

# CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT

## REGULAR MEETING

Thursday, January 8, 2026 at 6:30 P.M.

Concord Station Clubhouse 18636 Mentmore Blvd. Land O'Lakes, FL 34638

## DRAFT AGENDA

### I. Call to Order / Roll Call

### II. Audience Comments – Agenda Items *(limited to 3 minutes per individual)*

### III. Professional Vendor Presentations

#### A. District Engineering Report – Stantec Project Manager - Greg Woodcock *(to be distributed)* **EXHIBIT 1**

1. Update on Stormwater bids & Discussion of Seal Coating Clubhouse Parking Lot & Pothole Repair
2. Update & Discussion of Tree Replacement Project; Arborist Walk
3. Update on Drainage Project / Stormwater System Assessment
4. Update of Plats & Ownership review and Maintenance of the Area of SR 54 Street Light

#### B. Solitude Lake Management

##### 1. Waterway Inspection Report **EXHIBIT 2**

#### C. Red Tree Landscape Maintenance

##### 1. Landscape Maintenance Report **EXHIBIT 3**

##### 2. Red Tree Irrigation Reports **EXHIBIT 4**

#### D. Presentation & Discussion of Responses to District Counsel Informal RFP

##### 1. Erin McCormick, Esq. – *currently not submitting* **EXHIBIT 5**

##### 2. Kutak Rock **EXHIBIT 6**

##### 3. Persson, Cohen, Mooney, Fernandez & Jackson, P.A. – *no response*

#### E. District Counsel – Kilinski Van Wyk

##### 1. Employee Handbook – Updated **EXHIBIT 7**

Employment Counsel's initial review draft circulated / enclosed

2. Thrive Hydration Therapy – Agreement status update

At this time, the District cannot move forward with the agreement until the proper insurance is in place: the exemption and other updated certificates of insurance

3. RedTree Mapping Invoice Case

**EXHIBIT 8**

Demand Letter Received on December 30, 2025

4. KVV Letter of Resignation - Dated December 12 / Effective January 8

**EXHIBIT 9**

F. Presentation of Amenity Center Report

**EXHIBIT 10**

G. District Manager

1. Suncoast Pool Service – Updated COI

Last email sent & call placed [left VM] on December 31, 2025

2. Status of SR 54 LED Streetlight – Upgrade from Duke Energy

**EXHIBIT 11**

Estimate as a formal process initiation step is enclosed for execution; it will be approximately 6 months from the time this estimate is signed to get to construction; more details to follow from Duke

3. Update on Duke Energy Account \*0087 Billing Surge

**EXHIBIT 12**

Current monthly amount is historically average, ASM identified a different inconsistency and anomaly in the prior months, ASM requested explanation from Duke. Duke: will provide answers upon completion of internal research. ASM: Billing history enclosed

4. Status of Sales Tax Reimbursed by Kai

Payment to FL DOR made with a check

5. Status of Sales Tax Reimbursement from State – *In Progress*

Revision of the amount based on the FL Administrative Code requirement for entire sale being subject to tax for the Clubhouse account based on use for a non-exempt purpose (evidenced by FL DOR by monthly sales tax filing). Revised amount reflects a reduction of \$32.25. Additionally requested supporting documentation gathered and upload processed

6. Board Of Supervisors CDD emails license / Microsoft 365 Business Basic subscription renewal – *Processed*

7. Update on USA Fence case

Check in payment of the approved [reduced] amount per Withhold Payment Letter issued (\$7,123.00) and Check Sent

#### **IV. Public Hearings for Adopting Restated Rules of Procedure**

1. Open the Public Hearing
2. Presentation of the Restated Rules of Procedure **EXHIBIT 13A**
3. Public Comments on the Restated Rules of Procedure
4. Close the Public Hearing
5. Consideration for Adoption Resolution 2026-09, Adopting Amended & Restated rules of Procedure **EXHIBIT 13B**

#### **V. Administrative Items**

- A. Consideration for Acceptance: November, 2025 Unaudited Financial Report **EXHIBIT 14**
- B. Consideration for Approval – Brought back - The Minutes of the Concord Station October 9, 2025 Regular Meeting of the Board of Supervisors **EXHIBIT 15**
- C. Consideration for Approval – Brought back - The Minutes of the Concord Station November 13, 2025 Regular Meeting of the Board of Supervisors **EXHIBIT 16**
- D. Consideration for Approval – The Minutes of the Concord Station December 2, 2025 Special Meeting of the Board of Supervisors **EXHIBIT 17**
- E. Consideration for Approval – The Minutes of the Concord Station December 11, 2025 Regular Meeting of the Board of Supervisors **EXHIBIT 18**
- F. Presentation & Ratification of Steadfast Contract for Landscaping Services **EXHIBIT 19**
- G. Presentation & Ratification of Haven Management Solutions Contract for District Management Services effective January 1, 2026 **EXHIBIT 20**

#### **VI. Other Items to Be Introduced**

- A. Consideration of Trespass Agreement with Pasco County Sheriff – Annual Renewal **EXHIBIT 21**
- B. Discussion of Process for Allowing Vendors to Utilize Amenity Center Parking & Other Areas

#### **VII. Audience Comments – New Business – *(limited to 3 minutes per individual)***

#### **VIII. Supervisors' Request**

#### **IX. Adjournment**

**EXHIBIT 1**

**RETURN TO AGENDA**



## **EXHIBIT 2**

### **RETURN TO AGENDA**

# SOLITUDE

LAKE MANAGEMENT



## Concord Station CDD Waterway Inspection Report

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**Reason for Inspection:** Monthly required

**Inspection Date:** 2026-01-05

**Prepared for:**  
Concord Station CDD

**Prepared by:**

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## Site: W24

### Comments:

Site looks good

Site looks good with no flow obstruction.

### Action Required:

Routine maintenance next visit

### Target:



## Site: W25

### Comments:

Site looks good

Site looks good with minimal shoreline weed growth along shoreline.

### Action Required:

Routine maintenance next visit

### Target:



## Site: W26

### Comments:

Site looks good

Site looks good. Shelf is completely dry and has very minimal new weed growth within it. Open water looks great.

### Action Required:

Routine maintenance next visit

### Target:





## Site: W27

### Comments:

Site looks good

Site looks great and was treated in December for submersed weeds (Chara). All cleared up now and looking great.

### Action Required:

Routine maintenance next visit

### Target:



## Site: W28

### Comments:

Site looks good

Site looks good with the treatment of minor shoreline weeds still in progress. Roughly another 7 days for full results.

