u>REVENUES</u>							
2 Special Assessments - Net	\$	411,525	\$	-	\$	(411,525)	0.00%
3 Interest		-		2,557		2,557	#DIV/0!
4 Miscellaneous		-		-			#DIV/0!
5 TOTAL REVENUES	\$	411,525	\$	2,557	\$	(408,968)	0.62%
6 EXPENDITURES 7 Interest Expense							
8 May 1, 2026		141,113		-		(141,113)	0.00%
9 November 1, 2026		141,113		-		(141,113)	0.00%
10 Principal Retirement							
11 May 1, 2025		-		-		-	#DIV/0!
12 November 1, 2025		125,000		-		(125,000)	0.00%
13 TOTAL EXPENDITURES		407,225		-		(407,225)	#DIV/0!
14 REVENUES OVER(UNDER) EXPENDITURES		4,300	_	2,557	_		59.47%
15 OTHER FINANCING SOURCES & USES							
16 Transfers In		-		-		-	#DIV/0!
17 Transfers Out		-		-			#DIV/0!
18 TOTAL OTHER FINANCING SOURCES/(USES)		-		-		-	#DIV/0!
19 NET CHANGE IN FUND BALANCE 20 Fund Balance - Beginning		4,300		2,557 825,743		-	
21 FUND BALANCE - ENDING	\$	4,300	\$	828,300	\$	_	

Union Park East CDD Debt Service Series 2019 A1 Statement of Revenue, Expenditures, and Change in Fund Balance For the period from October 1, 2025 through October 31, 2025

	ı	FY2025 Adopted Budget	FY2025 Actual ar-to-Date		er (Under) Annual Budget	% of Budget
1 <u>REVENUES</u>						
2 Special Assessments - Net	\$	343,663	\$ -	\$	-	0.00%
3 Interest		-	2,054		2,054	#DIV/0!
4 Miscellaneous		-	-		-	#DIV/0!
5 TOTAL REVENUES	\$	343,663	\$ 2,054	\$	2,054	0.60%
6 EXPENDITURES 7 Interest Expense						#DIV/0!
8 May 1, 2025		116,938	_		(116,938)	0.00%
9 November 1, 2025		116,938	_		(116,938)	0.00%
10 Principal Retirement		,			(, ,	#DIV/0!
11 May 1, 2025		_	_		_	#DIV/0!
12 November 1, 2025		105,000	_		(105,000)	0.00%
13 TOTAL EXPENDITURES		338,875			(338,875)	#DIV/0!
14 REVENUES OVER (UNDER) EXPENDITURES	_	4,788	2,054	_	340,929	42.91%
15 OTHER FINANCING SOURCES & USES						
16 Transfers In		-	-		-	#DIV/0!
17 Transfers Out		-	-		-	#DIV/0!
18 TOTAL OTHER FINANCING SOURCES & USES		-			-	#DIV/0!
19 NET CHANGES IN FUND BALANCE		4,788	 2,054		340,929	
20 Fund Balance - Beginning		-	663,594		-	
21 FUND BALANCE - ENDING	\$	4,788	\$ 665,648	\$	340,929	

Union Park East CDD Debt Service Series 2019 A2 Statement of Revenue, Expenditures, and Change in Fund Balance For the period from October 1, 2025 through October 31, 2025

	A	FY2025 dopted Budget	Y2025 Actual Ir-to-Date	A	r (Under) Innual Budget	% of Budget
1 <u>REVENUES</u>						
2 Special Assessments - Net	\$	76,581	\$ -	\$	-	0.00%
3 Interest		-	282		282	#DIV/0!
4 Miscellaneous		-	-		<u> </u>	#DIV/0!
5 TOTAL REVENUES	\$	76,581	\$ 282	\$	282	0.37%
6 EXPENDITURES						
7 Interest Expense						#DIV/0!
8 May 1, 2025		26,644	-		(26,644)	0.00%
9 November 1, 2025		26,119	-		(26,119)	0.00%
10 Principal Retirement					,	#DIV/0!
11 May 1, 2025		20,000	-		(20,000)	0.00%
12 November 1, 2025		-	-		-	#DIV/0!
13 TOTAL EXPNDITURES		72,763	-		(72,763)	#DIV/0!
14 REVENUES OVER (UNDER) EXPENDITURES		3,819	282		(3,537)	7.38%
15 OTHER FINANCING SOURCES/(USES)						
16 Transfers In		-	-		-	#DIV/0!
17 Transfers Out		-	-		-	#DIV/0!
18 TOTAL OTHER FINANCING SOURCES/(USES)		-	-		-	#DIV/0!
19 NET CHANGES IN FUND BALANCE		3,819	 282		(3,537)	
20 Fund Balance - Beginning		-	91,589		-	
21 FUND BALANCE - ENDING	\$	3,819	\$ 91,871	\$	(3,537)	

