



Rizzetta & Company

Lake St. Charles Community Development District

Board of Supervisors' Meeting December 03, 2025

District Office:
2700 S. Falkenburg Rd. Ste 2745
Riverview, Florida 33578
813.533.2950

www.lakestcharles.org

**LAKE ST. CHARLES
COMMUNITY DEVELOPMENT DISTRICT**

6801 Colonial Lake Drive Riverview, FL 33578

Board of Supervisors	John Hines Marshall	Chairman
	Toni Marie Davis	Vice Chairman
	Yvonne Brown	Assistant Secretary
	Virginia Gianakos	Assistant Secretary
	Benjamin Turinsky	Assistant Secretary
District Manager	Stephanie DeLuna	Rizzetta & Company, Inc.
District Counsel	Savannah Hancock	Kilinski Van Wyk
District Engineer	Ed Jimenez	Kimley-Horn

All cellular phones must be placed on mute while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, 1-800-955-8771 (TTY) or 1-800-955-8770 (voice), who can aid you in contacting the District Office.

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.

Board of Supervisors
Lake St. Charles
Community Development District

November 26, 2025

FINAL AGENDA

Dear Board Members:

The Audit Committee Meeting will convene on **Wednesday, December 03, 2025, at 4:45 p.m.** followed by the regular meeting of the Board of Supervisors of the Lake St. Charles Community Development District **at 5:00 p.m.** located at 6801 Colonial Lake Drive Riverview, FL 33578.

AUDIT COMMITTEE MEETING

- 1. CALL TO ORDER**
- 2. BUSINESS ADMINISTRATION**
 - A.** Consideration of Audit Proposal Instructions..... Tab 1
 - B.** Consideration of Audit Evaluation Criteria..... Tab 2
 - C.** Consideration of RFP for Audit Service Advertisement Tab 3
- 3. ADJOURNMENT**

REGULAR MEETING

The regular meeting of the Board of Supervisors of the Lake St. Charles Community Development District will be held on **Wednesday, December 03, 2025, at 5:00 p.m.** at 6801 Colonial Lake Drive Riverview, FL 33578.

BOARD OF SUPERVISORS' MEETING:

- 1. CALL TO ORDER/ ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. STAFF REPORTS**
 - A.** District Counsel
 - i.** Consideration of Resolution 2026-07 Setting a Public Hearing to Adopt Amended and Restated Rules of Procedure, an Encroachment Policy, Amended and Restated Rules relating to Parking Enforcement, and Amended and Restated Rules and Policies for Amenity Usage ...Tab 4
 - B.** District Engineer
 - C.** Landscape Update
 - D.** Operations Manager
 - i.** Monthly Status Report Tab 5
 - ii.** Update on Data Recovery
 - iii.** Consideration of Tree Removal Proposals..... Tab 6
 - iv.** Discussion on Holiday Lighting for Community Monuments and Directory Purpose
 - E.** District Manager
 - i.** Consideration of Quarterly Website Audit Tab 7

4. BUSINESS ITEMS

- A. Consideration of Pool Sensory Replacement Quote
- B. Consideration of Staffing Proposal..... Tab 8
- C. Consideration of Resolution 2026-05; Re-Designating Principal
Headquarters and Local Records Office Tab 9
- D. Ratification of Crisdel AgreementTab 10
- E. Discussion of HOA events Tab 11
- F. Landscape Inspection / RFP
- G. Discussion of Clubhouse Rental
- H. Discussion of No Motor Vehicles on Trailway

5. BUSINESS ADMINISTRATION (Consent Agenda)

- A. Consideration of Meeting Minutes from October 20th and
October 24th, 2025 Tab 12

7. SUPERVISOR REQUESTS

8. ADJOURNMENT

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 533-2950.

Sincerely,
Stephanie DeLuna
District Manager

Tab 1

**LAKE ST.CHARLES COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES**

The Lake St. Charles Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2026, with an option for four (4) additional optional annual renewals. The District is a local unit of special-purpose government created under Chapter 190, *Florida Statutes*, for the purpose of financing, constructing, and maintaining public infrastructure. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2030, be completed as soon as possible.

The auditing entity submitting a proposal must be duly licensed under Chapter 473, *Florida Statutes*, and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida Law and particularly Section 218.39, *Florida Statutes*, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) hard copy and One (1) digital copy of their proposal to Stephanie DeLuna (or by email SDeLuna@rizzetta.com and Devans@rizzetta.com) ("**District Manager**"), in an envelope marked on the outside "Auditing Services, Lake St. Charles Community Development District." 3434 Colwell Avenue Suite 200, Tampa, FL 33614. Proposals must be received by 12:00 p.m. on December 19, 2025, at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.

Lake St. Charles Community Development District
Stephanie DeLuna
District Manager

Run Date: December 12, 2025

Tab 2

LAKE ST. CHARLES COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSALS

District Auditing Services for Fiscal Year 2026

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than **December 19th, 2025**, at 12:00 pm., at the offices of District Manager, located at c/o Rizzetta & Company, 3434 Colwell Ave, Suite 200, Tampa, Florida 33614. Proposals will be publicly opened at that time.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit one (1) copy and one (1) digital, of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – Lake St. Charles Community Development District" on the face of it.

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions ("**Proposal Documents**").

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District's limited waiver of liability contained in Section 768.28, *Florida Statutes*, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List the position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal, plus the lump sum cost of three (3) annual renewals.

SECTION 13. PROTESTS. In accordance with the District's Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal Documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

Tab 3

**LAKE ST. CHARLES
COMMUNITY DEVELOPMENT DISTRICT
AUDITOR SELECTION
EVALUATION CRITERIA**

1. Ability of Personnel. (20 Points)

(E.g., geographic location of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. Proposer's Experience. (20 Points)

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other or current Community Development District(s) in other contracts; character, integrity, reputation of Proposer, etc.)

3. *Understanding of Scope of Work.* (20 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. *Ability to Furnish the Required Services.* (30 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required in a timely manner (meeting statutory or other deadlines for finalizing audits).

5. Price.

(10 Points) ***

Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.

Total

(100 Points)

***Alternatively, the Board may choose to evaluate firms without considering price, in which case categories 1 – 3 would be assigned 30 points each and category 4 would be assigned 40 points.

Tab 4A

RESOLUTION 2026-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF LAKE ST. CHARLES COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE DATE, TIME AND PLACE OF PUBLIC HEARINGS AND PUBLICATION OF NOTICE OF SUCH HEARINGS FOR THE PURPOSE OF ADOPTING THE AMENDED AND RESTATED RULES OF PROCEDURE, THE AMENDED AND RESTATED RULES AND POLICIES FOR AMENITY USAGE, AND THE SEAWALL AND DOCK ENCROACHMENT POLICY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Lake St. Charles Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Hillsborough County, Florida; and

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

WHEREAS, the Board previously adopted *Rules of Procedure* to govern the operation and administration of the District and now wishes to set a public hearing to adopt amended and restated rules of procedure, as set forth in **Exhibit A**; and

WHEREAS, the Board previously adopted *Rules and Policies for Amenity Usage* to govern the operation and administration of the District and now wishes to set a public hearing to adopt the amended and restated amenity rules, rates, fees, and charges set forth in **Exhibit B**, which relate to the District’s amenity facilities and operation of public improvements; and

WHEREAS, the Board finds that it is in the best interests of the District and necessary for the efficient operation of the District to set a public hearing to consider adoption of a policy and application fee for the installation of improvements on District property, attached hereto as **Exhibit C** and incorporated herein by this reference; and

WHEREAS, the Board finds that it is in the best interests of the District and necessary for the efficient operation of the District to set a public hearing to consider adoption of a parking enforcement policy for parking on District property, attached hereto as **Exhibit D** and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF LAKE ST. CHARLES COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. A public hearing will be held to adopt the District's (1) Amended and Restated Rules of Procedure, the (2) Amended and Restated Rules and Policies for Amenity Usage, the (3) Encroachment Policy; and the (4) Rules Relating to Parking Enforcement on **February 4, 2026, at 5:00 p.m. at the Lake St. Charles Community Development District Clubhouse, 6801 Colonial Lake Drive, Riverview, Florida 33578.**

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

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

PASSED AND ADOPTED this 3rd day of December 2025.

ATTEST:

**LAKE ST. CHARLES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Proposed Amended and Restated Rules of Procedure

Exhibit B: Proposed Amended and Restated Rules and Policies for Amenity Usage

Exhibit C: Proposed Encroachment Policy

Exhibit D: Proposed Rules Relating to Parking Enforcement

Exhibit A
Proposed Amended and Restated Rules of Procedure

[To begin on the following page.]

**AMENDED AND RESTATED RULES OF PROCEDURE
LAKE ST. CHARLES COMMUNITY DEVELOPMENT DISTRICT**

EFFECTIVE AS OF _____

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Rule 1.0 General.

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

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

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

Rule 1.1 Board of Supervisors; Officers and Voting.

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

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

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

- (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation. Florida Open Meetings Laws apply to such Committees.
- (4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accordance with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
 - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The Board member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

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

member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

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

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

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

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

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

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

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

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

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

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

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

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

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

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week, and shall satisfy the requirement to give at least seven (7) days' public notice stated herein. Each Notice shall state, as applicable:
 - (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least three (3) business days before the meeting/hearing/workshop by contacting the District Manager, Stephanie DeLuna, Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 by email at sdeluna@rizzetta.com or by phone at (813) 533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

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

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

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

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

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) District Manager

1. Financial Report
2. Approval of Expenditures

Supervisor's requests and comments

Public comment

Adjournment

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

funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist. Extraordinary circumstances may include, but are not limited to, illness, family emergencies, or other significant schedule conflicts which prevent in-person meeting attendance.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, an opportunity for final board discussion and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
 - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.

- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.
- (14) Security and 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) Internal Controls. The District shall establish and maintain internal controls designed to:
- (a) Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), *Florida Statutes*; and
 - (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
 - (c) Support economical and efficient operations; and
 - (d) Ensure reliability of financial records and reports; and
 - (e) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

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

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least seven (7) days before the notice of rulemaking described in Section 2.0(3), *infra.*, and at least thirty-five (35) days prior to the public hearing on the proposed rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the grant of rulemaking authority for the proposed rule and law being implemented, include the proposed rule number, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
 - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, including: a short, plain explanation of the purpose and effect of the proposed action, the proposed rule number (if applicable), a reference to the specific rulemaking authority pursuant to which the rule is adopted, a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific, and the name, e-mail address, and telephone number of the staff member who may be contacted regarding the intended action. The notice shall include a summary of the District’s statement of estimated regulatory costs and the website address where the complete statement of estimated regulatory costs may be viewed, if such a

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

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

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

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

(10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:

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

(11) Petitions to Challenge Existing Rules.

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

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

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

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

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

Rule 3.0 Competitive Purchase.

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

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

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

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

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

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

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

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

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

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

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

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

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

(4) Competitive Selection.

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

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

(5) Competitive Negotiation.

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

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

- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

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

Rule 3.2 Procedure Regarding Auditor Selection.

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

(1) Definitions.

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

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

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

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

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

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

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

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

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

place for submitting proposals.

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

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

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

Rule 3.3 Purchase of Insurance.

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

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

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

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

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

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

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

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

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

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

(3) Suspension, Revocation, or Denial of Qualification

(a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:

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

shall remain suspended, revoked, or denied until the documents are furnished.

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

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

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

Examples of factors affecting the seriousness of a deficiency are:

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

(4) Reapplication and Reinstatement

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

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

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

(5) Emergency Suspension and Revocation

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

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

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

Rule 3.5 Construction Contracts, Not Design-Build.

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

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

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

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

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

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

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

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

- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules only when there exists an immediate and serious need for construction services that cannot be met through normal procurement methods and the lack of such services would seriously threaten: (i) the District's ability to perform essential services; (ii) the preservation or protection of property or improvements; or (iii) the health, safety, or welfare of any person. The fact that an Emergency Purchase has occurred or is necessary, along with a detailed description of the basis for the emergency determination, shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board

that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

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

Rule 3.6 Construction Contracts, Design-Build.

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

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

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

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

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

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

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

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

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

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

Rule 3.7 Payment and Performance Bonds.

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

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

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

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

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

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

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

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

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

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

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

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

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

Rule 3.9 Maintenance Services.

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

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

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

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

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

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

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.
Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

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

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

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

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

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

(1) Filing.

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

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

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours, which are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via certified mail, hand delivery, or email with delivery confirmation to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other qualified person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;
 - (b) Rule upon offers of proof and receive relevant evidence;
 - (c) Regulate the course of the hearing, including any pre-hearing matters;

(d) Enter orders; and

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

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

(5) Intervenors. Other substantially affected persons may join the proceedings as intervenors by filing a motion to intervene within ten (10) calendar days of the initial protest filing, on terms that shall not unduly delay the proceedings.

(6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.

(7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

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

Law Implemented: § 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective _____, 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.

LAKE ST. CHARLES COMMUNITY DEVELOPMENT DISTRICT

AMENDED AND RESTATED RULES AND POLICIES FOR AMENITY USAGE

ADOPTED – _____, 2025¹

¹ LAW IMPLEMENTED: SS. 190.011, 190.035, FLA. STAT. (2025); in accordance with Chapter 190 of the Florida Statutes, and on _____ at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Lake St. Charles Community Development District adopted the following rules, policies and rates governing the operation of the District's facilities and services.

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DEFINITIONS

“Amenities” or “Amenity Facilities”– shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to clubhouse, swimming pool, spa, pool deck, fitness trail, dock and boat launch, dog parks, parks, tennis and pickleball court, basketball court, sand volleyball court, and playground, together with their appurtenant facilities and areas.

“Amenity Policies” or “Policies” and “Amenity Rates” – shall mean these Amended and Restated Rules and Policies for Amenity Usage of the Lake St. Charles Community Development District, as amended from time to time. The Board of Supervisors reserves the right to amend or modify these Policies, as necessary and convenient, in their sole and absolute discretion, and will notify Patrons of any changes. Patrons may obtain the currently effective Policies from the District Manager’s Office. The Board of Supervisors and District Staff shall have full authority to enforce the Amenity Policies.

“Amenity Manager” – shall mean the District Manager or that person or firm so designated by the District’s Board of Supervisors, including their employees.

“Amenity Rates” – shall mean those rates and fees established by the Board of Supervisors of the Lake St. Charles Community Development District as provided in **Exhibit A** attached hereto.

“Access Card” – shall mean an electronic Access Card issued by the District Manager to each Patron Household (as defined herein) to access the Amenity Facilities.

“Board of Supervisors” or “Board” – shall mean the Board of Supervisors of the Lake St. Charles Community Development District.

“District” – shall mean the Lake St. Charles Community Development District.

“District Staff” – shall mean the professional management company with which the District has contracted to provide management services to the District, the Amenity Manager, and District Counsel.

“Guest” – shall mean any person or persons, other than a Resident or Non-Resident Patron, who are expressly authorized by the District to use the Amenities, or invited for a specific visit by a Patron to use the Amenities.

“Guest Access Pass” – shall mean any person or persons, other than a Resident or Non-Resident Patron, who are issued temporary amenity access in accordance with these Policies.

“Homeowners Association” or “HOA” or “POA” – shall mean an entity or entities, including its/their employees and agents, which may have jurisdiction over lands located within the District, either now or in the future, which may exist to aid in the enforcement of deed restrictions and covenants applicable to lands within the District.

“Household” – shall mean a residential unit or a group of individuals residing within a Resident’s home. ***This does not include visiting friends, guests, relatives or extended family not permanently residing in the home.*** Upon District’s request, proof of residency for individuals over the age of eighteen (18) years may be required by driver’s license or state or federal issued form of identification, including a signed affidavit of residency.

“Lakes” or “Ponds” – shall mean those water management and control facilities and waterways within the District, including but not limited stormwater management facilities, lakes and ponds.

“Non-Resident” – shall mean any person who does not own property within the District.

“Non-Resident Patron” – shall mean any person or Household not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.

“Non-Resident User Fee” or “Annual User Fee” – shall mean the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident Patron. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

“Patron” – shall mean Residents, Guests, Non-Resident Patrons and Renters.

“Renter” – shall mean a tenant, occupant or an individual maintaining his or her residence in a home located within the District pursuant to a valid rental or lease agreement. Proof of valid rental or lease agreement shall be required.

“Resident” – shall mean any person or Household owning property within the District, or any Renter who has been approved for issuance of an Access Card.

The words "hereof," "herein," "hereto," "hereby," “hereinafter” and "hereunder" and variations thereof refer to the entire Amenity Policies and Rates.

All words, terms and defined terms herein importing the singular number shall, where the context requires, import the plural number and vice versa.