### Action Required:

Routine maintenance next visit

### Target:



## Site: W29

### Comments:

Site looks good

Sites looks good. Beneficial weeds in both sites look to have been negatively effected by the cold weather but should rebound in the Spring.

### Action Required:

Routine maintenance next visit

### Target:





## Site: W30

### Comments:

Site looks good

Water level is low but overall the site is looking great. Lillie's were treated and are still in the decay process.

### Action Required:

Routine maintenance next visit

### Target:



## Site: W31

### Comments:

Site looks good

water level is low exposing some new;y emergent pond bank along with new shoreline growth.

### Action Required:

Routine maintenance next visit

### Target:



## Site: W32

### Comments:

Site looks good

Site looks great with a healthy monoculture of GSR within the site. No nuisance growth noted.

### Action Required:

Routine maintenance next visit

### Target:





## Site: W33

### Comments:

Site looks good

Site looks great with clear open water along with clean pond banks.

### Action Required:

Routine maintenance next visit

### Target:



## Site: T1

### Comments:

Site looks good

Site looks great with a healthy population of various native plants.

### Action Required:

Routine maintenance next visit

### Target:



## Site: T2

### Comments:

Site looks good

Site looks great with a healthy monoculture of GSR almost completely within the site.

### Action Required:

Routine maintenance next visit

### Target:





## Site: T3

### Comments:

Site looks good

Treated in December for a sheen along the surface, the pond is now looking great with a healthy monoculture of GSR present.

### Action Required:

Routine maintenance next visit

### Target:



## Site: T4

### Comments:

Site looks good

Site looks great with clear open water along with clean pond banks.

### Action Required:

Routine maintenance next visit

### Target:



## Site: T5

### Comments:

Normal growth observed

Site looks good with a minor amount of shoreline growth seen around the perimeter. Open water looks great.

### Action Required:

Routine maintenance next visit

### Target:

Shoreline weeds





## Site: T6

### Comments:

Site looks good

Site looks great and was treated in December for Lilies. The effect of this treatment still looks to be in process.

### Action Required:

Routine maintenance next visit

### Target:

Species non-specific



## Site: T7

### Comments:

Normal growth observed

Site looks very good for having almost no water within it. A small amount of new emergent growth is present.

### Action Required:

Routine maintenance next visit

### Target:

Shoreline weeds



## Site: T8

### Comments:

Site looks good

Site looks great. Free of obstruction and the structure looks to be in great shape.

### Action Required:

Routine maintenance next visit

### Target:



**Site:** T9**Comments:**

Site looks good

Site looks good with a normal amount of new growth along the pond bank. Site is very low on water.

**Action Required:**

Routine maintenance next visit

**Target:****Management Summary**

To start off 2026 we are seeing low water levels. Though we have had some light rain showers in the past 30 days, we haven't seen enough water to change levels of the sites. For the most part they are staying the same and in some cases dropping even more exposing some new soil part of the pond bank or even the bottom of these sites. This time of year just like with your landscaping we see a significant drop in growth with these sites. Typically algae growth halts along with the shoreline growth slowing drastically. The algae growth that we can sometime see in these cooler months would be a planktonic algae that makes these stormwater sites turn a pea soup, green color along with bringing a pungent smell to the sites. Throughout the whole community I have not seen this growth within any of the sites which is a great sign of stable ponds lacking the nutrients that cause these blooms.

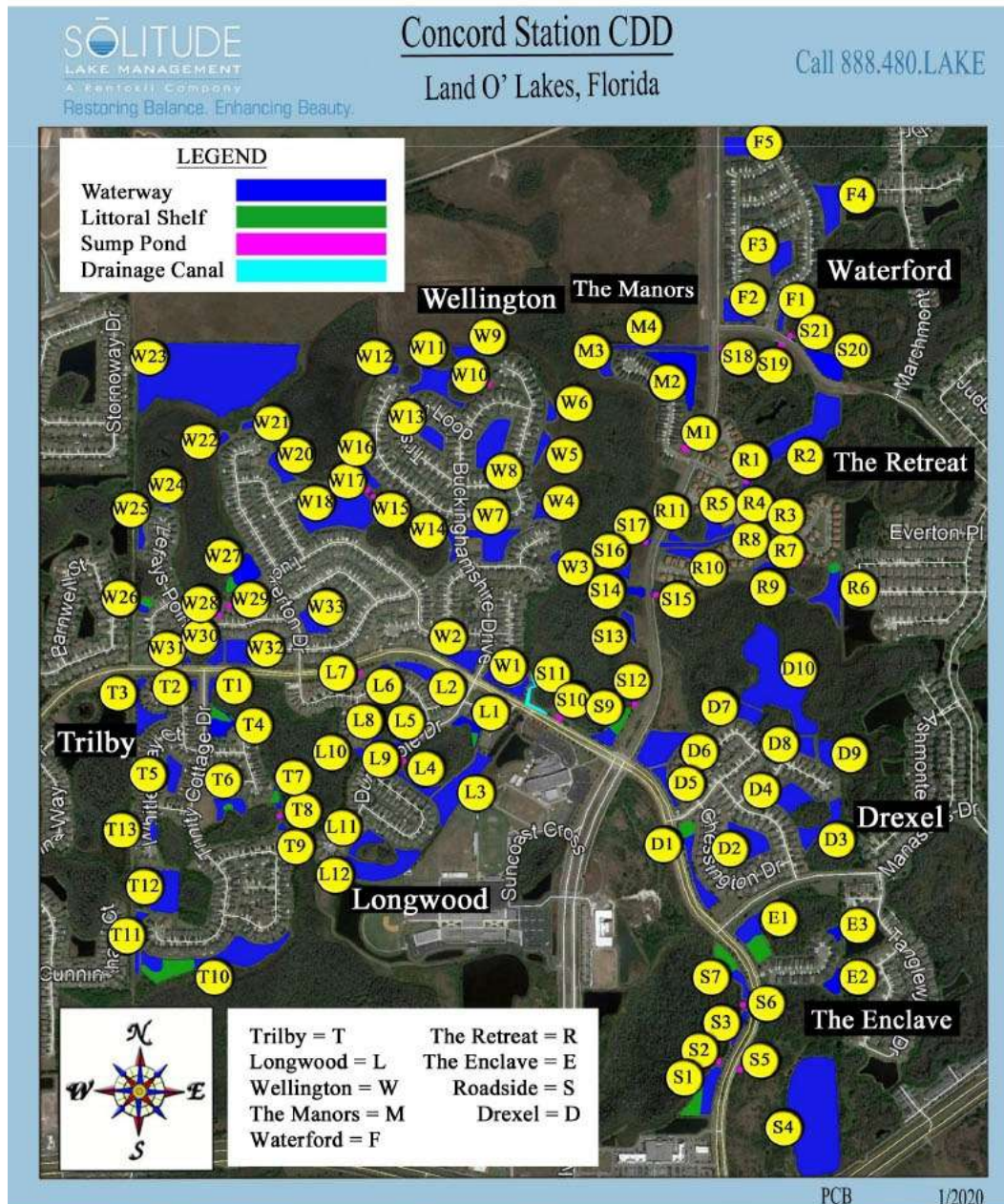
Structures throughout the community are checked on a monthly basis while treating each site and all structures are clear of obstruction and look to be in great shape.