Union Park East CDD Debt Service Series 2021 Statement of Revenue, Expenditures, and Change in Fund Balance For the period from October 1, 2025 through October 31, 2025

	Α	FY2025 dopted Budget		FY2025 Actual ar-to-Date	An	(Under) nual dget	% of Budget
1 <u>REVENUES</u>	_						
2 Special Assessments	\$	89,086	\$	-	\$	-	0.00%
3 Interest		-		389			#DIV/0!
4 Miscellaneous 5 TOTAL REVENUES	ф.	90.004	ф.	200	<u>¢</u>		#DIV/0!
5 TOTAL REVENUES	\$	89,086	\$	389	\$		0.44%
6 EXPENDITURES							
7 County Assessment Collection Fees		1,856		-			0.00%
8 Interest Expense							#DIV/0!
9 May 1, 2025		25,783					0.00%
10 November 1, 2025		25,363					0.00%
11 Principal Retirement							#DIV/0!
12 May 1, 2025		35,000					0.00%
13 November 1, 2025							#DIV/0!
14 TOTAL EXPENDITURES		88,001					#DIV/0!
15 REVENUES OVER (UNDER) EXPENDITURES		1,085		389			35.82%
16 OTHER FINANCING SOURCES & USES							
17 Transfers In				-			#DIV/0!
18 Transfers Out				-			#DIV/0!
19 TOTAL OTHER FINANCING SOURCES & USES		-					#DIV/0!
20 NET CHNAGES IN FUND BALANCE		1,085		389			
21 Fund Balance - Beginning				125,767			
22 FUND BALANCE, ENDING	\$	1,085	\$	126,156	\$	-	

Union Park East CDD

Construction

Statement of Revenue, Expenditures, and Change in Fund Balance For the period from October 1, 2025 through October 31, 2025

	FY20 Adop Bud	ted	Y2025 Actual r-to-Date	Ar	(Under) nnual ıdget	% of Budget
1 <u>REVENUE</u>						
2 Developer Contributions	\$	-	\$ -	\$	-	#DIV/0!
3 Interest		-	144		144	#DIV/0!
4 Miscellaneous		-	-		-	#DIV/0!
5 TOTAL REVENUE	\$	-	\$ 144	\$	144	#DIV/0!
6 <u>EXPENDITURES</u>						
7 CIP		-	 -		-	#DIV/0!
8 TOTAL EXPENDITURES			 -		-	#DIV/0!
9 REVENUES OVER (UNDER) EXPENDITURES		-	144			#DIV/0!
10 OTHER FINANCING SOURCES/(USES)						
11 Transfers In		-	-		-	#DIV/0!
12 Transfers Out		-	-		-	#DIV/0!
13 TOTAL OTHER FINANCING SOURCES/(USES)		-	-		-	#DIV/0!
14 NET CHANGES IN FUND BALANCE		-	144		-	
15 Fund Balance - Beginning			46,072			
16 FUND BALANCE - ENDING	\$	-	\$ 46,216	\$	-	