AMENITIES ACCESS AND USAGE

- (1) **General.** Only Patrons have the right to use the Amenities; provided, however, that certain community programming events may be available to the general public where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements, including adherence to these Amenity Policies and execution of waivers and hold harmless agreements, if any.
- (2) **Use at your Own Risk.** *All persons using the Amenities do so at their own risk and agree to abide by the Amenity Policies. The District shall assume no responsibility and shall not be liable in any incidents, accidents, personal injury or death, or damage to or loss of property arising from the use of the Amenities or from the acts, omissions or negligence of other persons using the Amenities.*
- (3) **Resident Access and Usage.** Residents are permitted to access and use the Amenities in accordance with the policies and rules set forth herein, and are not responsible for paying the Annual Non-Resident User Fee set forth herein. In order to fund the operation, maintenance and preservation of the facilities, projects and services of the District, the District levies maintenance special assessments payable by property owners within the District, in accordance with the District's annual budget and assessment resolutions adopted each fiscal year, and may additionally levy debt service assessments payable by property owners to repay debt used to finance public improvements. Residents shall not be entitled to a refund of any maintenance special assessments or debt service special assessments due to closure of the Amenities or suspension of that Resident's access privileges. Residents must complete the "Amenity Access Registration Form" prior to access or use of the Amenities, attached hereto as **Exhibit B**, and each Household shall receive an Access Card.
- (4) **Non-Resident Patron Access and Usage.** A Non-Resident Patron must pay the Annual Non-Resident User Fee to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual Non-Resident User Fee shall be paid in full on the anniversary date of application. Annual Non-Resident User Fees may be renewed no more than thirty (30) days in advance of the date of expiration and for no more than one calendar year. Multi-year memberships are not available. The Annual Non-Resident User Fee is nonrefundable and nontransferable. Non-Resident Patrons must complete the Amenity Facilities Access Registration Form prior to access or use of the Amenities.
- (5) **Guest Access and Usage.** Each Patron Household is entitled to bring five (5) persons as Guests to the Amenities at one time. District Staff shall be authorized to verify and enforce the authorized number of Guests. A Patron must always accompany its Guests during its Guests' use of the Amenities, unless a Guest Access Pass has been issued in accordance with these Policies. Patrons are responsible for all actions, omissions and negligence of such Guests, including Guests' adherence to the Amenity Policies. Violation of these Amenity Policies by a Guest may result in suspension or termination of the Patron's access and usage privileges. *Exceeding the authorized number of Guests specified above shall be grounds for suspension or termination of a Patron Household's access and usage privileges.*
- (6) **Renter's Privileges.** Residents who rent or lease residential units in the District shall have the right to designate the Renter of a residential unit as the beneficial users of the Resident's privileges to use the Amenities, subject to requirements stated herein.

Resident shall provide a written notice to the District Manager on the "Assignment of Amenity Rights and Privileges" form attached hereto as **Exhibit C**, designating and identifying the Renter who shall hold the beneficial usage rights, submitting with such notice the Renter's proof of residency (i.e., a copy of the lease agreement). Upon notice, Resident shall be required to pay any applicable fee before his or her Renter receives an Access Card. Renter's Access Card shall expire at the end of the lease term and may be reactivated upon provision of proof of residency.

A Renter who is designated by a Resident as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident, subject to all Amenity Policies. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities. In other words, Renters and Residents cannot simultaneously hold Amenity privileges associated with that residential unit. Residents may retain their Amenities rights in lieu of granting them to their Renters.

Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedures established by the District. Residents are responsible for the deportment of their respective Renter, including the Renter's adherence to the Amenity Policies.

- (7) **Access Cards.** Up to six (6) complimentary Access Cards will be issued to each Household at the time they register with the District, or upon approval of Non-Resident Patron application and payment of applicable Annual User Fee, or upon verification and approval of Renter designation. Proof of property ownership may be required annually. All Patrons must use their Access Card for entrance to the Amenities.

All Patrons must use the Access Card issued to their Household for entrance to the Amenity Facilities. Each Household will be issued up to six (6) initial Access Cards free of charge. Replacement Access Cards may be purchased in accordance with the Amenity Rates in effect at the time of purchase, but each Household may have no more than six (6) Access Cards in service at a time.

Patrons must scan their Access Cards in the Card reader to gain access to the Amenities. This Access Card system provides a security and safety measure for Patrons and protects the Amenities from non-Patron entry. Under no circumstances shall a Patron provide their Access Card to another person, whether Patron or non-Patron, to allow access to the Amenities, and under no circumstances shall a Patron intentionally leave doors, gates, or other entrance barriers open to allow entry by non-Patrons.

Access Cards are the property of the District and are non-transferable except in accordance with the District's Amenity Policies. All lost or stolen Cards must be reported immediately to District Staff. Fees shall apply to replace any lost or stolen Cards.

GENERAL AMENITY POLICIES

- (1) **Hours of Operation.** All hours of operation of the Amenities will be established and published by the District on its website and/or posted at the applicable Amenity facility. The District may restrict access or close some or all of the Amenities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, or for other purposes as circumstances may arise. Any programs or activities of the District may have priority over other users of the Amenities. Unless otherwise posted on the website or at the applicable Amenity facility, all outdoor Amenities are open only from dawn until dusk. The specific, current hours of operation for several of the Amenities, which may be amended from time to time and which may be subject to closure for holidays and other special circumstances, are as published on the District's website and/or as posted at the applicable Amenity facility. No Patron is allowed in the service areas of the Amenities.
- (2) **General Usage Guidelines.** The following guidelines supplement specific provisions of the Amenity Policies and are generally applicable and shall govern the access and use of the Amenities:
 - (a) **Registration and Access Cards.** Each Patron must scan in an Access Card in order to access the Amenities and must have his or her assigned Access Card in their possession and available for inspection upon District Staff's request. Access Cards are only to be used by the Patron to whom they are issued. In the case of Guests, Guests must be accompanied by a Patron possessing a valid Access Card at all times.
 - (b) **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons must be properly attired with shirts and shoes to use the Amenities for each facility's intended use. Bathing suits and wet feet are not allowed indoors with the exception of the bathrooms appurtenant to the pool area.
 - (c) **Food and Drink.** Food and drink will be limited to designated areas only. No glass containers of any type are permitted at any of the Amenities. All persons using any of the Amenities must keep the area clean by properly disposing of trash or debris.
 - (d) **Parking and Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, pond banks, roadsides, or in any way which blocks the normal flow of traffic. During special events, alternative parking arrangements may be authorized but only as directed by District Staff.
 - i. Low speed vehicles, electric bicycles, and other, similar motorized vehicles are permitted on the roadways in accordance with all applicable state and county laws and ordinances and must be operated in accordance with all applicable state and county laws and ordinances.
 - ii. Any rideable apparatus, motorized or not, is prohibited on all District-owned fields, grassy common areas, pond banks, pool deck, dog park, tennis court, basketball court, sand volleyball court, or other similar recreation areas.
 - iii. No person shall operate any self-propelled vehicle (other than a bicycle) or motorized vehicle, including but not limited to, all-terrain vehicles, motorized scooters, motorized bicycles, motorized skateboard, motorized go-cart, electrical cart, low speed vehicles and any other motorized vehicle that is not licensed for use on public highways that can exceed 15 miles per hour on the fitness trail and sidewalks. This prohibition shall not apply to personal assistive mobility devices and law enforcement personnel or District Staff or vendors who use such transportation in the normal course of their duties.
 - (e) **Fireworks/Flames.** Fireworks and open flames of any kind are not permitted anywhere on District-owned property or adjacent areas.
 - (f) **Skateboards, Etc.** Bicycles, skateboards and rollerblades are not permitted on District property which shall include, but not specifically be limited to the clubhouse, swimming pool, pool deck,

tennis court, basketball court, sand volleyball court, parks and open fields, dog park, and playground, together with their appurtenant facilities and areas.

- (g) **Grills.** Personal barbeque grills are not permitted at the Amenities or on any other District-owned property.
- (h) **Firearms.** Firearms are not permitted in any of the Amenities or on any District property in each case to the extent such prohibitions are permitted under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.
- (i) **Equipment.** All District equipment, furniture and other tangible property must be returned in good condition after use. Patrons are encouraged to notify District Staff if such items need repair, maintenance or cleaning.
- (j) **Littering.** Patrons are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
- (k) **Bounce Houses and Other Structures.** The installation and use of bounce houses and similar apparatus is prohibited on District property unless prior approval is given by District Staff in conjunction with a rental of the District's Amenity Facilities.
- (l) **Excessive Noise.** Excessive noise that will disturb other Patrons is not permitted, including but not limited to use of cellular phones and speakers of any kind that amplify sound.
- (m) **Lost or Stolen Property.** The District is not responsible for lost or stolen items. The Amenity Manager is not permitted to hold valuables or bags for Patrons. All found items should be turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for two weeks after which District Staff shall dispose of such items in such manner as determined in its sole discretion; provided, however, that District Staff shall not be permitted to keep such items personally or to give such items to a Patron not otherwise claiming ownership.
- (n) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
- (o) **Compliance with Laws and District Rules and Policies.** All Patrons shall abide by and comply with all applicable federal, state and local laws, rules, regulations, ordinances and policies, as well as all District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same. Failure to abide by any of the foregoing may be a basis for suspension or termination of the Patron's privileges to use or access the Amenities.
- (p) **Courtesy.** Patrons and all users shall treat all staff members and other Patrons and Guests with courtesy and respect. Disrespectful or abusive treatment of District Staff or District contractors may result in suspension or termination of Amenity access and usage privileges. If District Staff requests that a Patron leave the Amenity Facilities due to failure to comply with these rules and policies, or due to a threat to the health, safety, or welfare, failure to comply may result in immediate suspension or termination of Amenity access and usage privileges.
- (q) **Profanity/Obscenity.** Loud, profane, abusive, or obscene language or behavior is prohibited.
- (r) **Emergencies.** In the event of an injury or other emergency, please contact 911 and alert District Staff immediately.
- (s) **False Alarms.** Any Patron improperly attempting to enter the Amenity Facilities outside of regular operating hours or without the use of a valid Access Card and who thereby causes a security alert will be responsible for the full amount of any fee charged to the District in connection with such security alert and related response efforts.
- (t) **Outside Vendors/Commercial Activity.** Outside vendors and commercial activity are prohibited on District property unless they are invited by the District as part of a District event or program or as authorized by the District in connection with a rental of the Amenity Facilities.

- (u) **Organized Activities.** Any organized activities taking place at the Amenity Center must first be approved by the District. This includes, but is not limited to, fitness instruction, special events, etc.

SMOKING, DRUGS AND ALCOHOL

Smoking, including using any paraphernalia designed to consume tobacco or other substances such as vaping and electric and non-electronic devices, is prohibited anywhere inside the Amenity Facilities, including any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. Additionally, to the extent not prohibited by law, smoking is discouraged in all other areas of the Amenities and on District owned property. All waste must be disposed of in the appropriate receptacles. Any violation of this policy shall be reported to District Staff.

Possession, use and/or consumption of illegal drugs or alcoholic beverages is prohibited at the Amenities and on all other District owned property. Any person that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities. Violation of this policy may result in suspension or termination of Amenity access and usage privileges and illegal drug use may be punished to the maximum extent allowed by law.

SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of “Service Animals” as defined by Florida law, trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, Amenity buildings (offices, social halls and fitness center), pools, various sport courts and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal only under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal’s behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual’s disability to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

SWIMMING POOL POLICIES

- (1) **Operating Hours.** Swimming is permitted only during designated hours, as posted at the pool.
- (2) **Swim at Your Own Risk.** No Lifeguards will be on duty. All persons using the pool do so at their own risk and must abide by all swimming pool rules and policies.
- (3) **Supervision of Minors.** Non-swimming children should be under the supervision of a parent and/or guardian who is capable of swimming safely and/or without assistance and who should remain within arm's reach of the non-swimming child(ren) at all times. Persons unable to swim safely and/or without assistance must be accompanied by a person who is capable of swimming safely and/or without assistance at all times in and around the pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device MUST be supervised one-on-one by a parent and/or guardian who is capable of swimming safely and/or without assistance, who is in the water and within arm's length of the child. Even proficient swimmers could find themselves at risk, the District recommends Patrons not swim alone. All persons entering the Amenity Facilities do so at their own risk, regardless of age or ability.
- (4) **Aquatic Toys and Recreational Equipment.** No flotation devices are allowed in the pool except for water wings and swim rings used by small children, under the direct supervision of an adult as specified in Section (3) immediately above. Inflatable rafts, balls, pool floats and other toys and equipment are prohibited.
- (5) **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters, nasal or ear discharge may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
- (6) **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times. No thongs or Brazilian bikinis are allowed. Wearing prohibited attire will result in immediate expulsion from the pool area.
- (7) **Horseplay.** No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, or other horseplay is allowed in the pool or on the pool deck area.
- (8) **Diving.** Diving is strictly prohibited at the pool. Back dives, back flips, back jumps, cannonball splashing or other dangerous actions are prohibited.
- (9) **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning.
- (10) **Pool Furniture; Reservation of Tables or Chairs.** Tables and chairs may not be removed from the pool deck. Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them except temporarily to allow the Patron using them to enter the pool or use the restroom facilities.
- (11) **Entrances.** Pool entrances must be kept clear at all times.
- (12) **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
- (13) **Swim Diapers.** Anyone who is not reliably toilet trained, including but not limited to young children, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste contaminating the swimming pool and deck area. If contamination occurs, the pool will be shocked and closed for a period of at least twelve (12) hours. Persons not abiding by this policy shall be responsible for any costs incurred in treating and reopening the pool.

- (14) **Staff Only.** Only authorized staff members and contractors are allowed in the service and chemical storage areas. Only authorized staff members and contractors may operate pool equipment or use pool chemicals.
- (15) **Pool Closure.** In addition to Hillsborough County and the State of Florida health code standards for pools and pool facilities, and as noted above, the pool may be closed for the following reasons:
- a. During severe weather conditions (heavy rain, lightning and thunder) and warnings, especially when visibility to the pool bottom is compromised (deck also closed).
 - b. For thirty (30) minutes following the last occurrence of thunder or lightning (deck also closed).
 - c. Operational and mechanical treatments or difficulties affecting pool water quality.
 - d. For a reasonable period following any mishap that resulted in contamination of pool water.
 - e. Any other reason deemed to be in the best interests of the District as determined by District staff.
- (16) **Containers.** No glass, breakable items, or alcoholic beverages are permitted in the pool area. No food or chewing gum is allowed in the pool.
- (17) **No Private Rentals.** The pool area is not available for rental for private events. All pool rules and limitations on authorized numbers of Guests remain in full affect at all times.
- (18) **Programming.** District Staff reserves the right to authorize all programs and activities, including with regard to the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including swim lessons, aquatic/recreational programs and pool parties. Any organized activities taking place at the Amenity Center must first be approved by the District.
- (19) **Spa Usage Guidelines.**
- a. Children under the age of twelve (12) are not permitted in the spa area without supervision by an adult over the age of eighteen (18).
 - b. Pregnant women and those on medication should consult a doctor before using the hot tub.

PLAYGROUND POLICIES

- (1) **Use at Own Risk.** Patrons may use the playgrounds and parks at their own risk and must comply with all posted signage.
- (2) **Hours of Operation.** Unless otherwise posted, all playground and park hours are from dawn to dusk.
- (3) **Supervision of Children.** Supervision by an adult eighteen (18) years and older is required for children twelve (12) years of age or under. Children must always remain within the line of sight of the supervising adult. All children are expected to play cooperatively with other children.
- (4) **Shoes.** Proper footwear is required and no loose clothing, especially with strings, should be worn.
- (5) **Mulch.** The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
- (6) **Food & Drink.** No food, drinks or gum are permitted on the playground, other than such water in non-breakable containers as may be necessary for reasonable hydration, but are permitted at the parks. Patrons and Guests are responsible for clean-up of any food or drinks brought by them to the parks.
- (7) **Glass.** No glass containers or objects are permitted. Patrons should notify District Staff if broken glass is observed at the playground or parks.
- (8) **Pets.** Pets, with the exception of service animals, as defined in the General Provisions, are not permitted on the playground at any time.

PARKS, MULTI-PURPOSE FIELDS, AND OUTDOOR AREAS POLICIES

- (1) **Use at Own Risk.** Patrons may use the parks, multi-purpose fields and outdoor areas at their own risk and must comply with all posted signage.
- (2) **First Come Basis.** All areas are open for Patrons use.
- (3) **Vehicles.** No bicycles, scooters, skateboards, or other equipment or vehicles with wheels are permitted in the outdoor areas.
- (4) **Chalking.** Chalking or marking the field must be approved in advance and proper marking materials must be used.
- (5) **Glass Containers.** No glass containers or breakable objects of any kind are permitted on the fields.
- (6) **Pets.** Pets must be kept on leash, and Patrons and Guests must pick up and dispose of pet waste in appropriate receptacles.
- (7) **Equipment.** Patrons are responsible for bringing their own equipment.
- (8) **Sports Instruction.** Except as expressly authorized by the District, sports instruction for fees, or solicitation of sports instruction for fees, is prohibited.
- (9) **Noise.** The volume of live or recorded music must not violate applicable Hillsborough County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.
- (10) **Clean-Up.** Patrons and Guests must clean up after themselves and dispose of trash in the appropriate receptacles.

BASKETBALL COURT POLICIES

- (1) **Play at Your Own Risk.** Play at your own risk. The basketball court is not supervised during operating hours.
- (2) **First-Come Basis.** The courts are available for use by Patrons and Guests only on a first-come, first-serve basis. When other players are waiting, basketball court use should be limited to one (1) hour.
- (3) **Attire.** Players must wear appropriate attire at all times.
- (4) **Use.** The use of the basketball court is for basketball only.
- (5) **Pets.** Pets, with the exception of Service Animals, are not permitted on the basketball court at any time.
- (6) **Food and Drinks.** Food and gum are not permitted on the basketball court. Drinks are permitted on the basketball court but must be in a non-breakable, spill-proof container.
- (7) **Glass Containers.** No glass containers or breakable objects of any kind are permitted on the basketball court.
- (8) **Operating Hours.** The basketball court is open from dawn to dusk only, or as otherwise posted by the District. No one is permitted on the basketball court at any other time unless a specific event is pre-approved by the District and scheduled.
- (9) **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades, skateboards, electric bikes, electric scooters or equipment with similar uses are permitted on the basketball court.
- (10) **Instruction.** Except as expressly authorized by the District, any instruction relating to basketball for fees, or the solicitation of such instruction for fees, is prohibited.
- (11) **Noise.** The volume of live or recorded music must not violate applicable Hillsborough County noise ordinances and may not unreasonably interfere with residents' enjoyment of their homes.