As always, please reach out to me with any questions or concerns you may have- [Corey.White@solitudelake.com](mailto:Corey.White@solitudelake.com)

Thank you for choosing SOLitude Lake Management!

Site	Comments	Target	Action Required
W24	Site looks good		Routine maintenance next visit
W25	Site looks good		Routine maintenance next visit
W26	Site looks good		Routine maintenance next visit
W27	Site looks good		Routine maintenance next visit
W28	Site looks good		Routine maintenance next visit
W29	Site looks good		Routine maintenance next visit
W30	Site looks good		Routine maintenance next visit
W31	Site looks good		Routine maintenance next visit
W32	Site looks good		Routine maintenance next visit
W33	Site looks good		Routine maintenance next visit
T1	Site looks good		Routine maintenance next visit
T2	Site looks good		Routine maintenance next visit
T3	Site looks good		Routine maintenance next visit
T4	Site looks good		Routine maintenance next visit
T5	Normal growth observed	Shoreline weeds	Routine maintenance next visit
T6	Site looks good	Species non-specific	Routine maintenance next visit
T7	Normal growth observed	Shoreline weeds	Routine maintenance next visit
T8	Site looks good		Routine maintenance next visit
T9	Site looks good		Routine maintenance next visit





## **EXHIBIT 3**

### **RETURN TO AGENDA**



*The New Standard in Landscape Maintenance*

**1.888.RED.TREE**

www.redtreelandscapesystems.com

5532 Auld Lane, Holiday FL 34690

**LANDSCAPE REPORT: DECEMBER 2025**  
FOR  
**Concord Station CDD**

**Mowing Operations:**

- *Completed per contract.*

**Detail Operations:**

- *Detail completed on rotational basis per contract.*
- *We continue to remove Spanish moss from Trees throughout CDD property.*

**Fertilization / Pest Control:**

- *An application was completed December 2025.*

**Irrigation:**

- *Inspection completed.*

**Work Orders / Service Requests**

- *Please do not hesitate to send any service requests to our Service Desk at [service@redtreelandscapesystems.com](mailto:service@redtreelandscapesystems.com). Property name, photographs and coordinates (street names, etc.) are all extremely helpful in assuring that we can address any concerns promptly and report back to you with completion.*

**Proposals**

- *No Proposals submitted at this time.*
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## **EXHIBIT 4**

### **RETURN TO AGENDA**



# REDTREE LANDSCAPE SYSTEMS IRRIGATION CONTROLLER CHECKLIST

*Sunlake Blvd & Umpstead dr*

PROPERTY	<i>Concord Station</i>							DATE:		<i>11/11/25</i>		TECHNICIAN(S):		<i>John</i>					
TIMER TYPE	<i>Hunter</i>									WATER SOURCE		<i>WEN</i>		RAIN SWITCH TYPE					
PROGRAM A / BATTERY 1	MON	TUE	WED	THU	FRI	SAT	SUN			PROGRAM C / BATTERY 3	MON	TUE	WED	THU	FRI	SAT	SUN		
START:	<i>5pm</i>			STOP:						START:	<i>5am</i>			STOP:					
PROGRAM B / BATTERY 2	MON	TUE	WED	THU	FRI	SAT	SUN			PROGRAM C / BATTERY 4	MON	TUE	WED	THU	FRI	SAT	SUN		
START:	<i>9pm</i>			STOP:				START:				STOP:							
ZONE NUMBER	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>6</i>	<i>7</i>	<i>8</i>	<i>9</i>	<i>10</i>	<i>11</i>	<i>14</i>	<i>15</i>	<i>16</i>	<i>17</i>	<i>18</i>	<i>19</i>	<i>20</i>	<i>21</i>	<i>22</i>
ZONE # PROG A / BATTERY 1	<i>30</i>	<i>30</i>	<i>30</i>	<i>30</i>	<i>10</i>	<i>15</i>	<i>30</i>	<i>30</i>	<i>30</i>	<i>30</i>	<i>30</i>	<i>30</i>	<i>30</i>	<i>30</i>	<i>30</i>	<i>30</i>	<i>30</i>	<i>30</i>	<i>30</i>
ZONE # PROG B / BATTERY 2																			
ZONE # PROG C / BATTERY 3																			
ZONE # PROG D / BATTERY 4																			
SPRAY / ROTOR / DRIP / MIX	<i>r</i>	<i>r</i>	<i>r</i>	<i>r</i>	<i>D</i>	<i>S</i>	<i>r</i>	<i>r</i>	<i>r</i>	<i>r</i>	<i>r</i>	<i>r</i>	<i>r</i>	<i>r</i>	<i>S</i>	<i>r</i>	<i>D</i>	<i>r</i>	<i>r</i>
CLEANED CLOGGED NOZZLE																			
CHANGED INCORRECT NOZZLE																			
REPLACED NOZZLE																			
ADJUST ARC / RADIUS																			
STRAIGHTEN HEADS																			
HEAD MISSING / BROKE																			
CHANGE 4" TO 6"																			
CHANGE 4" TO 12"																			
CHANGE 6" TO 12"																			
SHRUBS: RAISED HEADS																			
TURF: RAISED HEADS																			
RELOCATE HEADS																			
LEAK IN HEADS																			
LEAK IN PIPE																			
ROTORS NOT ROTATING																			
VALVE INOPERABLE																			
REPAIR DRIP LINE																			
NOTES:	<i>Minor Adjustments</i>																		