			Check Register		
9/30/2025		End of Year	Oncok register		
10/01/2025	200042	Floralawn	Invoice: 34436 (Reference: Landscape Maintenance Per Agreement September 2025.)	13,917.80)
10/02/2025	200043	Blue Water Aquatics, Inc.	Invoice: 34236 (Reference: Pond / Waterway Treatment.)	1,965.00)
10/02/2025	200044	NaturZone Environmental Service	Invoice: 771059 (Reference: Monthly Pest Control Service.) Invoice: 780129 (Reference: Monthl	775.00)
10/02/2025	200045	Tampa Bay Poo Patrol	Invoice: 4344 (Reference: Pet waste station maintenance.)	916.67	,
10/02/2025	200046	ECS Integrations LLC	Invoice: 103073 (Reference: Amenity Access Management.) Invoice: 103078 (Reference: Videofied	861.75	j
10/03/2025	100325BOS1	Engage PEO	BOS Meeting 9/24/25	203.00)
10/03/2025	100325BOS2	Gerard Bianchi	BOS Meeting 9/24/25	184.70)
10/03/2025	100325BOS3	Michelle Diman	BOS Meeting 9/24/25	184.70)
10/03/2025	100325BOS4	Richard Ramirez	BOS Meeting 9/24/25	184.70)
10/03/2025	100325BOS5	Vincent S Pacifico	BOS Meeting 9/24/25	184.70)
10/03/2025	100325BOS6	Wendy Ann Perez	BOS Meeting 9/24/25	184.70)
10/06/2025	200047	Cooper Pools	Invoice: 2025-1293 (Reference: Monthly Commercial Maintenance October 2025.)	3,900.00)
10/06/2025	200048	Vesta Property Services, Inc.	Invoice: 428859 (Reference: Pool monitor September25.)	2,842.84	ļ
10/07/2025	200049	Lighthouse Engineering Inc.	Invoice: 2 (Reference: GENERAL ENGINEERING CONTRACT.)	7,329.00)
10/08/2025	5013	Egis Insurance Advisors	Insurance FY Policy# 100125324 10/01/25- 10/01/26	31,500.00)
10/08/2025	01ACH100825	PASCO County Utilities	1549 BERING ROAD 8.6.25- 9.5.25	273.48	3
10/10/2025	01ACH101025	TECO	1329 WYNDFIELDS BLVD 08.14.25- 09.12.25	106.69)
10/10/2025	01ACH101025	Spectrum Business	1549 Bering Rd 09.21.25- 10.20.25	357.62	2
10/10/2025	02ACH101025	TECO	1756 WYNFIELDS BL 08.14.25- 09.12.25	85.58	3
10/10/2025	03ACH101025	TECO	1548 WYNDFIELDS BLVD 08.14.25- 09.12.25	4,838.24	F
10/10/2025	04ACH101025	TECO	1147 MONTGOMERY BELL RD, WELL 08.14.25- 09.12.25	30.10)
10/10/2025	05ACH101025	TECO	32755 CUMBERLAND LN 8.14.25- 9.12.25	363.21	ı
10/10/2025	06ACH101025	TECO	32803 CUMBERLAND LN, WELL 08.14.25- 09.12.25	142.44	F
10/10/2025			Deposit	1,656.32	
10/14/2025	200050	Kilinski Van Wyk PLLC	Invoice: 13352 (Reference: Legal services.)	3,472.30)
10/14/2025	200051	Florida Fountains & Equipment, LLC	Invoice: CL-1175 (Reference: Oct. Cleaning 2025.)	1,225.00	ı
10/14/2025	200052	Vesta District Services	Invoice: 428960 (Reference: Management fees.) Invoice: 428995 (Reference: FY?2026 Dissminatio	10,416.67	,
10/14/2025	200053	Floralawn	Invoice: 35197 (Reference: irrigation repairs from monthly inspection (September, 2025).)	402.80	ı
10/14/2025	200054	Sun Coast Rust Control, Inc.	Invoice: 08377 (Reference: Commercial: Monthly water treatment (iron/rust) and service fee for p	1,575.00	ı
10/14/2025	200055	Vesta District Services	Invoice: 429059 (Reference: Billable Expenses - SEP 2025.)	2,717.01	ı
10/14/2025	200056	Arbitrage Rebate Counselors, LLC	Invoice: 101025- (Reference: Annual Arbitrage Report for the period September 28, 2024 to Septem	475.00	ı
10/14/2025	01ACH101425	TECO	1568 WYNDFIELDS BLVD, WELL 08.14.25- 09.12.25	27.16	i
10/16/2025	200057	Catherinne ProCleaners LLC	Invoice: 1226 (Reference: SEPT 2025 cleaning.)	1,950.00	1
10/21/2025	01ACH102125	Waste Management of FL	4 Yard Dumpster 2 week 10.01.25- 10.31.25	341.10	ı
10/23/2025	200058	Business Observer, Inc.	Invoice: 25-01543P (Reference: Legal Advertising.) Invoice: 25-01591P (Reference: Legal Adver	623.44	F
10/30/2025	200059	Floralawn	Invoice: 35433 (Reference: 17896 Tree fix.) Invoice: 35432 (Reference: 17895 Install and Furn	3,543.15	i
10/30/2025	200060	Cooper Pools	Invoice: 2025-1331 (Reference: STENNER PUMP 45M5 SERIES.)	715.00	1
10/30/2025	200061	Blue Water Aquatics, Inc.	Invoice: 34322 (Reference: Pond / Waterway Treatment.) Invoice: 34321 (Reference: g Services	2,533.25	j
10/30/2025	200062	Florida Training & Investigations	Invoice: 25202113 (Reference: Patrol service, rover vehicle and gas.) Invoice: 25202116 (Refe	10,400.00	,
10/31/2025	103125BOS1	Engage PEO	BOS Meeting 10/22/25	172.40	,
10/31/2025	103125BOS5	Gerard Bianchi	BOS Meeting 10/22/25	184.70	,
10/31/2025	103125BOS4	Michelle Diman	BOS Meeting 10/22/25	184.70	1
10/31/2025	103125BOS3	Richard Ramirez	BOS Meeting 10/22/25	184.70	,
	103125BOS2	Vincent S Pacifico	BOS Meeting 10/22/25	184.70	