TENNIS AND PICKLEBALL COURT POLICIES

- (1) **Play at your Own Risk.** Play at Your Own Risk. The tennis and pickleball courts are not supervised during operating hours.
- (2) **First Come Basis.** Courts are available for use by Patrons and Guests only on a first come first serve basis. When other players are waiting, tennis and pickleball court use should be limited to one (1) hour.
- (3) **Attire.** All players shall be dressed in appropriate attire at all times. Hard and/or black soled shoes are restricted from the tennis and pickleball courts.
- (4) **Use.** The tennis and pickleball courts are for tennis or pickleball only.
- (5) **Pets.** Pets, with the exception of service animals, as defined in the General Provisions, are not permitted on the tennis or pickleball courts at any time.
- (6) **Food and Drinks.** Food and gum are not permitted on the tennis or pickleball courts. Drinks must be in a non-breakable spill-proof container.
- (7) **Glass Containers.** No glass containers or breakable objects of any kind are permitted on the tennis or pickleball courts.

- (8) **Operating Hours.** The hours of operation for the tennis and pickleball courts will be established and published by District Staff. No one is permitted on the tennis or pickleball courts outside of the established operating hours unless a specific event is pre-approved and scheduled.
- (9) **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades or skateboards, electric bikes, electric scooters or similar uses are permitted on the tennis or pickleball courts.
- (10) **Furniture.** No furniture, other than benches already provided, will be allowed on the playing surfaces.
- (11) **Tennis and Pickleball Instruction.** Except as expressly authorized by the District, tennis and/or pickleball instruction for fees, or solicitation of tennis and/or pickleball instruction for fees, is prohibited.
- (12) **Noise.** The volume of live or recorded music must not violate applicable Hillsborough County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.

DOG PARK POLICIES

- (1) **Use at Your Own Risk.** Patrons shall use the Dog Park at their own risk and must comply with all posted signage. Patrons are responsible for the behavior of their dogs at all times. If any dog shows aggressive behavior, the owner must immediately remove the dog from the Dog Park. The District is not responsible for injuries to visiting dogs, their owners, or others using the Dog Park. The Dog Park is exclusively for the use and enjoyment of Patrons' dogs and should not be used for other activities.
- (2) **Hours of Operation.** Unless otherwise posted, the dog park may be used from sunrise until sunset.
- (3) **Supervision.** Patrons must be capable of exerting physical control over their dog or dogs. Dogs must be off leash when inside the park. Dogs should be under voice control and continuously supervised with a leash readily available if necessary. Dogs must be leashed while entering or exiting the Dog Park. No more than three (3) dogs are permitted per handler.
- (4) **Reservations not Permitted.** The Dog Park is available to all Patrons on a first-come, first-served basis and cannot be reserved for exclusive use. Play shall be limited to one (1) hour if the Dog Park is at full occupancy and other Patrons are waiting for entry.
- (5) **Attire.** Proper footwear and clothing should be worn while inside Dog Park.
- (6) **Food and Toys Prohibited.** Any type of food, including dog food and treats, is prohibited at the Dog Park. Dog toys and bones are not permitted inside the Dog Park.
- (7) **Vaccinations.** Dogs must wear county-issued tags for vaccinations, including, but not limited to, rabies vaccination as required by law in Florida.
- (8) **Prohibited.** Dogs in heat, dogs with aggressive behavior, and dogs under four (4) months of age are not permitted in the Dog Park.
- (9) **Clean Up.** Patrons are responsible for removing or cleaning up any trash and must immediately dispose of dog waste and fill any holes dug by their dog(s).

FITNESS TRAIL POLICIES

- (1) **Use at Own Risk.** Patrons may use the fitness trail at their own risk and must comply with all posted signage.
- (2) **Use.** Appropriate trail uses include, but are not limited to, jogging, running, biking, skateboarding, rollerblading, or just a leisurely stroll. Pedestrians have the right-of-way on the trail. Patrons shall allow other Patrons utilizing the trail to safely pass on their left-hand side.
- (3) **Prohibited.** No person shall operate any self-propelled vehicle (other than a bicycle) or motorized vehicle, including but not limited to, all-terrain vehicles, motorized scooters, motorized bicycles, motorized skateboard, motorized go-cart, electrical cart, low speed vehicles and any other motorized vehicle that is not licensed for use on public highways that can exceed 15 miles per hour on the fitness trail and sidewalks. This prohibition shall not apply to personal assistive mobility devices and law enforcement personnel or District Staff or vendors who use such transportation in the normal course of their duties.

SAND VOLLEYBALL COURT POLICIES

- (1) **Play at your Own Risk.** Play at Your Own Risk. The sand volleyball courts are not supervised during operating hours.
- (2) **First Come Basis.** Courts are available for use by Patrons and Guests only on a first come first serve basis. When other players are waiting, sand volleyball court use should be limited to one (1) hour.
- (3) **Attire.** All players shall be dressed in appropriate attire at all times.
- (4) **Use.** The sand volleyball courts are for volleyball only. The sand area is not for other play, use, or purpose.
- (5) **Pets.** Pets, with the exception of service animals, as defined in the General Provisions, are not permitted on the sand volleyball courts at any time.
- (6) **Food and Drinks.** Food and gum are not permitted on the sand volleyball courts. Drinks must be in a non-breakable spill-proof container.
- (7) **Operating Hours.** The sand volleyball courts are open from dawn to dusk only, or as otherwise posted by the District Manager. No one is permitted on the volleyball courts at any other time unless a specific event is pre-approved and scheduled.
- (8) **Furniture.** No furniture will be allowed on the playing surfaces.
- (9) **Equipment.** No tools, recreational equipment, sand toys or sporting equipment beyond that used to play volleyball are permitted on the playing surfaces.
- (10) **Volleyball Instruction.** Except as expressly authorized by the District, volleyball instruction for fees, or solicitation of tennis instruction for fees, is prohibited.
- (11) **Noise.** The volume of live or recorded music must not violate applicable Hillsborough County noise ordinances or unreasonably interfere with residents' enjoyment of their homes.

LAKES AND PONDS POLICIES

Lakes and Ponds (used interchangeably and reference to one shall implicate the other) within the District primarily function as retention ponds to facilitate the District's system for treatment and attenuation of stormwater run-off and overflow. As a result, contaminants may be present in the water. These policies are intended to limit contact with such contaminants and ensure the continued operations of the Ponds while allowing limited recreational use of the same.

- (1)** Users of District Lakes shall not engage in any conduct or omission that violates any ordinance, resolution, law, permit requirement or regulation of any governmental entity relating to the District Lakes.
- (2)** Wading and swimming in District Lakes are prohibited.
- (3)** Boating (motorized and non-motorized), paddleboarding, and other recreational water activities are permitted in District Lakes and should be done so at your own risk. District Lakes are not supervised.
- (4)** Subject to the following requirements, Patrons may fish from District Lakes and Ponds.
 - a.** Compliance with State fishing licensure requirements must be met.
 - b.** The District has a "catch and release" policy for all fish caught in District Lakes and Ponds.
 - c.** The following items are prohibited on or near the Lakes and Ponds: spears, large nets, traps, bows and arrows.
 - d.** To protect the fish and waterfowl, fishing lines must not be left unattended.
 - e.** Accessing Lakes and Ponds through private property between homes is prohibited and can be considered trespassing.
- (5)** Pets are not allowed in the District Lakes.
- (6)** No docks or other structures, whether permanent or temporary, shall be constructed and placed in or around the District Lakes or other District stormwater management facilities, unless approved by the District prior to installation.
- (7)** No pipes, pumps or other devices used for irrigation or the withdrawal of water shall be placed in or around the District Lakes, except by the District.
- (8)** No foreign materials may be disposed of in the District Lakes, including, but not limited to: tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers, or any other material that is not naturally occurring or which may be detrimental to the Lake environment.
- (9)** Easements through residential backyards along the community's stormwater management system are for maintenance purposes only and are not general grants for access for fishing or any other recreational purpose. Access to residents' backyards via these maintenance easements is prohibited. Unless individual property owners explicitly grant permission for others to access their backyards, entering their private property can be considered trespassing. Please be considerate of the privacy rights of other residents.
- (10)** Beware of wildlife - snakes, alligators, snapping turtles, birds and other wildlife which may pose a threat to your safety are commonly found in stormwater management facilities in Florida. Wildlife may neither be removed from nor released into the District Lakes; notwithstanding the foregoing, nuisance alligators posing a threat to the health, safety and welfare may be removed by a properly permitted and licensed nuisance alligator trapper, in accordance with all applicable state and local laws, rules, ordinances and policies including but not limited to rules promulgated by the Florida Fish and Wildlife Conservation Commission ("FWC"). Anyone concerned about an alligator is encouraged to call FWC's toll-free Nuisance Alligator Hotline at 866-FWC-GATOR (866-392-4286).

- (11) Any hazardous condition concerning the District Lakes must immediately be reported to the District Manager and the proper authorities.
- (12) No diving or jumping off of the District dock is permitted.

The Lake St. Charles Community Development District is not responsible for injury or damage to persons or property, including accidental death, resulting from the use of Lakes or Ponds. All persons, including but not limited to property owners, Patrons, Guests, and invitees, are using Lakes and Ponds at their own risk. There are no lifeguards or other safety personnel present at any time. Lakes and Ponds contain wild animals or other natural or man-made hazards which may result in injury or death. The Lake St. Charles Community Development District makes no representation that the use of any Lake or Pond is suitable for recreational boating or fishing. These Policies and procedures are intended only to assist in the orderly and continued enjoyment of the natural surroundings.

GUEST ACCESS PASS

- (1) **General.** Patrons may apply for a Guest Access Pass for individuals that are: (1) residing overnight within the Patron's home; or (2) individuals that provide a service to the Patrons, such as babysitting, pet-sitting, or a function that lends itself to usage of the Amenities. A maximum of two (2) Guest Access Passes may be issued at one time.
- (2) **Term.**
 - a. **Temporary.** Upon issuance, a Guest Access Pass shall be active for fourteen (14) days. Any extensions may be approved by District Staff upon request.
 - b. **Extended Guest Passes.** Extended Guest Access Passes are available for Patron's nannies, babysitters, or pet sitters for a maximum of six (6) months.
- (3) **Issuance.** A Patron and the user of the Guest Access Pass must complete the application attached hereto as **Exhibit E**. A Guest Access Pass requires a refundable deposit, as outlined in **Exhibit A**. In the event the Guest Access Pass is not returned to District Staff within ten (10) days of expiration, the deposit will be forfeited.
- (4) **Additional Guests.** Individuals utilizing a Guest Access Pass may not bring additional Guests into the Amenities.
- (5) **Compliance with District Policies.** Patrons are responsible for the conduct of the individual using the Guest Access Pass. Misconduct under these Policies may result in suspension or termination of rights or forfeiture of future Guest Access Passes.

AMENITY RENTALS

The following policies apply to the rental of the Amenities:

- (1) **Patrons Only.** Unless otherwise directed by the District, only Patrons may reserve the portions of the Amenities for parties and events. Rental reservations may not be made more than six (6) months prior to the event, and payment must be submitted no more than ninety (90) days before the date of the event and no less than two (2) weeks before the date of the event; however, the District Manager, or their designee, may, in his or her sole discretion, accept payment up to two (2) business days prior to the rental date. Patrons interested in the rental of the Amenities must contact the District Manager in order to determine availability of the Amenities for any particular reservation. All of the District policies remain in force during parties and events. Patrons renting the Amenities are responsible for ensuring that all Guests and attendees adhere to the District's policies.
- (2) **Amenities Available for Rental.** Only the clubhouse is available for rental. Patrons may not rent the clubhouse on behalf of non-Patrons. All rentals are subject to availability and the discretion of District Staff. The pool is NOT available for rental and shall remain open to other Patrons and their Guests during normal operating hours.
- (3) **Rental Application and Rental Agreement.** Patrons must submit a completed Rental Application, a copy of which is attached hereto as **Exhibit D**, to the District Manager no later than fourteen (14) days prior to the date of the requested event, which shall include the date of the event. The Rental Application must contain the following information, at a minimum: the hours when the event will be held, a description of the event, the number of attendees that will be attending, and whether alcohol and/or food will be served. The District Manager will review Rental Applications on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the District's Board of Supervisors for consideration. Each Patron renting the Amenities must sign and execute a Rental Agreement acceptable to the District and all documentation required therein must be received by the District Manager no less than ten (10) days prior to the date of event. Regardless of whether the Rental Agreement is executed, the Patron is bound by the Rental Agreement, which is incorporated herein by reference.
- (4) **Payment and Registration.** At the time the reservation is made, a check or money order (no cash) made out to "Lake St. Charles Community Development District" must be delivered to the District Manager, along with completed paperwork and evidence of required insurances, if necessary.
- (5) **Rates and Deposits.** The rental deposit for use of the Amenities are as set forth in **Exhibit A**. Deposits will be returned within ten (10) days of the rental date provided there has been no damage to District property and the clubhouse has been properly cleaned after use. To receive the full refund of the deposit, the renting Patron must:
 - (a) Remove all garbage to the appropriate dumpster and replace garbage liners; and
 - (b) Remove all decorations or event displays and materials; and
 - (c) Return all furniture and other items to their original position; and
 - (d) Otherwise clean the clubhouse and restore it to the pre-rented condition, and to the satisfaction of District Staff.
- (6) **Additional Cleaning or Damage.** The District may retain all or part of any deposit if the District determines, in its sole discretion, that it is necessary to perform additional cleaning or to repair any damages arising from the rental. Should the costs of any such cleaning or repairs exceed the deposit, the District shall

have authority to recover such costs from the renting Patron by any means legally available and may suspend the renting Patron's access and use privileges until such Patron pays any such amounts.

- (7) **Computation of Rental Time.** The rental time period is inclusive of set-up and clean-up time.
- (8) **Duration of Events.** Unless otherwise authorized by the District pursuant to a special request, rentals shall be: (1) day rentals, from 8:00 a.m. to 3:00 p.m.; (2) evening rentals, from 4:00 p.m. to 10:00 p.m.; or (3) all day rentals from 8:00 a.m. to 10:00 p.m. Rental times are inclusive of set-up and clean-up time. No exceptions shall be made to allow for set-up or clean-up outside of the rental period. If the event lasts longer than the rental period, the District shall be authorized to commence amenity suspension proceedings as outlined in the District's policies.
- (9) **Capacity.** District Staff shall set maximum capacities for event rentals, depending on the facility rented, and in no case may approve a rental that exceeds the maximum capacity of the Amenity Facility under applicable code.
- (10) **Noise.** The volume of live or recorded music must not violate applicable Hillsborough County noise ordinances or unreasonably interfere with residents' enjoyment of their homes.
- (11) **Insurance.** Additional liability insurance coverage will be required for all events that are approved to serve alcoholic beverages and for other events that the District determines in its sole discretion should require additional liability insurance. The District and its supervisors, staff, and consultants/contractors are to be named on these policies as an additional insured party.
- (12) **Security.** In the event alcohol will be served during the rental, Patrons will be required to hire an off-duty Hillsborough County Sheriff's officer for security purposes.
- (13) **Cancellation.** Cancellation of the event must be communicated to the District Manager in writing within twenty-four (24) hours prior to the event date in order for Patron to receive a refund of the deposit.

SUSPENSION AND TERMINATION OF PRIVILEGES

SUSPENSION AND TERMINATION OF ACCESS RULE

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2024)

Effective Date: _____

In accordance with Chapters 190 and 120 of the Florida Statutes, and on _____, at a duly noticed public meeting, the Board of Supervisors (“Board”) of the Lake St. Charles Community Development District (“District”) adopted the following rules and policies to govern disciplinary and enforcement matters. All prior rules and policies of the District governing this subject matter are hereby rescinded for any violations occurring after the date stated above.

1. **Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District (each an “Amenity Facility” and together, the “Amenity Facilities”).

2. **General Rule.** All persons using the Amenity Facilities and entering District properties are responsible for compliance with the Policies established for the safe operations of the District’s Amenity Facilities.

3. **Access Card.** Access Cards are the property of the District. The District may request surrender of, or may deactivate, an Access Card for violation of the District’s Policies established for the safe operations of the District’s Amenity Facilities.

4. **Suspension and Termination of Rights.** The District, through its Board of Supervisors (“Board”), and District Manager shall have the right to restrict or suspend, and after a hearing as set forth herein, terminate the Amenity Facilities access of any person, including but not limited to Patrons and members of their household and their Guests, to use all or a portion of the Amenity Facilities for any of the following acts (each, a “Violation”):

- a. Submitting false information on any application for use of the Amenity Facilities, including but not limited to facility rental applications; or
- b. Failing to abide by the terms of rental applications; or
- c. Permitting the unauthorized use of an Access Card or otherwise facilitating or allowing unauthorized access to or use of the Amenity Facilities; or
- d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire; or
- e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments); or
- f. Failing to abide by any District rules or policies (e.g., Amenity Policies); or
- g. Treating District Staff, contractors, representatives, residents, Patrons or Guests, in a harassing or abusive manner; or
- h. Damaging, destroying, rendering inoperable or interfering with the operation of District property, Amenity Facilities or other tangible property located on District property; or
- i. Failing to reimburse the District for damaged to Amenity Facilities or property damaged by such person, or a minor for whom the person has charge, or a Guest; or
- j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests; or

- k. Committing or being alleged, in good faith, to have committed a crime on District property that leads the District to reasonably believe the health, safety or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests is likely endangered; or
- l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or
- m. Such person's Guest or a member of their household committing any of the above Violations.

Permanent termination of access to the District's Amenity Facilities shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of access to the Amenity Facilities.

5. Authority of District Staff. District Staff or their designee, may immediately remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed or if in his/her reasonable discretion it is the District's best interests to do so. District Staff may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's privileges to use any or all of the Amenities until the next regularly scheduled meeting of the Board of Supervisors.