# REDTREE LANDSCAPE SYSTEMS IRRIGATION CONTROLLER CHECKLIST

*Sunlake & Cumberland dr*

PROPERTY	<i>Concord Station</i>							DATE:		<i>11/11/25</i>		TECHNICIAN(S):		<i>John</i>				
TIMER TYPE	<i>Planner</i>									WATER SOURCE		<i>Well</i>		RAIN SWITCH TYPE				
PROGRAM A / BATTERY 1	MON	TUE	WED	THU	FRI	SAT	SUN			PROGRAM C / BATTERY 3	MON	TUE	WED	THU	FRI	SAT	SUN	
START:				STOP:						START:			STOP:					
PROGRAM B / BATTERY 2	MON	TUE	WED	THU	FRI	SAT	SUN			PROGRAM C / BATTERY 4	MON	TUE	WED	THU	FRI	SAT	SUN	
START:				STOP:				START:			STOP:							
ZONE NUMBER	<i>23</i>	<i>24</i>	<i>25</i>	<i>26</i>	<i>27</i>	<i>28</i>	<i>29</i>	<i>30</i>	<i>31</i>	<i>32</i>	<i>33</i>	<i>34</i>	<i>35</i>	<i>36</i>	<i>37</i>	<i>38</i>	<i>39</i>	<i>40</i>
ZONE # PROG A / BATTERY 1	<i>30</i>	<i>15</i>	<i>20</i>	<i>20</i>	<i>30</i>	<i>30</i>	<i>20</i>	<i>20</i>	<i>10/30</i>	<i>20</i>	<i>5</i>	<i>30</i>	<i>20</i>	<i>30</i>	<i>30</i>	<i>15</i>	<i>10</i>	<i>15</i>
ZONE # PROG B / BATTERY 2																		
ZONE # PROG C / BATTERY 3																		
ZONE # PROG D / BATTERY 4																		
SPRAY / ROTOR / DRIP / MIX	<i>R</i>	<i>S</i>	<i>D</i>	<i>D</i>	<i>R</i>	<i>R</i>	<i>D</i>	<i>D</i>	<i>R</i>	<i>S</i>	<i>b</i>	<i>R</i>	<i>D</i>	<i>R</i>	<i>R</i>	<i>b</i>	<i>S</i>	<i>D</i>
CLEANED CLOGGED NOZZLE																		
CHANGED INCORRECT NOZZLE																		
REPLACED NOZZLE																		
ADJUST ARC / RADIUS																		
STRAIGHTEN HEADS																		
HEAD MISSING / BROKE																		
CHANGE 4" TO 6"																		
CHANGE 4" TO 12"																		
CHANGE 6" TO 12"																		
SHRUBS: RAISED HEADS																		
TURF: RAISED HEADS																		
RELOCATE HEADS																		
LEAK IN HEADS																		
LEAK IN PIPE																		
ROTORS NOT ROTATING																		
VALVE INOPERABLE																		
REPAIR DRIP LINE													<i>2</i>				<i>3</i>	
NOTES:	<i>Zone 40 replaced 2 mis stakes &amp; nozzles - 3 drip leaks - Chained marks</i>																	



# REDTREE LANDSCAPE SYSTEMS IRRIGATION CONTROLLER CHECKLIST

Wellington & Buckingham Shore

PROPERTY	Concord Station							DATE:		11/11/25		TECHNICIAN(S):		John M				
TIMER TYPE	Hunter									WATER SOURCE				RAIN SWITCH TYPE				
PROGRAM A / BATTERY 1	MON	TUE	WED	THU	FRI	SAT	SUN			PROGRAM C / BATTERY 3		MON	TUE	WED	THU	FRI	SAT	SUN
START:	10 PM			STOP:						START:					STOP:			
PROGRAM B / BATTERY 2	MON	TUE	WED	THU	FRI	SAT	SUN			PROGRAM C / BATTERY 4		MON	TUE	WED	THU	FRI	SAT	SUN
START:				STOP:						START:					STOP:			
ZONE NUMBER	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15			
ZONE # PROG A / BATTERY 1	0	0	45	20	20	45	10	10	15	20	20	20	0	0	0			
ZONE # PROG B / BATTERY 2																		
ZONE # PROG C / BATTERY 3																		
ZONE # PROG D / BATTERY 4																		
SPRAY / ROTOR / DRIP / MIX			R	S	S	R	D	D	B	R	S	S						
CLEANED CLOGGED NOZZLE				1	2													
CHANGED INCORRECT NOZZLE																		
REPLACED NOZZLE											1	1						
ADJUST ARC / RADIUS			2	1	1													
STRAIGHTEN HEADS																		
HEAD MISSING / BROKE																		
CHANGE 4" TO 6"																		
CHANGE 4" TO 12"																		
CHANGE 6" TO 12"																		
SHRUBS: RAISED HEADS																		
TURF: RAISED HEADS																		
RELOCATE HEADS																		
LEAK IN HEADS																		
LEAK IN PIPE																		
ROTORS NOT ROTATING																		
VALVE INOPERABLE				X														
REPAIR DRIP LINE																		
NOTES:	Zan Found time on zones 1, 2, 13, 14, 15 & throwing faults on the timer - Remove Run times																	



# REDTREE LANDSCAPE SYSTEMS IRRIGATION CONTROLLER CHECKLIST

Westmore & Chichester

PROPERTY	Cowford Station							DATE:	11/10/25		TECHNICIAN(S):	Norbit								
TIMER TYPE	Hunter									WATER SOURCE						RAIN SWITCH TYPE				
PROGRAM A / BATTERY 1	MON	TUE	WED	THU	FRI	SAT	SUN			PROGRAM C / BATTERY 3	MON	TUE	WED	THU	FRI	SAT	SUN			
START:	9pm			STOP:						START:				STOP:						
PROGRAM B / BATTERY 2	MON	TUE	WED	THU	FRI	SAT	SUN			PROGRAM C / BATTERY 4	MON	TUE	WED	THU	FRI	SAT	SUN			
START:				STOP:				START:				STOP:								
ZONE NUMBER	1	2	3	4	5	6	7	8	9	10	11	12	13							
ZONE # PROG A / BATTERY 1	20	30	20	30	15	30	30	20	30	20	30	30	30							
ZONE # PROG B / BATTERY 2																				
ZONE # PROG C / BATTERY 3																				
ZONE # PROG D / BATTERY 4																				
SPRAY / ROTOR / DRIP / MIX	S	R	S	R	S	R	R	S	R	S	R	R	D							
CLEANED CLOGGED NOZZLE																				
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HEAD MISSING / BROKE				1			1													
CHANGE 4" TO 6"																				
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ROTORS NOT ROTATING																				
VALVE INOPERABLE																				
REPAIR DRIP LINE																				
NOTES:																				