6. Process for Suspension or Termination of Access and Use Privileges. Subject to the rights of District Staff set forth in Paragraph (3) above, the following process shall govern suspension and termination of privileges:

- a. Offenses:
 - (i) First Offense: Verbal warning by District Staff and suspension from the Amenities for up to one (1) week from the commencement of the suspension. Violation is recorded by District Staff, signed by the individual offender(s), and held on file by the District.
 - (ii) Second Offense: Automatic suspension of all Amenity privileges for up to thirty (30) days from the commencement of the suspension, with the preparation by District Staff of a written report to be signed by the offender(s) and filed with the District.
 - (iii) Third Offense: Suspension of all Amenity privileges for up to one (1) year. Such suspension shall run to the next regular meeting of the Board of Supervisors. At said meeting, the record of all previous offenses will be presented to the Board for recommendation of termination of the offender(s) privileges for one (1) calendar year. The length of the suspension is in the discretion of the Board and may be for less than one (1) year.
- b. Each offense shall expire one (1) year after such offense was committed, at which time the number of offenses on record for such offender(s) shall be reduced by one. For example, if a first offense is committed on February 1 and a second offense on August 1, there will be two offenses on record until February 1 of the following year, at which time the first offense will expire and the second offense will thereafter be considered a first offense until it expires on the following August 1. The provisions of this Paragraph shall not at any time serve to reduce any suspensions or terminations, which may have been imposed prior to the expiration of any offenses.
- c. Notwithstanding the foregoing, any time a user of the Amenity is arrested for an act committed, or allegedly committed, while on the premises of the Amenity, or violates these Policies in a manner that, in the discretion of the District Staff upon consultation with one Board member, justifies suspension beyond the guidelines set forth above, such offender shall have all amenity

privileges immediately suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest or violation and the Board may make a recommendation of suspension or termination of the offender's privileges, which suspension or termination may include members of the offender's Household and may, upon the first offense, equal or exceed one year. In situations that pose a long-term or continuing threat to the health, safety and welfare of the District and its residents and users, permanent termination of Amenity privileges may be warranted and considered.

- d. Any suspension or termination of Amenity privileges may be appealed to the Board of Supervisors for reversal or reduction. The Board's decision on appeal shall be final and binding.

6. Administrative Reimbursement. The Board may, in its discretion, require payment of an administrative reimbursement of up to One Thousand Dollars (\$1,000) in order to offset the actual legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity Facility access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

7. Property Damage Reimbursement. If damage to District property or Amenity Facilities occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity Facility access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

8. Initial Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.

- a. If a person's Amenity Facilities privileges are suspended, as referenced in Section 6, such person shall be entitled to a hearing at the next regularly scheduled Board meeting that is at least eight (8) calendar days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, during which both District Staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District Staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing if they so choose. Any written materials should be submitted at least seven (7) days before the hearing for consideration by the Board. If the date of the suspension is less than eight (8) days before a Board meeting, the hearing may be scheduled for the following Board meeting at the discretion of the person subject to the suspension.
- b. The person subject to the suspension may request an extension of the hearing date to a future Board meeting, which shall be granted upon a showing of good cause, but such extension shall not stay the suspension.
- c. After the presentations by District Staff, witnesses and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions.

- d. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.
- e. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.
- f. After the conclusion of the hearing, the District Manager or his or her designee shall mail a letter to the person suspended identifying the Board's determination at such hearing.

9. Suspension by the Board. The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstances, a letter shall be sent to the person suspended which contains all the information required by Section 5, and the hearing shall be conducted in accordance with Section 8.

10. Automatic Extension of Suspension for Non-Payment. Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or shall expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or to deactivate, all Access Cards associated with the associated address within the District until such time as the outstanding amounts are paid.

11. Appeal of Board Suspension. After the hearing held by the Board required by Section 8, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing the notice of the Board's determination as required by Section 8(f), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it, in its sole discretion, to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.

12. Legal Action; Criminal Prosecution; Trespass. If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to suspension or termination is found at the Amenity Facilities, such person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Amenity Facilities after expiration of a suspension imposed by the District.

13. Severability. If any section, paragraph, clause or provision of this Rule shall be held to be invalid or ineffective for any reason, the remainder of this Rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

PROPERTY DAMAGE

Each Patron shall be liable for any property damage at the Amenities caused by him or her, his or her Guests, or members of his or her Household. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

Each Patron and Guest, as a condition of invitation to the premises of the Amenities, assumes sole responsibility for his or her property. The District shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenities, whether in lockers or elsewhere.

USE AT OWN RISK; INDEMNIFICATION

Any Patron or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and said Patron or other person and any of his or her Guests and any members of his or her Household shall indemnify, defend, release, hold harmless and forever discharge the District and its present, former and future supervisors, staff, officers, employees, representatives, agents and contractors of each (together, “Indemnitees”), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorneys’ fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court and appellate proceedings), and harm of any kind or nature arising out of or in connection with his or her participation in the Activities, regardless of determination of who may be wholly or partially at fault.

Should any Patron or other person bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron or other person shall be liable to the District for all attorneys’ fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

For purposes of this section, the term “Activities” shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the District’s sovereign immunity, or limitations on liability contained in Section 768.28, F.S., or other statutes or law.

SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.

AMENDMENTS AND WAIVERS

The Board in its sole discretion may amend these Amenity Policies from time to time. The Board by vote at a public meeting or the District Manager may elect in its/their sole discretion at any time to grant waivers to any of the provisions of these Amenity Policies, provided however that the Board is informed within a reasonable time of any such waivers.

The above Amenity Policies and Rates were adopted on _____, 2025, by the Board of Supervisors for the Lake St. Charles Community Development District, at a duly noticed public hearing and meeting.

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

- Exhibit A:** Amenity Rates
- Exhibit B:** Amenity Access Registration Form
- Exhibit C:** Assignment of Amenity Rights and Privileges
- Exhibit D:** Amenity Rental Application
- Exhibit E:** Guest Access Agreement

EXHIBIT A
AMENITY RATES

TYPE	RATE	DEPOSIT
Annual Non-Resident User Fee	\$1,500.00 - \$15,000.00	N/A
Additional/Replacement Access Card	\$25.00 - \$50.00	N/A
Guest Access Pass	N/A	\$20.00
Returned Check/Insufficient Funds Fee	\$50.00 - \$100.00	N/A
Clubhouse Rental – Day or Evening	\$150.00	\$350.00
Clubhouse Rental – All Day	\$300.00	\$350.00

*Any electronic payments remitted to the District may require payment of additional associated processing fees.

EXHIBIT B
AMENITIES ACCESS REGISTRATION FORM

**LAKE ST. CHARLES COMMUNITY DEVELOPMENT DISTRICT
AMENITIES ACCESS REGISTRATION FORM**

NAME: _____

ADDRESS: _____

HOME TELEPHONE: _____ CELL PHONE: _____

EMAIL ADDRESS: _____

ADDITIONAL RESIDENT 1: _____ DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 2: _____ DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 3: _____ DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 4: _____ DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 5: _____ DOB IF UNDER 18 _____

ACCEPTANCE:

I acknowledge receipt of the Access Card (s) for the above listed residents and that the above information is true and correct. I understand that I have willingly provided all the information requested above and that it may be used by the Lake St. Charles Community Development District ("District") for various purposes. **I also understand that by providing this information that it may be accessed under public records laws.** I also understand that I am financially responsible for any damages caused by me, my family members or my guests and the damages resulting from the loss or theft of my or my family members' Access Card (s). It is understood that Access Card s are the property of the District and are non-transferable except in accordance with the District's rules, policies and/or regulations, and any necessary replacement will be at an applicable Replacement Access Card fee. In consideration for the admittance of the above listed persons and their guests into the facilities owned and operated by the District, I agree to hold harmless and release the District, its supervisors, agents, officers, professional staff and employees from any and all liability for any injuries that might occur, whether such occurrence happens wholly or in part by me or my family members' or guests' fault, in conjunction with the use of any of the District's Amenity Facilities (as defined in the District's Amenity Policies & Rates), as well while on the District's property. Nothing herein shall be considered as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28 Florida Statutes or other statute.

Signature of Patron (Parent or Legal Guardian if Minor)

Date

AFFIDAVIT OF RESIDENCY: (REQUIRED IF LEGAL FORM OF PROOF OF RESIDENCY NOT PROVIDED)

I hereby state that the address listed above is the bona fide residence for all residents listed in this Amenities Access Registration Form and that such address is located within the Lake St. Charles Community Development District. I acknowledge that a false statement in this affidavit may subject me to penalties for making a false statement pursuant to Section 837.06, *Florida Statutes*. I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Signature of Patron
State of Florida
County of _____

The foregoing was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20____, by _____ who is [☐] personally known to me or [☐] produced _____ as identification.

(NOTARY SEAL)
Official Notary Public Signature _____

RECEIPT OF DISTRICT'S AMENITY POLICIES AND RATES:

I acknowledge that I have been provided a copy of and understand the terms in the **Amenity Policies and Rates** of the Lake St. Charles Community Development District.

Signature of Patron
(Parent or Legal Guardian if minor)

Date

GUEST POLICY:

Please refer to the **Amenity Policies and Rates** for the most current policies regarding guests.

PLEASE RETURN THIS FORM TO:

Lake St. Charles Community Development District
Attn: Amenity Access Team

Answering Service: _____

Email: _____

OFFICE USE ONLY:

Date Received

Date Entered in System

Staff Member Signature

PRIMARY RESIDENT:

Access Card #

ADDITIONAL INFORMATION:

Phase ____ - ____ Phase ____ - ____ Phase ____ - ____

New Construction: ____ Re-Sale: ____ Prior Owner: _____

Rental: ____ Landlord/Owner: _____

Lease Term: ____ Tenant/Renter: _____

EXHIBIT C
ASSIGNMENT OF AMENITY RIGHTS AND PRIVILEGES

Instructions: All capitalized terms are as defined in the District's Amended and Restated Amenity Policies and Rates. This form must be completed in its entirety and returned to the District Manager or District Staff, as applicable, in order for amenity access privileges to be granted to any Renter. The form must be completed and signed by all owners and co-owners of the subject property and witnessed. Signatures of agents or property managers acting on behalf of the owner will not be accepted unless accompanied by a properly executed Power of Attorney document granting specific authority to sign the owners' names for this purpose. Upon acceptance of this properly completed document, any Access Cards previously issued to the Household will be deactivated and listed Renters become eligible to apply for Access Cards for the designated lease period.

On this date _____, the owners of the property located at:

("Property") state:

1. Owners of the Property, by their signatures below, attest the existence of a lawful tenancy with effective dates beginning (date)_____ terminating (date) _____. If length of tenancy is month to month or of an indefinite duration, this Assignment will only be effective for a three (3) month period and after that must be renewed.
2. Owners wish to transfer the rights and privileges to the use and enjoyment of the Amenities within the District to Renters.
3. Upon this transfer, Owners acknowledge their Access Devices will be deactivated as of the date of such transfer.
4. Upon this transfer, Renters acknowledge they must obtain their Access Devices from the District and that Renters have received or have reviewed a copy of the Amenity Policies and Rates, dated _____, 202_, and updated from time to time, to which they agree to follow and shall be responsible for obtaining the Access Cards from the District and completing required forms.
5. Owners acknowledge that nothing in this assignment has any effect on their responsibilities as the owners of the Property to timely pay all Lake St. Charles Community Development District fees and special assessments.
6. Renters acknowledge at the end of their tenancy, their Access Cards will be deactivated as of the date their tenancy ends. In the case of a month to month tenancy or a tenancy of indefinite duration acknowledge that their Access Cards will be deactivated after three (3) months but may be renewed by a further assignment by the Owners.
7. Owners and Renters acknowledge that this document is subject to public review under Chapter 119, Florida Statutes (Florida's Public Records Laws).

Owner Signature (required)

Witness Signature (required)

Owner Printed Name (required)

Witness Printed Name (required)

Co-Owner (if any) Signature (required)

Witness Signature (required)

Co-Owner (if any) Printed Name (required)

Witness Printed Name (required)

EXHIBIT D
AMENITY RENTAL APPLICATION

LAKE ST. CHARLES AMENITY USE AGREEMENT

Lake St. Charles Community Development District ("District") and the undersigned Resident(s) ("Responsible Party") hereby agree on the use of the District's clubhouse as specified below at no cost, subject to the terms and conditions herein.

RESIDENT/RESPONSIBLE PARTY INFORMATION:

NAME: _____

ADDRESS: _____

PHONE NO. _____ EMAIL: _____

FUNCTION INFORMATION:

TYPE OF FUNCTION: _____

FUNCTION DAY & DATE: _____

START TIME: _____ END TIME: _____

***The scheduled time is inclusive of set-up and clean-up time.**

ESTIMATED NUMBER OF ATTENDEES: _____ CATERING SERVICES TO BE USED (Y/N)? _____

NOTE: The Responsible Party agrees to leave the clubhouse in the same condition as prior to event. The following must be done immediately upon its conclusion:

- i. Remove all garbage to the appropriate dumpster and replace garbage liners; and
- ii. Remove all decorations or event displays and materials; and
- iii. Return all furniture and other items to their original position; and
- iv. Otherwise clean the clubhouse and restore it to the pre-rented condition, and to the satisfaction of District Staff.

_____ I have read and agree to the terms outlined for clubhouse as indicated in the District's Amenity Policies and Rates. By initialing above Responsible Party agrees to remit the required payment as a deposit. The deposit may be refunded subject to conditions of the Amenities after the event.

The Responsible Party acknowledges that they have read and understand the District's Amenity Policies and Rates and the Additional Provisions located on the reverse side of this Agreement, and that it correctly states their intentions.

RESIDENT(S)/RESPONSIBLE PARTY

**LAKE ST. CHARLES COMMUNITY
DEVELOPMENT DISTRICT**

Signature

Date

Manager

Date

OFFICE USE

DEPOSIT: \$ _____ (check) or \$ _____ + associated non-refundable fees (e-payment)

RECEIVED BY: _____ CSH/CHK NO.: _____

E-PAYMENT: _____

DATE DEPOSIT RECEIVED: _____

ADDITIONAL PROVISIONS

- (1)** Reservations for rental of the Lake St. Charles Community Development District's clubhouse can be made online and are on a first come first serve basis for resident functions. Reservations must be made by at least one Patron of the District who will act as the Responsible Party.
- (2)** Rental of the clubhouse includes the use of the kitchenette, furnishings, and restrooms only. Use of other equipment or the pool is not permitted and is expressly prohibited.
- (3)** Amenity rentals are available to be used for events during the following times: (1) day rentals, from 8:00 a.m. to 3:00 p.m.; (2) evening rentals, from 4:00 p.m. to 10:00 p.m.; or (3) all day rentals from 8:00 a.m. to 10:00 p.m., or such extended period if special arrangements have been approved by District Manager in writing prior to the event. Rental time frames are inclusive of set-up and break-down times with the Amenities cleared of all attendees.
- (4)** The event must be contained within the area reserved.
- (5)** The volume of live or recorded music must not violate applicable Hillsborough County noise ordinances or unreasonably interfere with residents' enjoyment of their homes.
- (6)** The Responsible Party must be present at the function during the entire period of the rental.
- (7)** No admission fees whatsoever shall be collected by any person.
- (8)** The Responsible Party shall not remove any furnishings, fixtures, or other equipment from the clubhouse.
- (9)** Responsible Party shall be responsible for walls, furnishings, fixtures and equipment in the clubhouse and agrees that, after the event, those items shall be in the same condition as prior to the event (ordinary wear and tear accepted). Tacks or nails may not be used for decorations. If there is any damage and/or loss to the walls, furnishings, fixtures, or equipment resulting from, or related to the event or its attendees, then the cost associated with the repair or replacement of the damaged items shall be the responsibility of and paid by the Responsible Party.
- (10)** Responsible Party shall supervise and be responsible for the conduct and safety of all persons attending the event. The District shall not be responsible for property, supplies or equipment brought by the Responsible Party or any person attending the event. The Responsible Party and persons attending the event use District facilities at their own risk. The District reserves the right to retain a security guard or guards for the event at Responsible Party's sole expense if the District, in its sole and unrestricted discretion, deems it necessary.
- (11)** Responsible Party is required to remit a refundable deposit for use of the requested amenities no less than fourteen (14) days prior to the event. If the Responsible Party remits payment by electronic means, additional fees to facilitate the electronic transaction will be non-refundable.

EXHIBIT E
GUEST ACCESS PASS APPLICATION

LAKE ST. CHARLES COMMUNITY DEVELOPMENT DISTRICT
AMENITIES ACCESS REGISTRATION FORM

RESIDENT NAME: _____

ADDRESS: _____

HOME TELEPHONE: _____ CELL PHONE: _____

EMAIL ADDRESS: _____

GUEST ACCESS PASS HOLDER 1: _____ DOB IF UNDER 18 _____

ADDRESS: _____

HOME TELEPHONE: _____ CELL PHONE: _____

EMAIL ADDRESS: _____

GUEST ACCESS PASS HOLDER 2: _____ DOB IF UNDER 18 _____

ADDRESS: _____

HOME TELEPHONE: _____ CELL PHONE: _____

EMAIL ADDRESS: _____

ACCEPTANCE:

I acknowledge receipt of the Guest Access Pass (es) for the above listed individuals and that the above information is true and correct. I understand that I have willingly provided all the information requested above and that it may be used by the Lake St. Charles Community Development District ("District") for various purposes. **I also understand that by providing this information that it may be accessed under public records laws.** I also understand that I am financially responsible for any damages caused by me, my family members or my guests and the damages resulting from the loss or theft of my or my family members' Guest Access Pass (es). It is understood that Guest Access Passes are the property of the District and are non-transferable except in accordance with the District's rules, policies and/or regulations, and any necessary replacement will be at an applicable Replacement Access Card fee. In consideration for the admittance of the above listed persons and their guests into the facilities owned and operated by the District, I agree to hold harmless and release the District, its supervisors, agents, officers, professional staff and employees from any and all liability for any injuries that might occur, whether such occurrence happens wholly or in part by me or my family members' or guests' fault, in conjunction with the use of any of the District's Amenity Facilities (as defined in the District's Amenity Policies & Rates), as well while on the District's property. Nothing herein shall be considered as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28 Florida Statutes or other statute.

Signature of Patron (Parent or Legal Guardian if Minor)

Date

Signature of Guest Access Pass Holder (Parent or Legal Guardian if Minor)

Date

RECEIPT OF DISTRICT'S AMENITY POLICIES AND RATES:

I acknowledge that I have been provided a copy of and understand the terms in the **Amenity Policies and Rates** of the Lake St. Charles Community Development District.

Signature of Patron (Parent or Legal Guardian if Minor)

Date

Signature of Guest Access Pass Holder (Parent or Legal Guardian if Minor)

Date

PLEASE RETURN THIS FORM TO:

Lake St. Charles Community Development District
Attn: Amenity Access Team

Answering Service: _____

Email: _____

OFFICE USE ONLY:

Date Received

Date Entered in System

Staff Member Signature

PRIMARY RESIDENT:

Access Card #

ADDITIONAL INFORMATION:

Phase ____ - ____ Phase ____ - ____ Phase ____ - ____

New Construction: ____ Re-Sale: ____ Prior Owner: _____

Rental: ____ Landlord/Owner: _____

Lease Term: ____ Tenant/Renter: _____

Exhibit B

Proposed Amended and Restated Rules and Policies for Amenity Usage

[To begin on the following page.]

Exhibit C
Proposed Encroachment Policy

[To begin on the following page.]

Encroachment Policy

Effective: _____

1. If a resident desires to install improvements, including but not limited to, seawalls, docks, or fences, on property owned by or within easements of the Lake St. Charles Community Development District (“District”), the resident must:
 - a. Submit a written variance request to the District Manager or his or her designee prior to commencement of such installation. The request must be made by the owner of the property and must contain, at a minimum, the following information:
 - i. The contact information of the person making the variance request;
 - ii. The lot number or street address of the lot on which the improvement is to be installed;
 - iii. A description of the improvement(s) to be installed;
 - iv. A diagram showing the proposed location of the improvement(s);
 - v. The requested commencement date of the installation of said improvement(s);
 - vi. A copy of the homeowners’ association submitted architectural committee form;
 - vii. A copy of the homeowners’ association approval letter;
 - viii. A copy of the approval letter from the Hillsborough County Environmental Protection Commission, if applicable; and
 - ix. Sketches of the proposed improvement, including dimensions and relative position with respect to the applicant’s property and any immediately adjacent properties.
 - b. Reimburse the District for all costs it incurs in processing the variance request. Costs are anticipated to fall within the range of \$0 - \$2,000, depending on the request. Additional fees may be required if external consultants or special reviews are needed.
2. The District Engineer shall review the variance request to determine if the proposed improvement(s) would have a negative impact on any District improvements, including the stormwater management system. Such review may include, in the District Engineer’s discretion, conducting an in-person site inspection. The District Engineer shall recommend one of the following actions:
 - a. Approve the variance request, with or without conditions; or
 - b. Deny the variance request.
3. If the District Engineer recommends approving the request, District staff shall coordinate execution of a variance agreement in substantially the form attached hereto as **Attachment A**, unless other considerations necessitate denying the request, with such revisions as may be deemed necessary and approved by District Counsel, in consultation with District staff. The District reserves the right to deny any request, even if recommended for approval by the District Engineer, if other considerations warrant such denial. Upon execution of the agreement, District staff shall record the agreement in the Official Records of Hillsborough County. At the conclusion of the installation of any approved improvements, the District Engineer shall conduct a post-installation review to certify that the improvements do not exceed the scope of the approval.
4. If the District Engineer recommends denying the request, District staff shall notify the applicant that the variance request was denied and that the proposed improvements may not be installed on the District property or within the District easements.
5. There shall be no requirement to bring the variance request before the Board of Supervisors for approval, unless extraordinary circumstances warrant Board consideration.
6. The District’s approval of a variance request constitutes approval from the District only. The resident is responsible for obtaining any other necessary approvals, permits and authorizations, including but

not limited to approvals from any homeowners' association, Hillsborough County, and any other entities having an interest in the property, as applicable.

7. If improvements are constructed on District property or within a District easement without prior approval, including improvements that exceed the scope of any prior approval, the District reserves the right to require the resident to remove, relocate, or modify the improvement(s) at the resident's sole expense. If the resident is unresponsive to the District's requests, the District may remove said improvement(s) on its own and charge the resident the cost of said removal. The District also reserves the right to take any appropriate legal action to enforce its rights under this policy or to collect any costs due.
8. If improvements are constructed with approval on District property or within a District easement but at some point, in the future, said improvements threaten the health, safety or welfare of residents or District improvements, the District will make every reasonable effort to contact the landowner to work to resolve the issues but may, in its reasonable discretion, modify or remove the landowner's improvements immediately to protect said interests.

Attachment A

After recording, please return to:

District Manager
Lake St. Charles Community Development District
c/o Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614

Folio # 073991-3822

LICENSE AND EASEMENT AGREEMENT FOR INSTALLATION AND MAINTENANCE OF IMPROVEMENTS

THIS LICENSE AND EASEMENT AGREEMENT FOR IMPROVEMENTS INSTALLATION AND MAINTENANCE ("AGREEMENT") IS MADE EFFECTIVE AS OF THE LAST DATE OF EXECUTION BY THE PARTIES HERETO, by and among the _____ ("Owner") owner of _____, and the LAKE ST. CHARLES COMMUNITY DEVELOPMENT DISTRICT ("District"), a local unit of special-purpose government created pursuant to Chapter 190, *Florida Statutes*, with a mailing address of c/o Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614.

RECITALS

WHEREAS, Owner is the owner of Lot ___, Block ___, as per the plat of _____, recorded in Plat Book ___, Page ___, et seq., of the Official Records of Hillsborough County, Florida ("Property"); and

WHEREAS, Owner desires to install and maintain _____ ("Improvements") on District property abutting Lake St. Charles, with a Folio number _____, and abutting said Property ("License Area"), as more particularly described and depicted in **Exhibit A** attached hereto and incorporated herein by this reference; and

WHEREAS, due to the District's legal interests in the License Area, among other reasons, Owner requires the District's consent before constructing improvements within any portion of the License Area; and

WHEREAS, the District desires to grant Owner a non-exclusive construction and access easement on, upon, over, under, across, and through the License Area for the sole purpose of constructing and maintaining the Improvements; and

WHEREAS, the District has agreed to consent to the installation of the Improvements within the License Area, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:

1. **RECITALS.** The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.

2. **GRANT OF EASEMENT.** Subject to the terms of this Agreement, the District does hereby grant, bargain, sell and convey to Owner a non-exclusive easement on, upon, over, under, across and through the License Area for access, ingress, egress and to allow Owner to complete the design, construction, installation, and maintenance of the Improvements.

3. **OWNER RESPONSIBILITIES and Obligations.** The Owner has the following responsibilities:

a. The Owner shall be solely responsible, at Owner's sole cost and expense, for the proper installation, operation, repair and maintenance of the Improvements in accordance with all applicable laws, regulations, and industry standards.

b. Prior to installation of the Improvements, the Owner shall be responsible for coordinating an on-site meeting with a designee of the District, who shall be the District Engineer, to confirm the site plan for installation of the Improvements, and such designee of the District, is authorized to identify and designate any areas of District property that may not be interfered with or altered by installation of the Improvements. Owner shall provide at least seven (7) days advance written notice to schedule such meeting.

c. The Owner shall be responsible for ensuring that the installation, operation and maintenance of the Improvements are conducted in compliance with all applicable laws (including but not limited to building codes, set back requirements, applicable environmental regulations, etc.).

d. District, by entering into this Agreement, does not represent that District has authority to provide all necessary approvals for the installation of the Improvements. Instead, the Owner shall be responsible for obtaining any and all applicable permits and approvals relating to the work (including but not limited to any approvals of the Southwest Florida Water Management District, Hillsborough County, Florida, and any and all other necessary permits and approvals).

e. The Owner shall ensure that the installation, operation and maintenance of the Improvements does not damage any property of District or any third party's property, and, in the event of any such damage, the Owner shall immediately repair the damage or compensate the District for such repairs, at the District's option.

f. The Owner shall be responsible for the removal of all construction materials, including turbidity barriers, following completion of installation of the Improvements.

g. Owner's exercise of rights hereunder shall not interfere with District's rights to the License Area, or with any other applicable permits or rights. Further, the Improvements shall be installed in such a manner as to not interfere with or damage any District owned assets, including but not limited to District lake banks, littorals, erosion control materials, lake floor and contour, and any lake improvements that may be located within the lake, or any utilities within the public utility easement, if any. It shall be Owner's responsibility to relocate littoral plantings, and to locate and identify any such erosion control materials and stormwater improvements and/or utilities. Further, the Owner shall, at Owner's sole expense, engage a licensed and insured professional contractor to mark and document any existing improvements and/or utilities prior to installation of

the Improvements, and shall provide documentation of such markings to the District prior to beginning installation.

h. Upon completion of the installation, the Improvements shall be owned by the Owner. Owner shall be responsible for the operation, maintenance and repair of any such Improvements, and agrees to maintain the Improvements in good and working condition at all times. Owner shall conduct inspections of the Improvements at least annually and provide written documentation of such inspections to the District upon request.

i. Additionally, the Owner shall keep the License Area free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Owner's exercise of rights under this Agreement, and the Owner shall immediately discharge any such claim or lien.

4. **REMOVAL AND/OR REPLACEMENT OF IMPROVEMENTS.** The permission granted herein is given to Owner as an accommodation and is revocable by the District upon thirty (30) days written notice to Owner, or immediately upon Owner's breach of any term of this Agreement. Owner acknowledges the legal interest of the District in the License Area described above and agrees never to deny such interest or to interfere in any way with District's use. Owner shall exercise the privilege granted herein at Owner's own risk and agrees that Owner shall never claim and hereby waives any such claim of damages against District for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the District. Owner shall be obligated to remove, repair or replace abandoned or damaged Improvements. Should Owner fail to remove, repair or replace abandoned or damaged Improvements, Owner acknowledges that, without notice, the District may remove all, or any portion or portions, of the Improvements installed upon the License Area at Owner's expense, and that the District is not obligated to re-install the Improvements to its original location and is not responsible for any damage to the Improvements, or its supporting structure as a result of the removal.

5. **TERMINATION.** Failure to abide by any of the foregoing conditions may constitute grounds for termination of this Agreement, in the District's sole discretion, and the District may terminate this Agreement upon a written notice to the Owner and recording such termination notice in the Official Records of Hillsborough County, Florida. In the event the Owner removes the Improvements in their entirety, Owner may terminate this Agreement upon written notice to the District and record such termination in the Official Records of Hillsborough County, Florida.

6. **INSURANCE.** The Owner shall keep and maintain general comprehensive liability insurance coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, throughout the term of this Agreement. The District and its supervisors, officers, staff, representatives and agents shall be named as additional insured parties to such policy. The Owner shall furnish the District with written evidence that such insurance coverage is in full force and effect prior to starting work.

7. **INDEMNIFICATION.** Owner agrees to indemnify, defend and hold harmless Hillsborough County, the District, and Southwest Florida Water Management District, as well as any officers, supervisors, staff, agents and representatives, and successors and assigns, of the foregoing, against any and all claims, actions, losses, costs, damages, liabilities and expenses (including reasonable attorneys' fees at all tribunal levels) resulting from, arising out of, or in any way connected with, this Agreement or the exercise of the privileges granted hereunder.

8. **SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or

other statute, and nothing in this Agreement shall be construed to expand the District's liability beyond such statutory limits, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

9. **ATTORNEY'S FEES AND COSTS.** The prevailing party in any litigation to enforce the terms of this Agreement shall be entitled to reasonable attorney's fees and costs.

10. **DESIGNATION.** The District hereby designates the District Manager to act as the District's representative, who shall be given authority to execute this Agreement.

11. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute but one and the same instrument constituting this Agreement.

12. **PUBLIC RECORDS.** The Owner acknowledges that the District is a public entity subject to the Florida Public Records Law, Chapter 119, *Florida Statutes*, and as such, any documents or records, including emails, related to this Agreement, may be subject to public disclosure. Owner agrees to cooperate with the District in responding to any public records requests that involve this Agreement, and to maintain any required records in accordance with applicable law. If Owner believes any records are exempt from disclosure, it shall clearly identify those records and provide the legal basis for the exemption, provided, however, that the District shall be the final arbiter of whether any such records are exempt from public disclosure.

[REMAINDER OF PAGE BLANK, SIGNATURE PAGES FOLLOW]

IN WITNESS THEREOF, parties have caused these presents to be executed on the day and year first written above.

WITNESSES:

OWNER

By: _____

Print Name

Witness's Address

Print Name

Witness's Address

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____.

(Official Notary Signature & Seal)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

WITNESSES:

**LAKE ST. CHARLES COMMUNITY
DEVELOPMENT DISTRICT**

Print Name

Witness's Address

Print Name

Witness's Address

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____ as Chairperson of the Board of Supervisors for Lake St. Charles Community Development District.

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

EXHIBIT A

(See attached plans and specifications for [Seawall/Dock/Fence] Installation)
Proposed Improvements and License Area

Exhibit D
Proposed Rules Relating to Parking Enforcement

[To begin on the following page.]

LAKE ST. CHARLES COMMUNITY DEVELOPMENT DISTRICT
RULES RELATING TO PARKING ENFORCEMENT

In accordance with Chapter 190, *Florida Statutes*, and on _____, 2025, at a duly noticed public meeting, the Board of Supervisors of the Lake St. Charles Community Development District (“District”) adopted the following policy to govern parking and parking enforcement on certain District property (the “Rule” or “Policy”). This Rule repeals and supersedes all prior rules and/or policies governing the same subject matter.

SECTION 1. INTRODUCTION. The District finds that Oversized Vehicles, Vessels Recreational Vehicles, and Abandoned/Broken-Down Vehicles Parked on certain of its property cause hazards and danger to the health, safety and welfare of District residents, paid users and the public. This Rule is intended to provide the District with a means to remove such Oversized Vehicles, Vessels, Recreational Vehicles, and Abandoned/Broken-Down Vehicles which are Parked in a manner which violates this Rule. This Rule does not govern Parking on private residential lots.

SECTION 2. DEFINITIONS.

- A. *Vehicle.*** Any mobile item which normally uses wheels, whether motorized or not. This term shall include, but shall not be limited to, Oversized Vehicles, Recreational Vehicles, and Abandoned/Broken-Down Vehicles.
- a. *Oversized Vehicle.*** As used herein, “Oversized Vehicle” shall mean the following:
- i. Any Vehicle or Vessel heavier or larger in size than a one-ton, dual rear wheel pick-up truck;
- ii. Motor Vehicles with a trailer attached;
- iii. Motor coaches/homes;
- iv. Travel trailers, camping trailers, park trailers, fifth-wheel trailers, semi-trailers, or any other kind of trailer;
- v. Mobile homes or manufactured homes.
- b. *Abandoned/Broken-Down Vehicle.*** A vehicle that has no license plate, has expired registration, is visibly not operational, or has not moved for a period of seven (7) days.
- c. *Recreational Vehicle.*** A vehicle designed for recreational use, which includes motor homes, campers and trailers relative to same.
- B. *Vessel.*** Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.
- C. *Park(ed)/(ing).*** A Vehicle or Vessel left unattended by its owner or user or attended by its owner or user but kept stationary for a period of an hour or more.
- D. *Tow-Away Zone.*** District property for which the District is authorized to initiate a towing and/or removal action. **Any District property not a Designated Parking Area is a Tow Away Zone.**
- E. *Overnight.*** Between the hours of 10:00 p.m. and 6:00 a.m. daily.

- F. *Overnight Pass(es)*. Passes administered by District staff permitting parking between the hours of 10:00 p.m. and 6:00 a.m. daily.

SECTION 3. DESIGNATED PARKING AREAS.

- A. *General*. Parking is permitted only in Designated Parking Areas, as indicated by asphalt markings for Parking spaces or signage and as indicated on the map attached hereto as **Exhibit A**. Certain Designated Parking Areas may have restrictions on Parking during certain times or for certain types of vehicles and vessels as described herein. **Any Vehicle Parked on District property must do so in compliance with all laws, ordinances, and codes, and shall not block access to driveways, property entrances, or fire hydrants and shall Park in the appropriate direction.** All drivers are responsible for knowing state and local laws, ordinances, and codes related to Parking. Violations of state or local laws may result in citations, towing, or other legal action as permitted by law.
- B. *Day-time Parking*. Parking in the Designated Parking Areas is permitted during the open hours of operations of the District's amenity facilities, including any District-authorized special events occurring outside of regular hours of operation.
- C. *Overnight Parking*. Parking of any Vehicle or Vessel Overnight is further restricted as provided in this Section 3. Parking in the Designated Parking Areas is only permitted Overnight with a valid Overnight Pass to be issued by District staff. Overnight Passes may be initially issued for a period not to exceed forty-eight (48) hours. An extension of up to forty-eight (48) hours may be requested. District staff may deny any request for Overnight Passes or associated extensions in their sole discretion.