# REDTREE LANDSCAPE SYSTEMS IRRIGATION CONTROLLER CHECKLIST

PROPERTY		Concord Station						DATE:		11/11/25		TECHNICIAN(S):		John					
TIMER TYPE		Hunter								WATER SOURCE		Well		RAIN SWITCH TYPE					
PROGRAM A / BATTERY 1		MON	TUE	WED	THU	FRI	SAT			SUN	PROGRAM C / BATTERY 3		MON	TUE	WED	THU	FRI	SAT	SUN
START:		12am			STOP:					START:			STOP:						
PROGRAM B / BATTERY 2		MON	TUE	WED	THU	FRI	SAT			SUN	PROGRAM C / BATTERY 4		MON	TUE	WED	THU	FRI	SAT	SUN
START:					STOP:			START:			STOP:								
ZONE NUMBER		3																	
ZONE # PROG A / BATTERY 1		15																	
ZONE # PROG B / BATTERY 2																			
ZONE # PROG C / BATTERY 3																			
ZONE # PROG D / BATTERY 4																			
SPRAY / ROTOR / DRIP / MIX		D																	
CLEANED CLOGGED NOZZLE																			
CHANGED INCORRECT NOZZLE																			
REPLACED NOZZLE																			
ADJUST ARC / RADIUS																			
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SHRUBS: RAISED HEADS																			
TURF: RAISED HEADS																			
RELOCATE HEADS																			
LEAK IN HEADS																			
LEAK IN PIPE																			
ROTORS NOT ROTATING																			
VALVE INOPERABLE																			
REPAIR DRIP LINE																			
NOTES:		Pump off due to broken threads in PVB & Bladder Tank completely water logged Can not check until repaired.																	



# REDTREE LANDSCAPE SYSTEMS IRRIGATION CONTROLLER CHECKLIST

*Tuekerton*

PROPERTY	<i>Low Cord Station</i>							DATE:	<i>11/10/25</i>		TECHNICIAN(S):	<i>Nrbt</i>						
TIMER TYPE	<i>Plunger</i>								WATER SOURCE			<i>well</i>			RAIN SWITCH TYPE			
PROGRAM A / BATTERY 1	MON	TUE	WED	THU	FRI	SAT	SUN		PROGRAM C / BATTERY 3	MON	TUE	WED	THU	FRI	SAT	SUN		
START:				STOP:					START:				STOP:					
PROGRAM B / BATTERY 2	MON	TUE	WED	THU	FRI	SAT	SUN		PROGRAM C / BATTERY 4	MON	TUE	WED	THU	FRI	SAT	SUN		
START:				STOP:					START:				STOP:					
ZONE NUMBER	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>														
ZONE # PROG A / BATTERY 1	<i>30</i>	<i>20</i>	<i>45</i>	<i>30</i>														
ZONE # PROG B / BATTERY 2		<i>20</i>																
ZONE # PROG C / BATTERY 3																		
ZONE # PROG D / BATTERY 4																		
SPRAY / ROTOR / DRIP / MIX	<i>S</i>	<i>N</i>	<i>N</i>	<i>S</i>														
CLEANED CLOGGED NOZZLE	<i>1</i>			<i>2</i>														
CHANGED INCORRECT NOZZLE																		
REPLACED NOZZLE				<i>1</i>														
ADJUST ARC / RADIUS		<i>2</i>	<i>1</i>															
STRAIGHTEN HEADS																		
HEAD MISSING / BROKE																		
CHANGE 4" TO 6"																		
CHANGE 4" TO 12"																		
CHANGE 6" TO 12"																		
SHRUBS: RAISED HEADS																		
TURF: RAISED HEADS																		
RELOCATE HEADS																		
LEAK IN HEADS																		
LEAK IN PIPE																		
ROTORS NOT ROTATING																		
VALVE INOPERABLE																		
REPAIR DRIP LINE																		
NOTES:																		



# REDTREE LANDSCAPE SYSTEMS IRRIGATION CONTROLLER CHECKLIST

*Mentmore & Alexandra Ave CT*

PROPERTY		<i>Concord Station</i>						DATE: <i>11/11/25</i>		TECHNICIAN(S): <i>John</i>									
TIMER TYPE		<i>Hunter</i>								WATER SOURCE		<i>well</i>		RAIN SWITCH TYPE					
PROGRAM A / BATTERY 1		MON	TUE	WED	THU	FRI	SAT			SUN	PROGRAM C / BATTERY 3		MON	TUE	WED	THU	FRI	SAT	SUN
START:		<i>7:30 PM</i>			STOP:					START:					STOP:				
PROGRAM B / BATTERY 2		MON	TUE	WED	THU	FRI	SAT			SUN	PROGRAM C / BATTERY 4		MON	TUE	WED	THU	FRI	SAT	SUN
START:					STOP:			START:						STOP:					
ZONE NUMBER		<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>	<i>9</i>									
ZONE # PROG A / BATTERY 1		<i>30</i>	<i>20</i>	<i>30</i>	<i>20</i>	<i>30</i>	<i>30</i>	<i>20</i>	<i>30</i>	<i>30</i>									
ZONE # PROG B / BATTERY 2																			
ZONE # PROG C / BATTERY 3																			
ZONE # PROG D / BATTERY 4																			
SPRAY / ROTOR / DRIP / MIX		<i>S</i>	<i>R</i>	<i>S</i>	<i>R</i>	<i>R</i>	<i>S</i>	<i>S</i>	<i>R</i>	<i>S</i>									
CLEANED CLOGGED NOZZLE																			
CHANGED INCORRECT NOZZLE																			
REPLACED NOZZLE																			
ADJUST ARC / RADIUS																			
STRAIGHTEN HEADS																			
HEAD MISSING / BROKE			<i>1</i>	<i>1</i>					<i>1</i>										
CHANGE 4" TO 6"																			
CHANGE 4" TO 12"																			
CHANGE 6" TO 12"																			
SHRUBS: RAISED HEADS																			
TURF: RAISED HEADS																			
RELOCATE HEADS																			
LEAK IN HEADS																			
LEAK IN PIPE																			
ROTORS NOT ROTATING																			
VALVE INOPERABLE																			
REPAIR DRIP LINE																			
NOTES:																			