SECTION 4. ESTABLISHMENT OF TOW-AWAY ZONES. All District property which is not explicitly designated for Parking, or which is designated for Parking but subject to restrictions as described herein, shall hereby be established as "Tow Away Zones." Any Vehicle Parked in violation of this Policy may be towed by the District at the sole expense of the owner of such Vehicle if it remains in violation of the provisions of this Policy. The District shall not be liable to the owner of such Vehicle for trespass, conversion, damages, or otherwise, nor guilty of any criminal act by reason of such towing, and neither its removal nor failure of the owner of such Vehicle to receive any notice of said violation shall be grounds for relief of any kind.

SECTION 5. EXCEPTIONS.

- A. **ABANDONED/BROKEN-DOWN VEHICLES.** Abandoned/Broken-Down Vehicles may not be Parked on District property at any time.
- B. **VENDORS/CONTRACTORS.** The District Manager or his/her designee may authorize vendors/consultants in writing to Park company vehicles in order to facilitate District business. All vehicles so authorized must be identified by a Parking pass issued by the District.
- C. **DELIVERY VEHICLES AND GOVERNMENTAL VEHICLES.** Delivery vehicles, including but not limited to, U.S.P.S., U.P.S., Fed Ex, moving company vehicles, and lawn maintenance vendors may Park on District property while actively engaged in the operation

of such businesses. Vehicles owned and operated by any governmental unit may also Park on District property while carrying out official duties.

- D. MANNER OF PARKING.** Vehicles and Vessels of any kind may not be Parked such that they utilize additional spaces, block access to District property, prevent the safe and orderly flow of traffic, obstruct the ability of emergency vehicles to access roadways or property, cause damage to the District's property, restrict the normal operation of the District's business, or otherwise poses a danger to the District, its residents and guests, the general public, or the property of same. All Parking must comply with all state and local laws and ordinances.

SECTION 6. TOWING/REMOVAL PROCEDURES; ENFORCEMENT.

- A. SIGNAGE AND LANGUAGE REQUIREMENTS.** Notice of the Tow-Away Zones shall be posted on District property in the manner set forth in Section 715.07, *Florida Statutes*. Such signage is to be placed in conspicuous locations, in accordance with Section 715.07, *Florida Statutes*.
- B. TOWING/REMOVAL AUTHORITY.** The District may engage a towing company to tow/remove any Vehicle or Vessel improperly Parked in a Tow-Away Zone at the owner's expense. The Vehicle or Vessel shall be towed/removed by the towing service in accordance with Florida law, specifically the provisions set forth in Section 715.07, *Florida Statutes*.
- C. AGREEMENT WITH AUTHORIZED TOWING SERVICE.** The District Manager is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles and in accordance with Florida law and with the policies set forth herein.
- D. AMENITY SUSPENSION.** The District may, in its discretion, suspend the amenity privileges of the owner or operator of any Vehicle or Vessel Parked in violation of this Rule, in accordance with the District's adopted *Suspension and Termination of Access Rule*.

SECTION 7. PARKING AT YOUR OWN RISK. Vehicles, Vessels or Recreational Vehicles may be Parked on District property pursuant to this Rule, provided however that the District assumes no liability for any theft, vandalism and/or damage that might occur to personal property and/or to such Vehicles.

SECTION 8. AMENDMENTS; DESIGNATION OF ADDITIONAL TOW-AWAY ZONES OR DESIGNATED PARKING AREAS. The Board in its sole discretion may amend these Rules Related to Parking and Parking Enforcement from time to time to designate new Tow-Away Zones or Designated Parking Areas. Such designations of new Tow-Away Zones and Designated Parking Areas are subject to proper signage and notice prior to enforcement of these Rules in such areas.

EXHIBIT A – Designated Parking Areas

Effective date: _____, 2025

Exhibit A
Designated Parking Areas



Tab 5



Lake St. Charles Community Development District

2025 Clubhouse Monthly Status Report

Activities	January	February	March	April	May	June	July	August	September	October	November	December
Scheduled Clubhouse Rentals	2	3	0	5	2	4	3	4	0	3	3	
Completed Clubhouse Rentals	1	0	1	2	2	1	3	3	3	3	3	
Cancelled Clubhouse Rentals	0	0	0	0	0	0	0	0	0	0	0	
Resident Access Cards	15	7	14	14	13	6	3	12	6	5	10	
Renter Access Cards	0	6	10	12	9	5	5	2	2	0	5	
Guest Access Cards	0	0	1	1	0	0	0	3	3	3	2	
Memorial Brick Engraving	0	0	0	0	0	0	0	0	0	0	0	
Parking Stickers	2	2	3		5	1	1	4	3	0	6	
Notary Services	6	7	5		5	1		0	1	1	7	
Online Purchases	0	0	0	0	0	0	0	0	0	0	0	
Monthly Total	26	25	23	29	25	20	14	28	17	24	36	

Tab 6



Proposal

Proposal No.: 357722

Proposed Date: 11/04/25

PROPERTY:	FOR:
Lake St Charles CDD Tiffany Judd 6801 Colonial Lake Drive Riverview, FL 33578	Debris Pile / Palm Removal(2)

Remove 2 dead palm trees in the park area.



Remove the debris piles by the maintenance shed that is from Lake St Charles maintenance team



ITEM	QTY	UOM	TOTAL
Debris Pile			
Site Prep			\$1,750.00
Debris Removal	5.00	HR	
Debris by the truck	1.00	1	
Tree Removal - Flush Cut	2.00	CT	
Total:			\$1,750.00

LMP Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Lagrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty in not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damaged caused by others. Failure of water or power source not caused by LMP will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does not modify or supersede any previously written agreement. LMP is not responsible for damage to non-located underground.

Residential Agreement: A deposit or payment in full will be required before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE

_____	_____
Signature (Owner/Property Manager)	Date

Printed Name (Owner/Property Manager)

_____	_____
Signature - Representative	Date



Southern Environmental Group
4470 US 92 W
Plant City, FL 33563

Proposal #3387

Created: 10/23/2025

From: Peter Comas

Proposal For

David Eskra - Lake St. Charles

6801 Colonial Lake Dr

Riverview, FL 33578

main: 813-671-8339

mobile: 813-624-4124

deskra@rizzetta.com

Location

6801 Colonial Lake Dr

Riverview, FL 33578

Residential

Terms

Due on receipt

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1) Tree Removal Removal of (2) Palm trees that are dead or dying and if falls could land on a pedestrian pathway or open play area. *Removal of debris on ground next to one of the palms. *Trim the 3 Palm Trees that surround one of the Palm Trees we are removing. Cut both as low as possible.	2	\$ 451.00	\$ 902.00
2) Debris Hauling and Disposal Hauling and disposal of all debris with the use of a grapple truck and loader.	1	\$ 400.00	\$ 400.00
3) Stump Grinding OPTIONAL CHOICE Grind the stumps of the (2) Palm Trees we remove. Haul away shavings.	2	\$ 250.00	\$ 500.00

Client Notes

***MORNING SAFETY BRIEFS ARE CONDUCTED DAILY AS WELL AS TAILGATE SAFETY TRAINING AND PPE CHECK.**

***ALL ON SITE WILL PARTICIPATE AND SIGN A SAFETY TRAINING LOG DAILY.**

***ALL SAFETY STANDOFF AREAS WILL BE CLEARLY VISIBLE AND GROUND CONTROL WILL BE PRESENT.**

***OUR TEAM WILL FOLLOW THE AMERICAN NATIONAL STANDARD (ANSI A300) & ELECTRICAL HAZARDS AWARENESS (EHAP) PROCEDURES.**



Southern Environmental Group

4470 US 92 W

Plant City, FL 33563

Proposal #3387

Created: 10/23/2025

From: Peter Comas

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.

Signature

SUBTOTAL	\$ 1,802.00
SALES TAX	\$ 0.00
TOTAL	\$ 1,802.00

x

Date:

Please sign here to accept the terms and conditions

Assigned To

Adam Snyder

Office: 813-777-5813

Mobile: 813-777-5813

adam@southern-enviro.com

Alex Quiroz

alexquiroz110@gmail.com

Candice Snyder

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Jr. Montana

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Luis Quiroz-Balderrama

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Peter Comas

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Sales Reps

Peter Comas

pcomas1610@gmail.com

Photos

1) Tree Removal



1) Tree Removal





Southern Environmental Group
4470 US 92 W
Plant City, FL 33563

Proposal #3387
Created: 10/23/2025
From: Peter Comas

1) Tree Removal



1) Tree Removal



1) Tree Removal



1) Tree Removal



SERVICE AGREEMENT

It is agreed by and between Southern Environmental Group, LLC. and the authorizing party (customer and/or customer's agent) that the following provisions are made as part of this contract:

Insurance by Contractor: Southern Environmental Group, LLC. warrants that it is insured for liability resulting from injury to person(s) or property and that all employees are covered by Worker's Compensation as required by law. Certificates of coverage are available upon request.

Scheduling/ Cancellation: Southern Environmental will arrive on scheduled performance date. Schedules are contingent upon weather, accidents, and other delays beyond our control, and shall not be liable for damages due to those delays. Southern Environmental requests that the authorizing party provide at least 24 hours advance notice for cancellation. If a crew has been dispatched to the job site, the customer will be assessed a mobilization fee of \$200.00 for incurred expenses. Cancellation fees may apply to any notice less than 24 hour notice.

Debris Removal: All debris from tree trimming and tree removal operations shall be cleaned up each day before the work crew leaves the site, unless otherwise coordinated by the client and crew leader. All lawn area shall be raked, streets and sidewalks shall be swept, and all brush, branches, and logs shall be removed from the site.

Stump Removal: Process of utilizing a commercial stump grinder to remove stump to depth of 6-8" Inches below ground unless otherwise stated in the proposal. Unless specified in the proposal, stump removal is not included in the price quoted. Grindings from stump removal are not hauled unless specified in this proposal. Surface and subsurface roots beyond the stump are not removed unless specified in this proposal.

Additional Work: Any additional work or equipment required to complete the work, caused by the authorizing party's failure to make known or caused by previously unknown foreign material in the trunk, the branches, underground, or any other condition not apparent in estimating the work specified, shall be paid for by the customer on a time and material basis.

Unmarked Utilities: Southern Environmental Group, LLC is not responsible for damages to underground sprinklers, utilities, drain lines, invisible fences, septic pumps, lift stations, septic tanks or underground cables unless accurately mapped by the authorizing party and a copy is presented before or at the time the work is performed.

Lawn & Surfaces Damage/Repair: Southern Environmental Group, LLC will attempt to minimize all disturbances to the customer's lawn and surfaces. However, Southern Environmental must utilize vehicles & equipment to perform tree care services. Southern Environmental shall not be liable for damages to landscaping, sod, plant material in the execution of its work or causes beyond their control (Examples: Ruts in yard due to wet conditions, limbs falling on flowerbeds, cracking of paved surfaces and/or sidewalk due to weight of trucks/equipment etc.).

Ownership: The authorizing party warrants that all trees listed are located on the customer's property and if not, that the authorizing party has received full permission from the owner to allow Southern Environmental Group, LLC to perform the specified work. Should any tree be mistakenly identified as to ownership, the customer agrees to indemnify Southern Environmental Group, LLC for any damages or costs incurred from the result thereof.

Pedestrian/Vehicular Safety: Southern Environmental Group, LLC is solely responsible for pedestrian and vehicular safety control within the worksite. Southern Environmental Group, LLC shall provide the necessary warning devices, barricades, and ground personnel required to ensure the safety, protection and warning of pedestrian and vehicular traffic within the area.

Licenses/Permits: Southern Environmental Group, LLC is responsible for the costs of permits, licenses, and/or bonds required to perform specified work under this contract to comply with all applicable local state and federal codes, rules and regulations. The customer/property owner shall be responsible for obtaining and paying for necessary approval from local HOA and other governing entities.

Insurance/Indemnity: Southern Environmental Group, LLC is insured for liability resulting from injury to persons or property, and all its employees are covered by Worker's Compensation Insurance. The parties herein agree that in no instance may the customer seek damages in excess of Southern Environmental Group, LLC policy liability. Further, once work is completed by Southern Environmental Group, LLC under this contract, owner agrees to indemnify and hold harmless Southern Environmental Group, LLC and its agents for any injury, loss or expense associated with work performed or in any way related to services performed with this contract.

Completion of Contract: Southern Environmental Group, LLC agrees to do its best to meet any agreed upon performance dates, but shall not be liable in damages or otherwise for delays due to inclement weather, labor or any other cause beyond its control; nor shall the customer be relieved of completion for delays.

Terms of Payment: Unless otherwise noted in this proposal, the customer agrees to pay the account in full upon completion of the work. Failure to remit full payment within the payment terms will result in a finance charge of 18.99% per year compounded monthly. Payments not received within 90 days will assess a \$50 late fee and may be turned over to collections.

Types of Payment: Checks, Money Orders, Cashier's Check, Visa, Mastercard, Discover & American Express are all accepted. Credit card payments are accepted in paying invoices totaling \$2000.00 or more. Credit card payments will have an additional charge of 3% to cover processing fees.

Returned Check Fee: There will be a \$35.00 fee charged for all checks returned to our office for insufficient funds.

Governing Laws: The terms and conditions of this contract shall be interpreted and governed according to the laws of the State of Florida; venue and jurisdiction shall be limited exclusively to the District Court of Hillsborough County, Florida.

In Witness Whereof, intending to be legally bound, Southern Environmental Group, LLC and the Customer have executed this Agreement on the date last set forth below:

Date: _____

Adam Snyder, Managing Partner
Southern Environmental Group, LLC

I confirm that I have read and understand the enclosed terms and conditions relating to my contractual agreement with the Southern Environmental Group, LLC.

Date: _____

Sign: _____

Print: _____

The International Society of Arboriculture

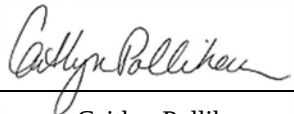
Hereby Announces That

Adam Justin Snyder

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council



Caitlyn Pollihan
CEO & Executive Director

4 August 2020

Issue Date

31 December 2026

Expiration Date

FL-9650A

Certification Number





SOUTENV-01

MONMI1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/5/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mulling Insurance Agency, Inc. P.O. Box 308 Auburndale, FL 33823	CONTACT NAME: Michelle Mondello	
	PHONE (A/C, No, Ext): (863) 967-4454 FAX (A/C, No): (863) 967-7592	
	E-MAIL ADDRESS: michellem@mullinginsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Greenwich Ins Company	22322
INSURED Southern Environmental Group, LLC 4470 US Hwy 92 W Plant City, FL 33563	INSURER B : Auto-Owners Ins. Co.	18988
	INSURER C : Nautilus Insurance Company	17370J
	INSURER D : ICW Group Holdings, Inc.	27847
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			NGL-1010415-00	8/1/2025	8/1/2026	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☒ PROJECT ☒ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	☒ AUTOMOBILE LIABILITY			5278360401	6/5/2025	6/5/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS		BODILY INJURY (Per person) \$				
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
	PIP						\$ 10,000
C	☒ UMBRELLA LIAB ☒ OCCUR			4534241	8/1/2025	8/1/2026	EACH OCCURRENCE \$ 3,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE		AGGREGATE \$ 3,000,000				
	☐ DED ☐ RETENTION \$		\$				
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WFL5046404-06	2/8/2025	2/8/2026	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N / A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Insurance Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Advanced Arborist LLC

10929 E US Hwy 92

Seffner, FL 33584

Proposal #3525

Created: 11/19/2025

From: Joe Kidder

Proposal For

Dave Eskra

Dave Eskra

6801 Colonial Lake Dr

Riverview, FL 33578

mobile: 8133795021

deskra@rizzetta.com

Location

7326 Colonial Lake Dr

Riverview, FL 33578

7326 Colonial Lake Dr 33578

Terms

Due on receipt

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1) Remove 2 palm trees Flush as low as possible	1	\$ 700.00	\$ 700.00
2) Remove all Debris Debris pile removal	1	\$ 685.00	\$ 685.00

I herby acknowledge and agree to all of the above proposed work. The above process includes all material and first class workmanship. Any deviation from the above including extra cost of material and labor will become an extra charge. Advanced Arborist is not responsible for ANY damage caused to concrete, asphalt, walkways, sidewalks, turf/sod, septic systems, underground utilities, underground tanks. Balances not paid by the due date are subject to late fees. ALL STUMP MULCH REMAINS AT THE JOB SITE UNLESS OTHERWISE SPECIFIED

SUBTOTAL	\$ 1,385.00
SALES TAX	\$ 0.00
TOTAL	\$ 1,385.00

Signature

x

Date:

Please sign here to accept the terms and conditions

Sales Reps

Joe Kidder

Office: 813-406-5413

Mobile: 813-335-5251

kidderjoseph@yahoo.com

Tab 7



Quarterly Compliance Audit Report

Lake St. Charles

Date: October 2025 - 3rd Quarter

Prepared for: Matthew Huber

Developer: Rizzetta

Insurance agency:



Preparer:

Susan Morgan - *SchoolStatus Compliance*

ADA Website Accessibility and Florida F.S. 189.069 Requirements

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Compliance Audit Overview

The Community Website Compliance Audit (CWCA) consists of a thorough assessment of Florida Community Development District (CDD) websites to assure that specified district information is available and fully accessible. Florida Statute Chapter 189.069 states that effective October, 2015, every CDD in the state is required to maintain a fully compliant website for reporting certain information and documents for public access.

The CWCA is a reporting system comprised of quarterly audits and an annual summary audit to meet full disclosure as required by Florida law. These audits are designed to assure that CDDs satisfy all compliance requirements stipulated in Chapter 189.069.

Compliance Criteria

The CWCA focuses on the two primary areas – website accessibility as defined by U.S. federal laws, and the 16-point criteria enumerated in [Florida Statute Chapter 189.069](#).



ADA Website Accessibility

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines – [WCAG 2.1](#), which is the international standard established to keep websites barrier-free and the recognized standard for ADA-compliance.



Florida Statute Compliance

Pursuant to F.S. [189.069](#), every CDD is required to maintain a dedicated website to serve as an official reporting mechanism covering, at minimum, 16 criteria. The information required to report and have fully accessible spans: establishment charter or ordinance, fiscal year audit, budget, meeting agendas and minutes and more. For a complete list of statute requirements, see page 3.

Audit Process

The Community Website Compliance Audit covers all CDD web pages and linked PDFs.* Following the [WCAG 2.1](#) levels A, AA, and AAA for web content accessibility, a comprehensive scan encompassing 312 tests is conducted for every page. In addition, a human inspection is conducted to assure factors such as navigation and color contrasts meet web accessibility standards. See page 4 for complete accessibility grading criteria.

In addition to full ADA-compliance, the audit includes a 16-point checklist directly corresponding with the criteria set forth in Florida Statute Chapter 189.069. See page 5 for the complete compliance criteria checklist.

* **NOTE:** Because many CDD websites have links to PDFs that contain information required by law (meeting agendas, minutes, budgets, miscellaneous and ad hoc documents, etc.), audits include an examination of all associated PDFs. **PDF remediation** and ongoing auditing is critical to maintaining compliance.



ADA Website Accessibility

Result: **PASSED**

Accessibility Grading Criteria

Passed	Description
Passed	Website errors* 1 WCAG 2.1 errors appear on website pages causing issues**
Passed	Keyboard navigation The ability to navigate website without using a mouse
Passed	Website accessibility policy A published policy and a vehicle to submit issues and resolve issues
Passed	Color contrast Colors provide enough contrast between elements
Passed	Video captioning Closed-captioning and detailed descriptions
Passed	PDF accessibility Formatting PDFs including embedded images and non-text elements
Passed	Site map Alternate methods of navigating the website

*Errors represent less than 5% of the page count are considered passing

**Error reporting details are available in your Campus Suite Website Accessibility dashboard



Florida F.S. 189.069 Requirements

Result: **PASSED**

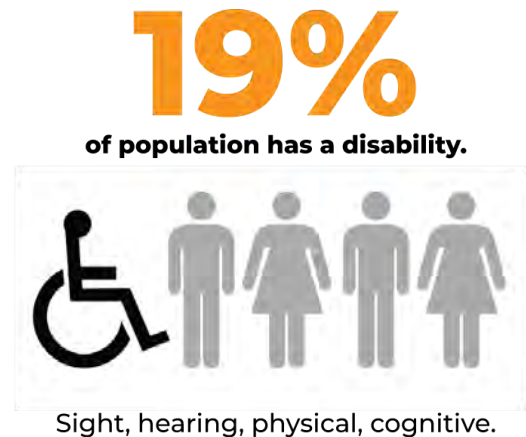
Compliance Criteria

Passed	Description
Passed	Full Name and primary contact specified
Passed	Public Purpose
Passed	Governing body Information
Passed	Fiscal Year
X	Full Charter (Ordinance and Establishment) Information
Passed	CDD Complete Contact Information
Passed	District Boundary map
Passed	Listing of taxes, fees, assessments imposed by CDD
Passed	Link to Florida Commission on Ethics
Passed	District Budgets (Last two years)
Passed	Complete Financial Audit Report
Passed	Listing of Board Meetings
N/A	Public Facilities Report, if applicable
Passed	Link to Financial Services
Passed	Meeting Agendas for the past year, and 1 week prior to next

Accessibility overview

Everyone deserves equal access.

With nearly 1-in-5 Americans having some sort of disability – visual, hearing, motor, cognitive – there are literally millions of reasons why websites should be fully accessible and compliant with all state and federal laws. Web accessibility not only keeps board members on the right side of the law, but enables the entire community to access all your web content. The very principles that drive accessible website design are also good for those without disabilities.



The legal and right thing to do

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines, WCAG 2.1, the international standard established to keep websites barrier-free. Plain and simple, any content on your website must be accessible to everyone.



ADA Compliance Categories

Most of the problems that occur on a website fall in one or several of the following categories.



Contrast and colors

Some people have vision disabilities that hinder picking up contrasts, and some are color blind, so there needs to be a distinguishable contrast between text and background colors. This goes for buttons, links, text on images – everything. Consideration to contrast and color choice is also important for extreme lighting conditions.

Contract checker: <http://webaim.org/resources/contrastchecker>



Using semantics to format your HTML pages

When web page codes are clearly described in easy-to-understand terms, it enables broader sharing across all browsers and apps. This ‘friendlier’ language not only helps all the users, but developers who are striving to make content more universal on more devices.



Text alternatives for non-text content

Written replacements for images, audio and video should provide all the same descriptors that the non-text content conveys. Besides helping with searching, clear, concise word choice can make vivid non-text content for the disabled.

Helpful article: <http://webaim.org/techniques/alttext>



Ability to navigate with the keyboard

Not everyone can use a mouse. Blind people with many with motor disabilities have to use a keyboard to make their way around a website. Users need to be able to interact fully with your website by navigating using the tab, arrows and return keys only. A “skip navigation” option is also required. Consider using [WAI-ARIA](#) for improved accessibility, and properly highlight the links as you use the tab key to make sections.

Helpful article: www.nngroup.com/articles/keyboard-accessibility

Helpful article: <http://webaim.org/techniques/skipnav>



Easy to navigate and find information

Finding relevant content via search and easy navigation is a universal need. Alt text, heading structure, page titles, descriptive link text (no ‘click here’ please) are just some ways to help everyone find what they’re searching for. You must also provide multiple ways to navigate such as a search and a site map.

Helpful article: <http://webaim.org/techniques/sitetools/>



Properly formatting tables

Tables are hard for screen readers to decipher. Users need to be able to navigate through a table one cell at a time. In addition to the table itself needing a caption, row and column headers need to be labeled and data correctly associated with the right header.

Helpful article: <http://webaim.org/techniques/tables/data>



Making PDFs accessible

PDF files must be tagged properly to be accessible, and unfortunately many are not. Images and other non-text elements within that PDF also need to be ADA-compliant. Creating anew is one thing; converting old PDFs – called PDF remediation – takes time.

Helpful articles: <http://webaim.org/techniques/acrobat/acrobat>



Making videos accessible

Simply adding a transcript isn't enough. Videos require closed captioning and detailed descriptions (e.g., who's on-screen, where they are, what they're doing, even facial expressions) to be fully accessible and ADA compliant.

Helpful article: <http://webaim.org/techniques/captions>



Making forms accessible

Forms are common tools for gathering info and interacting. From logging in to registration, they can be challenging if not designed to be web-accessible. How it's laid out, use of labels, size of clickable areas and other aspects need to be considered.

Helpful article: <http://webaim.org/techniques/forms>



Alternate versions

Attempts to be fully accessible sometimes fall short, and in those cases, alternate versions of key pages must be created. That is, it is sometimes not feasible (legally, technically) to modify some content. These are the 'exceptions', but still must be accommodated.



Feedback for users

To be fully interactive, your site needs to be able to provide an easy way for users to submit feedback on any website issues. Clarity is key for both any confirmation or error feedback that occurs while engaging the page.



Other related requirements

No flashing

Blinking and flashing are not only bothersome, but can be disorienting and even dangerous for many users. Seizures can even be triggered by flashing, so avoid using any flashing or flickering content.

Timers

Timed connections can create difficulties for the disabled. They may not even know a timer is in effect, it may create stress. In some cases (e.g., purchasing items), a timer is required, but for most school content, avoid using them.

Fly-out menus

Menus that fly out or down when an item is clicked are helpful to dig deeper into the site's content, but they need to be available via keyboard navigation, and not immediately snap back when those using a mouse move from the clickable area.

No pop-ups

Pop-up windows present a range of obstacles for many disabled users, so it's best to avoid using them altogether. If you must, be sure to alert the user that a pop-up is about to be launched.

Web Accessibility Glossary

Assistive technology	Hardware and software for disabled people that enable them to perform tasks they otherwise would not be able to perform (e.g., a screen reader)
WCAG 2.0	Evolving web design guidelines established by the W3C that specify how to accommodate web access for the disabled
504	Section of the Rehabilitation Act of 1973 that protects civil liberties and guarantees certain rights of disabled people
508	An amendment to the Rehabilitation Act that eliminates barriers in information technology for the disabled
ADA	American with Disabilities Act (1990)
Screen reader	Software technology that transforms the on-screen text into an audible voice. Includes tools for navigating/accessing web pages.
Website accessibility	Making your website fully accessible for people of all abilities
W3C	World Wide Web Consortium – the international body that develops standards for using the web

Tab 8

Additional Staffing

hr/wk

Clubhouse Attendant - PT
Total Additional Staff Hours

20

20

Tab 9

RESOLUTION 2026-05

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE LAKE ST. CHARLES COMMUNITY DEVELOPMENT DISTRICT RE-DESIGNATING THE PRINCIPAL HEADQUARTERS OF THE DISTRICT; RE-DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lake St. Charles Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Hillsborough County, Florida; and

WHEREAS, the District desires to specify the location of the District’s principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*; and

WHEREAS, the District further desires the District Manager, Rizzetta & Company, Inc., to move all physical hard copy records located at the District’s facilities to the local records office designated by this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKE ST. CHARLES COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

SECTION 1. The District’s principal headquarters for the purpose of establishing proper venue shall be located at the offices of Rizzetta & Company, Inc., 2700 South Falkenburg Road, Suite 2745, Riverview, Florida 33578, and the District Manager is hereby authorized to update this location upon providing written notice to the Board of Supervisors if Rizzetta & Company, Inc. relocates its offices.

SECTION 2. The District’s local records office shall be located at the offices of Rizzetta & Company, Inc., 2700 South Falkenburg Road, Suite 2745, Riverview, Florida 33578, within Hillsborough County, Florida, and shall be open to the public during regular business hours, Monday through Friday, excluding legal holidays, as required by Section 190.006(7), *Florida Statutes*. The District Manager is hereby authorized to update this location upon providing written notice to the Board of Supervisors if Rizzetta & Company, Inc. relocates its offices within Hillsborough County.

SECTION 3. The District Manager, Rizzetta & Company, Inc., shall take the necessary steps to move all physical hard copy of public records currently located at the District’s facilities to the local records office designated by this Resolution within twenty (20) calendar days of the effective

date of this Resolution. The District Manager shall maintain an inventory of all records transferred and shall provide written confirmation to the Board of Supervisors upon completion of the transfer.

SECTION 4. This Resolution shall take effect immediately upon adoption and shall supersede any prior resolutions or designations regarding the District's principal headquarters or local records office location.

PASSED AND ADOPTED THIS 24TH DAY OF OCTOBER 2025.

ATTEST:

**LAKE ST. CHARLES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson / Vice Chairperson
Board of Supervisors

Tab 10

**AGREEMENT BY AND BETWEEN THE LAKE CHARLES COMMUNITY
DEVELOPMENT DISTRICT AND CRISDEL GROUP, INC.
FOR CONSTRUCTION SERVICES FOR TRAIL MODIFICATION PROJECT**

THIS AGREEMENT ("Agreement") is made and entered into this 24 day of November 2025, by and between:

LAKE CHARLES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is c/o Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 ("District"), and

CRISDEL GROUP, INC., a New Jersey corporation, authorized to do business in the State of Florida, whose mailing address is 220 Ryan Street, South Plainfield, New Jersey, 07080 ("Contractor" and, together with the District, the "Parties").

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining public infrastructure supporting community development within the District; and

WHEREAS, the District has a need to retain an independent contractor to complete trail modification services in the District, which includes the repair and reconstruction of one (1) trail pursuant to Hillsborough County NRO Permit #25-0000019, with all work to be performed in strict compliance with applicable permits and specifications in favor of the District, all as more particularly described in the proposal attached hereto as **Exhibit A** (the "Project"); and

WHEREAS, Contractor represents and warrants to the District that it is qualified, capable and willing to provide such services and the District desires to enter into this Agreement with Contractor for the same; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

Now, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DUTIES.

- A. The duties, obligations, and responsibilities of Contractor are to provide the construction materials, labor, experience and services for the construction services

as described in **Exhibit A**, attached hereto and incorporated herein, in the District ("Project Area"), with all work subject to inspection and approval by the District Engineer at each phase of construction.

- B.** Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations, and responsibilities in connection with completion of the Project are met to the satisfaction of the District. Contractor shall report directly to the District's Engineer, Ed Jimenez or his designee. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within three (3) business days of written notice from the District and shall notify the District in writing within twenty-four (24) hours of any such impairments or damage. If Contractor fails to complete such repairs within the specified timeframe, the District may complete the repairs using other contractors and deduct all costs from amounts due to Contractor or **seek** reimbursement. Contractor shall ensure that all equipment is operated only by individuals holding the proper licenses for such operation.
- C.** Should any error or inconsistency appear in the repair plans and/or construction specifications, Contractor, before proceeding with the Project, must notify the District for the proper adjustment, and in no case proceed with the Project in uncertainty.
- D.** This Agreement grants to Contractor the right to enter District lands which are subject to and necessary to complete the Project contemplated by this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- E.** Changes in the Project, labor, or materials for the Project may be accomplished only by written change order signed by both parties that specifies the change in the Project, the amount of adjustment in compensation (if any), and the extent of adjustment to the date of completion. No change order shall be valid or enforceable unless approved in writing by the District Manager or Board of Supervisors. Contractor shall not proceed with any changes without a fully executed change order. Any additional compensation for additional duties shall be paid only upon the written authorization of the District Manager or his designee.
- F.** Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. Additionally, Contractor must clean mud and debris from and repair any damage to the District streets used as access to and from the Project. At completion of the Project, Contractor shall remove from the site all waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up as provided in this Agreement, the District may do so and the cost thereof, if any, shall be reimbursable by Contractor.

SECTION 3. COMPENSATION.

- A.** Compensation for the Project shall be in a total amount not to exceed **Two Hundred Sixty-Three Thousand Two Hundred Twenty-Six Dollars and Thirty-Nine Cents (\$263,226.39)**, as set forth in **Exhibit A**. Contractor shall submit monthly progress invoices for work completed, subject to verification and acceptance by the District Engineer. Final payment shall be made upon completion of the Project, final inspection and written acceptance by the District Engineer, receipt of all required lien releases and waivers, submission of all required closeout documentation including as-built drawings and warranties, and compliance with all requirements of subsection 3(0). The District may withhold final payment until all punch list items are completed to the District's satisfaction. All invoices shall be due and payable consistent with Florida's Prompt Payment Act for construction services.
- B.** If the District should desire additional services, Contractor agrees to negotiate in good faith to undertake such additional work or services. However, no additional services shall be provided by Contractor prior to the Parties' successful negotiations of the additional terms and compensation. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. Contractor shall be compensated for such agreed upon additional services upon mutual terms agreeable to the Parties and agreed to in writing.
- C.** The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or Laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or Laborers, and further require that Contractor provide an Affidavit relating to the payment of said indebtedness.
- D.** Contractor shall maintain records conforming to usual accounting practices. Further, Contractor agrees to render invoices to the District, in writing, which shall be delivered or mailed to the District. These invoices are due and payable in accordance with Florida's Prompt Payment Act. Each invoice shall include such supporting information as the District may reasonably require Contractor to provide.

SECTION 4. DATE OF COMMENCEMENT. Contractor will commence the Project within five (5) business days of execution of this Agreement and receipt of written notice to proceed from the District, and complete such Project no later than thirty (30) days after the notice to proceed is issued, pursuant to Hillsborough County Magistrate Order, time being of the essence. Failure to complete the Project by the specified deadline shall result in liquidated damages of \$500 per day for each day of delay, which the parties agree represents a reasonable estimate of the District's damages and is not a penalty.

SECTIONS. TERMINATION. Contractor agrees that the District may terminate this Agreement immediately for cause by providing a written notice of termination to Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment only for material and labor actually incorporated into the Project and accepted by the District up until the effective termination of this Agreement, less any claims, offsets, damages, or costs incurred by the District as a result of Contractor's breach or deficient performance, including but not limited to costs to complete the Project with replacement contractors. The District shall have the right to withhold final payment pending resolution of any claims or determination of completion costs.

SECTION 6. WARRANTY. Contractor warrants to the District that all materials furnished under this Agreement shall be new, first-quality, and that all services, including specifically all construction and installation services contemplated and/or provided hereunder, and all materials shall be of good quality, free from faults and defects, and in conformance with all applicable industry standards and manufacturer specifications. Contractor hereby warrants all materials, services and workmanship for a minimum of two (2) years from the date of final acceptance by the District, and agrees to assign any and all of the materials and manufacturers' warranties to the District in writing within thirty (30) days of final completion. For any materials or components with manufacturer warranties exceeding two years, Contractor's warranty shall match the manufacturer's warranty period. Neither final acceptance of the Project, nor final payment therefore, nor any provisions of this Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services provided under this Agreement are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and/or replace such services and/or materials within ten (10) business days after receipt of written notice from the District, or within such shorter period as the District reasonably determines is necessary to prevent safety hazards or further damage and to correct and pay for any other damage resulting therefrom to the District property or the property of landowner's within the District such that the District receives the maximum benefit of the completed Project contemplated by this Agreement.

Contractor hereby covenants to the District that it shall perform the services necessary to complete the Project: (i) using its best skill and judgment and in accordance with generally accepted professional and design standards and practices for projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interest of the District. Contractor hereby covenants to the District that any work product of Contractor shall not call for the use of, nor infringe, any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

SECTION 7. INSURANCE. Contractor shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	statutory
General Liability on an occurrence basis	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Umbrella/Excess Liability	\$3,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000/\$2,000,000

Contractor shall provide the District with a certificate naming the District, its officers, supervisors, professional staff, agents and employees as additional insureds on a primary and non-contributory basis. All insurance policies shall contain a waiver of subrogation in favor of the District and its officers, supervisors, professional staff, agents and employees. All policies shall be written on an occurrence basis (not claims-made) and shall include a provision that the policies are primary and non-contributory to any insurance carried by the District. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled, non-renewed, or materially changed during the term of this Agreement and for two (2) years following final completion without at least thirty (30) days' prior written notice to the District (ten (10) days for non-payment of premium). Any lapse in coverage shall constitute a material breach of this Agreement and grounds for immediate termination. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance under this Agreement.