# REDTREE LANDSCAPE SYSTEMS IRRIGATION CONTROLLER CHECKLIST

*Sunlake and umbarland dr*

PROPERTY	<i>Concord station</i>							DATE:	<i>12/2/25</i>							TECHNICIAN(S):	<i>V. W. W. W.</i>						
TIMER TYPE	<i>Heuler</i>														WATER SOURCE	<i>W. W. W.</i>							
PROGRAM A / BATTERY 1	MON	TUE	WED	THU	FRI	SAT	SUN								PROGRAM C / BATTERY 3	MON	TUE	WED	THU	FRI	SAT	SUN	
START:	<i>9PM</i>			STOP:											START:	<i>5AM</i>			STOP:				
PROGRAM B / BATTERY 2	MON	<del>TUE</del>	WED	THU	<del>FRI</del>	SAT	SUN								PROGRAM C / BATTERY 4	MON	TUE	WED	THU	FRI	SAT	SUN	
START:	<i>9PM</i>			STOP:				START:							STOP:								
ZONE NUMBER	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>6</i>	<i>7</i>	<i>8</i>	<i>9</i>	<i>10</i>	<i>11</i>	<i>14</i>	<i>15</i>	<i>16</i>	<i>17</i>	<i>18</i>	<i>19</i>	<i>20</i>	<i>21</i>	<i>22</i>				
ZONE # PROG A / BATTERY 1	<i>30</i>	<i>30</i>	<i>30</i>	<i>30</i>	<i>10</i>	<i>15</i>	<i>30</i>	<i>30</i>	<i>30</i>	<i>30</i>	<i>30</i>	<i>30</i>	<i>30</i>	<i>30</i>	<i>30</i>	<i>30</i>	<i>30</i>	<i>30</i>	<i>30</i>				
ZONE # PROG B / BATTERY 2																							
ZONE # PROG C / BATTERY 3																							
ZONE # PROG D / BATTERY 4																							
SPRAY / ROTOR / DRIP / MIX	<i>V</i>	<i>V</i>	<i>V</i>	<i>V</i>	<i>d</i>	<i>s</i>	<i>r</i>	<i>V</i>	<i>r</i>	<i>r</i>	<i>r</i>	<i>r</i>	<i>r</i>	<i>r</i>	<i>s</i>	<i>V</i>	<i>d</i>	<i>r</i>	<i>r</i>				
CLEANED CLOGGED NOZZLE																							
CHANGED INCORRECT NOZZLE																							
REPLACED NOZZLE						<i>2</i>									<i>1</i>								
ADJUST ARC / RADIUS																							
STRAIGHTEN HEADS																							
HEAD MISSING / BROKE																							
CHANGE 4" TO 6"																							
CHANGE 4" TO 12"																							
CHANGE 6" TO 12"																							
SHRUBS: RAISED HEADS																							
TURF: RAISED HEADS																							
RELOCATE HEADS																							
LEAK IN HEADS																							
LEAK IN PIPE																							
ROTORS NOT ROTATING																							
VALVE INOPERABLE																							
REPAIR DRIP LINE							<i>1</i>											<i>2</i>					
NOTES:																							





# REDTREE LANDSCAPE SYSTEMS IRRIGATION CONTROLLER CHECKLIST

*sun lake and umberland dr*

PROPERTY		<i>Concord Station</i>							DATE:		<i>12/12/25</i>		TECHNICIAN(S):		<i>Vincent</i>				
TIMER TYPE											WATER SOURCE					RAIN SWITCH TYPE			
PROGRAM A / BATTERY 1		MON	TUE	WED	THU	FRI	SAT	SUN			PROGRAM C / BATTERY 3		MON	TUE	WED	THU	FRI	SAT	SUN
START:					STOP:						START:					STOP:			
PROGRAM B / BATTERY 2		MON	TUE	WED	THU	FRI	SAT	SUN			PROGRAM C / BATTERY 4		MON	TUE	WED	THU	FRI	SAT	SUN
START:					STOP:						START:					STOP:			
ZONE NUMBER		<i>23</i>	<i>24</i>	<i>25</i>	<i>26</i>	<i>27</i>	<i>28</i>	<i>29</i>	<i>30</i>	<i>31</i>	<i>32</i>	<i>33</i>	<i>34</i>	<i>35</i>	<i>36</i>	<i>37</i>	<i>38</i>	<i>39</i>	<i>40</i>
ZONE # PROG A / BATTERY 1		<i>30</i>	<i>15</i>	<i>20</i>	<i>20</i>	<i>30</i>	<i>30</i>	<i>20</i>	<i>20</i>	<i>10/30</i>	<i>20</i>	<i>25</i>	<i>30</i>	<i>20</i>	<i>30</i>	<i>30</i>	<i>15</i>	<i>10</i>	<i>15</i>
ZONE # PROG B / BATTERY 2																			
ZONE # PROG C / BATTERY 3																			
ZONE # PROG D / BATTERY 4																			
SPRAY / ROTOR/ DRIP / MIX		<i>r</i>	<i>s</i>	<i>d</i>	<i>d</i>	<i>r</i>	<i>r</i>	<i>d</i>	<i>d</i>	<i>r</i>	<i>s</i>	<i>b</i>	<i>r</i>	<i>d</i>	<i>r</i>	<i>r</i>	<i>b</i>	<i>s</i>	<i>d</i>
CLEANED CLOGGED NOZZLE											<i>1</i>								
CHANGED INCORRECT NOZZLE																			
REPLACED NOZZLE			<i>1</i>																
ADJUST ARC / RADIUS																			
STRAIGHTEN HEADS																			
HEAD MISSING / BROKE																			
CHANGE 4" TO 6"																			
CHANGE 4" TO 12"																			
CHANGE 6" TO 12"																			
SHRUBS: RAISED HEADS																			
TURF: RAISED HEADS																			
RELOCATE HEADS																			
LEAK IN HEADS																			
LEAK IN PIPE																			
ROTORS NOT ROTATING																			
VALVE INOPERABLE																			
REPAIR DRIP LINE				<i>1</i>					<i>2</i>										<i>1</i>
NOTES:																			