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

SECTION 8. INDEMNIFICATION.

- A. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under this Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District and their respective officers, supervisors, employees, professional staff, managers, attorneys, engineers, consultants, agents, contractors and subcontractors, of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused, in part or in whole, by (i) the negligent, reckless, or intentionally wrongful misconduct of the Contractor, or any employee, agent, subcontractor, or any individual or entity directly or indirectly employed or used by any of them to perform any of the Services, (ii) the Contractor's performance of, or failure to perform, Contractor's obligations pursuant to this Agreement or any Services or Contractor's performance of any activities in connection therewith, and (iii) any breach of any warranty, representation, covenant, or agreement made by Contractor

in this Agreement or any Services.

- B. Contractor shall ensure that any and all subcontractors include this express paragraph for the benefit of the Indemnitees. Obligations under this section shall include, but are not limited to, the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

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

SECTION 11. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 12. No THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal Parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third-party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties

hereto and their respective representatives, successors and assigns.

SECTION 13. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if there are any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 14. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. Except as otherwise provided herein and to the extent that any provisions of **Exhibit A** conflict with provisions of this Agreement, this Agreement shall control.

SECTION 15. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.

SECTION 16. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 17. NOTICES. Any notice, demand, request or communication required or permitted hereunder ("Notice" or "Notices") shall be in writing and sent by hand delivery, electronic mail, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. If to the District:	Lake Charles Community Development District c/o Rizzetta & Company, Inc. 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 Email: SDeL.una@tizzetta.com
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With a copy to:	Kilinski Van Wyk PLLC 517 E College Avenue Tallahassee, Florida 32301 Attn: District Counsel Email: jennifer@cddlattorneys.com
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B. If to the Contractor:	Crisdel Group, Inc. 220 Ryan Street South Plainfield, New Jersey 07080
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Attn: Frank A Criscola
Email: frankc@crisdel.com

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

SECTION 18. ENFORCEMENT OF AGREEMENT. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 19. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in Hillsborough County, Florida.

SECTION 20. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Stephanie DeLuna** (..Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, (813) 933-5571, SDELUNA@RIZZETTA.COM, OR 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

SECTION 21. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 22. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 23. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

SECTION 24. NEGOTIATION AT Anf's LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 25. ASSIGNMENT. Contractor may not assign, transfer, or subcontract this Agreement or any rights, duties, obligations or monies to become due hereunder without the prior written approval of the District, which may be withheld in the District's sole discretion. Any assignments, transfers, or subcontracts attempted to be made by Contractor without the prior written approval of the District are void.

SECTION 26. E-VERIFY. Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that Contractor has knowingly violated Section 448.095, *Florida Statutes*. By entering into this Agreement, Contractor represents that no public employer has terminated a contract with Contractor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 27. ANTI-HUMAN TRAFFICKING REQUIREMENTS. Contractor certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*.

SECTION 28. SCRUTINIZED COMPANIES STATEMENT. In accordance with Section 287.135, *Florida Statutes*, Contractor represents, warrants, and covenants that in entering into this Agreement and throughout the term of this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, affiliates, subcontractors, or agents is or will be on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, Contractor shall immediately notify District. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement and Contractor shall be liable for any damages, costs, or expenses incurred by the District as a result of such misrepresentation or violation.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth below, effective as of the date last signed.

**LAKE CHARLES COMMUNITY
DEVELOPMENT DISTRICT**

J{14bfW

John Marshall (Nov 25, 2025 15:15:46 EST)

Chair, Board of Supervisors

CRISDEL GROUP, INC.

By: Frank_A_C_ris_co_la

Its: President _____

Exhibit A: Proposal

EXHIBIT A

Proposal



Quote No. 19111
 Date: 9-11-25
 Re: Lake St Charles Trail
 Location: 6801 Colonial Lake Drive, Riverview, FL

To: Kimley-Horn
 201 N Franklin St
 Tampa, FL 33602 ;

Attn: Ed Jimenez

Crisdel Group, Inc. has prepared the following bid proposal to perform the site scope of work indicated below for the above referenced project. Our proposal was prepared using the bid documents provided by your office.

ITEM	DESCRIPTION	QTY	UNIT	
10	Mobilization	1.000	L5	\$3,240.49
20	General Conditions	1.000	L5	\$49,713.21
30	Maintenance of Traffic	1.000	L5	\$J 650.57
40	Surveying/ As-Builts	1.000	L5	\$6,126.12
50	Slit Fence/Maintenance	2,500.000	LF	\$S 250.00
60	Trench Protection/Maintenance	1,180.000	LF	\$I 245.00
70	Clear Existing Pavement	495.000	SY	\$9,711.90
80	Asphalt Pavement Removal	575.000	SY	\$5,169.25
	Grading	1.000	L5	\$10,161.00
100	Excavation	396.000	TCY	\$18,924.84
110	Sod	2,145.000	SY	\$10,617.75
120	Handrail	790.000	LF	\$58,657.50
130	Storm-6" PVC w/ 6" Backwater Valve	42.000	LF	\$3,357.06
140	Storm-8" PVC	126.000	LF	\$7,301.70
150	Storm-8" MB	1.000	EA	\$1,076.88
160	Storm-6" Perforated Sock Underdrain	700.000	LF	\$44,457.00
170	Storm-8" /ytoplast Inline Drain	6.000	EA	\$7,292.46
180	Storm-Fitting 15	1.000	LS	\$86.73
200	Concrete Sidewalk Demo/Restoration-12" Thick	11.000	SY	\$9,588.83
Grand Total:				\$263,226.39

Bid Proposal General Notes/Clarifications:

1. Proposal excludes all third party inspection/ testing.
2. Proposal assumes work performed during normal work hours Monday to Friday, 7 am to 3 pm

1 of 2

CRISDEL GROUP, INC. | CRISDEL.CDM

11985 PALM RIVER ROAD, TAMPA, FL 33619 | PHONE: 813-940-1434 | FAX: 813-347-9762

AN EQUAL OPPORTUNITY FIRM

3. Proposal excludes performance & payment bonds. If required, please add 1% to the bid proposal.
4. Proposal includes Crisdel Group, Inc.'s standard insurance.
5. Proposal excludes a dedicated site safety person. We assume our site superintendent is sufficient to **serve as a** site safety representative.
6. Proposal assumes all on-site excavated materials are suitable for use for fill.
7. Proposal excludes any over-excavation beyond subgrade elevation to repair soft/ unsuitable areas on site.
8. Proposal excludes any provisions for unsuitable materials, all unsuitable materials handled by change order or by T&M
9. Proposal excludes work with hazardous or contaminated soils.
10. Proposal excludes any rock excavation unless specifically stated; **a detailed** geotechnical report will be required.
11. Proposal excludes any architectural or structural concrete work.
12. Proposal excludes any temporary site construction fencing unless specifically mentioned above.
13. Proposal excludes site logistics unless specifically mentioned **above**.
14. Crisdel Group, Inc.'s bid proposal includes only those items of work that are reflected on, or reasonably inferred from the plans and specifications unless otherwise specifically noted.
15. Crisdel Group, Inc.'s bid proposal excludes liability for liquidated damages until an agreement on the amount, if any, is agreed upon by both parties.
16. If the Owner decides to make an Owner Direct Purchase for materials that would otherwise be the responsibility of Crisdel Group, Inc., it is requested the owner use Crisdel's terms and conditions in any purchase agreement or provide Crisdel the opportunity to review any proposed purchase agreement to ensure Crisdel and the Owner are protected. If owner should choose not to do so, it will be required to indemnify, defend and hold Crisdel harmless from and against any direct and/or consequential damages that may arise in connection with the purchase of any such material and agrees not to assert a claim against Crisdel for any damages Owner may suffer as a result of the purchase of said materials.
17. Proposal includes all permits & fees. If required, they can be added to the bid proposal.

Crisdel Group, Inc. thanks you for the opportunity to provide a proposal for this project. Please contact us with any questions or if you wish to discuss this proposal in further detail.

Crisdel Group, Inc.,

Mike Kulig
 Estimator
 O: (813) 940.3434
 M: (561) 978-7827

2553 - Lake St. Charles Trail - Contract - CGI Signed (002)

Final Audit Report

2025-11-25

Created:	2025-11-25
By:	Derrick Evans (devans@rizzetta.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAblull7axgVQ6X8vU5d6CQKWOMYD39S1x

"2553 - Lake St. Charles Trail - Contract - CGI Signed (002)" History

-  Document created by Derrick Evans (devans@rizzetta.com)
2025-11-25 - 6:35:14 PM GMT
-  Document emailed to John Marshall (jmarshall@lakestcharles.org) for signature
2025-11-25 - 6:35:21 PM GMT
-  Email viewed by John Marshall (jmarshall@lakestcharles.org)
2025-11-25 - 8:14:57 PM GMT
-  Document e-signed by John Marshall (jmarshall@lakestcharles.org)
Signature Date: 2025-11-25 - 8:15:46 PM GMT - Time Source: server
-  Agreement completed.
2025-11-25 - 8:15:46 PM GMT

Tab 11

3/14/26	Family Game Night
7/11/26	Community Education Event
8/15/26	Family Game Night
10/24/26	Fall Festival
11/9/26	2026 Annual Meeting

All of these are usually held in the clubhouse with the exception of the Fall Festival.

Tab 12

MINUTES OF MEETING

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

LAKE ST. CHARLES
COMMUNITY DEVELOPMENT DISTRICT

The Public Workshop of the Board of Supervisors of the Lake St. Charles Community Development District was held on **Wednesday, October 20 2025, at 5:00 p.m.** at The Lake St. Charles Clubhouse located at 6801 Colonial Lake Drive, Riverview, FL 33578.

Present and constituting a quorum:

Virginia Gianakos	Chairperson
Toni Marie Davis	Vice Chairperson
Yvonne Brown	Assistant Secretary
John Hines Marshall	Assistant Secretary
Benjamin Turinsky	Assistant Secretary

Also present were:

Stephanie DeLuna	District Manager; Rizzetta & Co., Inc.
Savannah Hancock	District Counsel; Kilinski Van Wyk

Audience	Present
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FIRST ORDER OF BUSINESS **Call to Order**

Ms. DeLuna called the meeting to order at 5:00 p.m.

SECOND ORDER OF BUSINESS **Business Items**

A. Public Workshop on Community Policies

The Board discussed Community Policies.

THIRD ORDER OF BUSINESS **Adjournment**

On a motion by Mr. Marshall, seconded by Ms. Gianakos, with all in favor, the Board adjourned the meeting at 7:13 p.m., for the Lake St. Charles Community Development District.

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Assistant Secretary

Chair / Vice Chair

DRAFT

MINUTES OF MEETING

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

LAKE ST. CHARLES
COMMUNITY DEVELOPMENT DISTRICT

The special meeting of the Board of Supervisors of the Lake St. Charles Community Development District was held on **Friday, October 24, 2025, at 10:00 a.m.** at The Lake St. Charles Clubhouse located at 6801 Colonial Lake Drive, Riverview, FL 33578.

Present and constituting a quorum:

Virginia Gianakos	Chairperson
Toni Marie Davis	Vice Chairperson
Yvonne Brown	Assistant Secretary
John Hines Marshall	Assistant Secretary
Benjamin Turinsky	Assistant Secretary

Also present were:

Stephanie DeLuna	District Manager; Rizzetta & Co., Inc.
Matthew Huber	Director; Rizzetta & Co., Inc.
David Eskra	Property Manager; Rizzetta & Co., Inc.
Savannah Hancock	District Counsel; Kilinski Van Wyk
Jennifer Kilinski	District Counsel; Kilinski Van Wyk
Ed Jimenez	District Engineer

Audience	Present
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FIRST ORDER OF BUSINESS

Call to Order

Ms. DeLuna called the meeting to order at 10:00 a.m. and confirmed a quorum.

SECOND ORDER OF BUSINESS

Audience Comments

No Audience comments.

THIRD ORDER OF BUSINESS

Staff Reports

A. District Counsel

I. CDD 101

Ms. Kilinski provided feedback on CDD 101 and reviewed the differences between HOA and CDD. She reviewed the slides with detail on CDD 101 and went into details of responsibility; rules; roles and statue of CDD.

II. Consideration of Resolution 2026 – 02; Adopting the Board of Supervisors Code of Conduct Policy

On a motion by Ms. Gianakos seconded by Ms. Davis, with all in favor, the Board approved Resolution 2026 – 02; Adopting the Board of Supervisors Code of Conduct Policy, for the Lake St. Charles Community Development District.

On a motion by Ms. Gianakos seconded by Ms. Davis, in a decision of 3 – 2 with Mr. Turinsky and Ms. Brown in dissent, the Board approved raising the Notary fee for nonresidents to \$10.00, for the Lake St. Charles Community Development District.

On a motion by Mr. Marshall seconded by Ms. Davis, with all in favor, the Board agreed to send letters to homeowners on the Lake regarding Cattails, for the Lake St. Charles Community Development District.

B. District Engineer

Present. Provided feedback.

i. Summary of Trail Modifications

On a motion by Mr. Turinsky seconded by Ms. Gianakos, with all in favor, the Board agreed to Crisdel Group Contract and to utilize the reserve fund transfer to trail maintenance for the Lake St. Charles Community Development District.

On a motion by Mr. Turinsky seconded by Ms. Gianakos, with all in favor, the Board authorized District Counsel for 558 notices claim for the Lake St. Charles Community Development District.

On a motion by Mr. Turinsky seconded by Ms. Gianakos, with all in favor, the Board approved the proposals for Trail repair for the Lake St. Charles Community Development District.

D. Operations Manager

Mr. Eskra presented the report to the Board.

E. District Manager

Ms. DeLuna presented the report to the Board and reminded the Board that the next meeting will be held on December 3rd, 2025, at 5:00 p.m.

FOURTH ORDER OF BUSINESS

Business Items

A. Consideration of Staffing Proposal

Tabled.

B. Consideration of Pool Contract

On a motion by Mr. Turinsky seconded by Ms. Gianakos, with all in favor, the Board approved District Counsel to update the contract to \$200 a year for the Lake St. Charles Community Development District.

C. Consideration of Pool Sensory Replacement Quote

On a motion by Ms. Gianakos seconded by Ms. Davis, with all in favor, the Board approved a not – to – exceed of \$3,063.18 for the Lake St. Charles Community Development District.

Tabled.

D. Consideration of Juniper Proposals #355651 & 357722

On a motion by Mr. Turinsky seconded by Ms. Brown, with all in favor, the Board approved Juniper Proposal #355651 in the amount of \$1,892.00 for the Lake St. Charles Community Development District.

On a motion by Ms. Gianakos seconded by Mr. Turinsky, with all in favor, the Board approved Juniper Proposal #357722 in the amount of \$2,000.00 for the Lake St. Charles Community Development District.

On a motion by Ms. Gianakos seconded by Ms. Davis, with all in favor, the Board agreed to cancel the November meeting for the Lake St. Charles Community Development District.

E. Consideration of Resolution 2026 – 03; Adopting the Amended Fiscal Year 2025 / 2026 Budget

On a motion by Ms. Gianakos seconded by Ms. Davis, with all in favor, the Board approved Resolution 2026 – 03; Adopting the Amended Fiscal Year 2025 / 2026 Budget for the Lake St. Charles Community Development District.

F. Consideration of Resolution 2026 – 04; Adopting Informal Procurement Policies

On a motion by Ms. Gianakos, seconded by Mr. Marshall, with all in favor, the Board approved Resolution 2026 – 04; Adopting Informal Procurement Policies for the Lake St. Charles Community Development District.

G. Consideration of Resolution 2026 – 05; Re-Designating Principal Headquarters and Local Records Office

Tabled

H. Discussion on Board Structure / Consideration of Resolution 2026 – 06; Re-Designating Officers

On a motion by Ms. Gianakos, seconded by Ms. Brown, with all in favor, the Board approved Resolution 2026 – 06; Re-Designating officers signifying Mr. Marshall as the Chairman and Ms. Davis as Vice Chair for the Lake St. Charles Community Development District.

A. Ratification of Operations and Maintenance Expenditures for August and September 2025

On a motion by Ms. Gianakos, seconded by Ms. Davis, The Board ratified Operations and Maintenance Expenditures for August 2025 (\$149,820.67) and September 2025 (\$72,862.72) for the Lake St. Charles Community Development District.

B. Ratification of License Agreement with Lake St. Charles Master HOA for Fall Festival September 3rd, 2025

On a motion by Ms. Gianakos, seconded by Ms. Brown, The Board ratified the License Agreement and Approved the guest passes (2) by HOA as set the cost at a \$25.00 deposit for the Lake St. Charles Community Development District.

C. Consideration of Meeting Minutes from September 3rd and October 1st, 2025

On a motion by Ms. Gianakos, seconded by Ms. Davis, The Board approved the meeting minutes from September 3rd, and October 1st as presented for the Lake St. Charles Community Development District.

SIXTH ORDER OF BUSINESS Supervisor Requests and Comments

Mr. Marshall commented on the upcoming December Landscape RFP.

EIGHTH ORDER OF BUSINESS Adjournment

On a motion by Ms. Gianakos, seconded by Ms. Davis, with all in favor, the Board adjourned the meeting at 12:12 p.m., for the Lake St. Charles Community Development District.

Assistant Secretary

Chair / Vice Chair