# REDTREE LANDSCAPE SYSTEMS IRRIGATION CONTROLLER CHECKLIST

Wellington & Buckingham Street

PROPERTY	Concord Station							DATE:	12/2/25		TECHNICIAN(S):	Sae K						
TIMER TYPE	Hunter									WATER SOURCE	Well			RAIN SWITCH TYPE				
PROGRAM A / BATTERY 1	MON	TUE	WED	THU	FRI	SAT	SUN			PROGRAM C / BATTERY 3	MON	TUE	WED	THU	FRI	SAT	SUN	
START:	10 PM			STOP:						START:				STOP:				
PROGRAM B / BATTERY 2	MON	TUE	WED	THU	FRI	SAT	SUN			PROGRAM C / BATTERY 4	MON	TUE	WED	THU	FRI	SAT	SUN	
START:				STOP:						START:				STOP:				
ZONE NUMBER	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15			
ZONE # PROG A / BATTERY 1	0	0	45	20	20	45	10	10	15	20	20	20	0	0	0			
ZONE # PROG B / BATTERY 2																		
ZONE # PROG C / BATTERY 3																		
ZONE # PROG D / BATTERY 4																		
SPRAY / ROTOR / DRIP / MIX			R	S	S	R	D	D	B	R	S	S						
CLEANED CLOGGED NOZZLE																		
CHANGED INCORRECT NOZZLE																		
REPLACED NOZZLE																		
ADJUST ARC / RADIUS																		
STRAIGHTEN HEADS																		
HEAD MISSING / BROKE																		
CHANGE 4" TO 6"																		
CHANGE 4" TO 12"																		
CHANGE 6" TO 12"																		
SHRUBS: RAISED HEADS																		
TURF: RAISED HEADS																		
RELOCATE HEADS																		
LEAK IN HEADS																		
LEAK IN PIPE																		
ROTORS NOT ROTATING																		
VALVE INOPERABLE																		
REPAIR DRIP LINE																		
NOTES:	minor adjustments																	



mentmore & chisler

# REDTREE LANDSCAPE SYSTEMS IRRIGATION CONTROLLER CHECKLIST

PROPERTY	Coveord station							DATE:		12/2/25		TECHNICIAN(S):		Vincent			
TIMER TYPE	Hunter									WATER SOURCE				RAIN SWITCH TYPE			
PROGRAM A / BATTERY 1	MON	TUE	WED	THU	FRI	SAT	SUN			PROGRAM C / BATTERY 3	MON	TUE	WED	THU	FRI	SAT	SUN
START:	9pm			STOP:						START:				STOP:			
PROGRAM B / BATTERY 2	MON	TUE	WED	THU	FRI	SAT	SUN			PROGRAM C / BATTERY 4	MON	TUE	WED	THU	FRI	SAT	SUN
START:				STOP:				START:				STOP:					
ZONE NUMBER	1	2	3	4	5	6	7	8	9	10	11	12	13				
ZONE # PROG A / BATTERY 1	20	30	20	30	15	30	30	20	30	20	30	30	30				
ZONE # PROG B / BATTERY 2																	
ZONE # PROG C / BATTERY 3																	
ZONE # PROG D / BATTERY 4																	
SPRAY / ROTOR / DRIP / MIX	S	R	S	S	S	S	S	S	R	S	R	S	D				
CLEANED CLOGGED NOZZLE					1			1									
CHANGED INCORRECT NOZZLE																	
REPLACED NOZZLE																	
ADJUST ARC / RADIUS																	
STRAIGHTEN HEADS	1																
HEAD MISSING / BROKE						1											
CHANGE 4" TO 6"																	
CHANGE 4" TO 12"																	
CHANGE 6" TO 12"																	
SHRUBS: RAISED HEADS																	
TURF: RAISED HEADS																	
RELOCATE HEADS																	
LEAK IN HEADS																	
LEAK IN PIPE																	
ROTORS NOT ROTATING																	
VALVE INOPERABLE																	
REPAIR DRIP LINE																	
NOTES:																	



# REDTREE LANDSCAPE SYSTEMS IRRIGATION CONTROLLER CHECKLIST

*Mentmore Lift Station*

PROPERTY	<i>Concord Station</i>							DATE:	<i>12/2/15</i>							TECHNICIAN(S):	<i>Vincent</i>						
TIMER TYPE	<i>Hunter</i>								WATER SOURCE			<i>Well</i>		RAIN SWITCH TYPE									
PROGRAM A / BATTERY 1	MON	TUE	WED	THU	FRI	SAT	SUN		PROGRAM C / BATTERY 3	MON	TUE	WED	THU	FRI	SAT	SUN							
START:	<i>12pm</i>			STOP:					START:			STOP:											
PROGRAM B / BATTERY 2	MON	TUE	WED	THU	FRI	SAT	SUN		PROGRAM C / BATTERY 4	MON	TUE	WED	THU	FRI	SAT	SUN							
START:				STOP:				START:			STOP:												
ZONE NUMBER	<i>3</i>																						
ZONE # PROG A / BATTERY 1	<i>15</i>																						
ZONE # PROG B / BATTERY 2																							
ZONE # PROG C / BATTERY 3																							
ZONE # PROG D / BATTERY 4																							
SPRAY / ROTOR / DRIP / MIX	<i>D</i>																						
CLEANED CLOGGED NOZZLE																							
CHANGED INCORRECT NOZZLE																							
REPLACED NOZZLE																							
ADJUST ARC / RADIUS																							
STRAIGHTEN HEADS																							
HEAD MISSING / BROKE																							
CHANGE 4" TO 6"																							
CHANGE 4" TO 12"																							
CHANGE 6" TO 12"																							
SHRUBS: RAISED HEADS																							
TURF: RAISED HEADS																							
RELOCATE HEADS																							
LEAK IN HEADS																							
LEAK IN PIPE																							
ROTORS NOT ROTATING																							
VALVE INOPERABLE																							
REPAIR DRIP LINE																							
NOTES:	<i>Pump down dont work still</i>																						



# REDTREE LANDSCAPE SYSTEMS IRRIGATION CONTROLLER CHECKLIST

PROPERTY		Concord station / Tucker Ton						DATE:		12/2/25		TECHNICIAN(S):		John M								
TIMER TYPE		Hunter										WATER SOURCE		Well				RAIN SWITCH TYPE				
PROGRAM A / BATTERY 1		MON	TUE	WED	THU	FRI	SAT	SUN					PROGRAM C / BATTERY 3		MON	TUE	WED	THU	FRI	SAT	SUN	
START:		5 AM						STOP:						START:					STOP:			
PROGRAM B / BATTERY 2		MON	TUE	WED	THU	FRI	SAT	SUN					PROGRAM C / BATTERY 4		MON	TUE	WED	THU	FRI	SAT	SUN	
START:		5:30 AM						STOP:						START:					STOP:			
ZONE NUMBER		1	2	3	4																	
ZONE # PROG A / BATTERY 1		30	20	45	30																	
ZONE # PROG B / BATTERY 2			20																			
ZONE # PROG C / BATTERY 3																						
ZONE # PROG D / BATTERY 4																						
SPRAY / ROTOR / DRIP / MIX		5	12	12	5																	
CLEANED CLOGGED NOZZLE		1			2																	
CHANGED INCORRECT NOZZLE																						
REPLACED NOZZLE																						
ADJUST ARC / RADIUS		4	1	2	1																	
STRAIGHTEN HEADS																						
HEAD MISSING / BROKE																						
CHANGE 4" TO 6"																						
CHANGE 4" TO 12"																						
CHANGE 6" TO 12"																						
SHRUBS: RAISED HEADS																						
TURF: RAISED HEADS																						
RELOCATE HEADS																						
LEAK IN HEADS																						
LEAK IN PIPE																						
ROTORS NOT ROTATING																						
VALVE INOPERABLE																						
REPAIR DRIP LINE																						
NOTES:																						





# REDTREE LANDSCAPE SYSTEMS IRRIGATION CONTROLLER CHECKLIST

*Ment more of Alexandra Lee CT*

PROPERTY	<i>Concord Station</i>							DATE:	<i>12-15</i>		TECHNICIAN(S):	<i>Chris</i>						
TIMER TYPE	<i>Hunter</i>									WATER SOURCE	<i>Well</i>			RAIN SWITCH TYPE				
PROGRAM A / BATTERY 1	<i>MON</i>	TUE	WED	<i>THU</i>	FRI	SAT	SUN			PROGRAM C / BATTERY 3	MON	TUE	WED	THU	FRI	SAT	SUN	
START:	<i>730PM</i>			STOP:						START:				STOP:				
PROGRAM B / BATTERY 2	MON	TUE	WED	THU	FRI	SAT	SUN			PROGRAM C / BATTERY 4	MON	TUE	WED	THU	FRI	SAT	SUN	
START:				STOP:						START:				STOP:				
ZONE NUMBER	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>	<i>9</i>									
ZONE # PROG A / BATTERY 1	<i>30</i>	<i>30</i>	<i>30</i>	<i>30</i>	<i>30</i>	<i>30</i>	<i>30</i>	<i>30</i>	<i>30</i>									
ZONE # PROG B / BATTERY 2																		
ZONE # PROG C / BATTERY 3																		
ZONE # PROG D / BATTERY 4																		
SPRAY / ROTOR / DRIP / MIX	<i>S</i>	<i>R</i>	<i>S</i>	<i>R</i>	<i>R</i>	<i>S</i>	<i>S</i>	<i>R</i>	<i>S</i>									
CLEANED CLOGGED NOZZLE																		
CHANGED INCORRECT NOZZLE																		
REPLACED NOZZLE	<i>2</i>					<i>1</i>		<i>1</i>										
ADJUST ARC / RADIUS																		
STRAIGHTEN HEADS																		
HEAD MISSING / BROKE																		
CHANGE 4" TO 6"																		
CHANGE 4" TO 12"																		
CHANGE 6" TO 12"																		
SHRUBS: RAISED HEADS																		
TURF: RAISED HEADS																		
RELOCATE HEADS																		
LEAK IN HEADS																		
LEAK IN PIPE																		
ROTORS NOT ROTATING																		
VALVE INOPERABLE																		
REPAIR DRIP LINE																		
NOTES:																		



# REDTREE LANDSCAPE SYSTEMS IRRIGATION CONTROLLER CHECKLIST

Clubhouse

PROPERTY	Cawbord Station							DATE:	12/7/25							TECHNICIAN(S):	Vincent						
TIMER TYPE	Hunter														WATER SOURCE	Well							
PROGRAM A / BATTERY 1	MON	TUE	WED	THU	FRI	SAT	SUN								PROGRAM C / BATTERY 3	MON	TUE	WED	THU	FRI	SAT	SUN	
START:	12AM														STOP:								
PROGRAM B / BATTERY 2	MON	TUE	WED	THU	FRI	SAT	SUN								PROGRAM C / BATTERY 4	MON	TUE	WED	THU	FRI	SAT	SUN	
START:								STOP:															
ZONE NUMBER	1	2	3	4	5	6	7	8	9	10	11	12	13	14									
ZONE # PROG A / BATTERY 1	45	45	2	45	45	45	45	2	45	45	10												
ZONE # PROG B / BATTERY 2																							
ZONE # PROG C / BATTERY 3																							
ZONE # PROG D / BATTERY 4																							
SPRAY / ROTOR/ DRIP / MIX	R	R	S	R	S	R	R	S	R	R	S												
CLEANED CLOGGED NOZZLE																							
CHANGED INCORRECT NOZZLE																							
REPLACED NOZZLE																							
ADJUST ARC / RADIUS																							
STRAIGHTEN HEADS																							
HEAD MISSING / BROKE																							
CHANGE 4" TO 6"																							
CHANGE 4" TO 12"																							
CHANGE 6" TO 12"																							
SHRUBS: RAISED HEADS																							
TURF: RAISED HEADS																							
RELOCATE HEADS																							
LEAK IN HEADS																							
LEAK IN PIPE																							
ROTORS NOT ROTATING																							
VALVE INOPERABLE																							
REPAIR DRIP LINE																							
NOTES:	System still down at well & nothing works																						

## **EXHIBIT 5**

### **RETURN TO AGENDA**

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**RE: District Counsel - Informal RFQ**

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**From** Erin McCormick <erin@emccormicklaw.com>

**Date** Fri 12/12/2025 10:54 AM

**To** Patricia Thibault <Patricia@AnchorstoneMgt.com>

**Cc** Concord Station Manager <concordstationmgr@gmail.com>; Jessica LaBarbera <seat1@concordstationcdd.com>

Good Morning Patricia,

Thank you for reaching out to me regarding proposals for District Counsel for Concord Station CDD. At this moment, I'm not currently submitting proposals for CDD District Counsel positions. However, I greatly appreciate you checking, and please keep me in mind if there are future opportunities. I wish Concord Station CDD all the best!

Erin



Erin McCormick, Esq.  
3314 Henderson Boulevard  
Suite 100 D  
Tampa, Florida 33609  
Tel: (813) 579-2653  
[erin@emccormicklaw.com](mailto:erin@emccormicklaw.com)

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**From:** Patricia Thibault <Patricia@AnchorstoneMgt.com>

**Sent:** Friday, December 12, 2025 7:42 AM

**To:** Erin McCormick <erin@emccormicklaw.com>

**Cc:** Concord Station Manager <concordstationmgr@gmail.com>; Jessica LaBarbera <seat1@concordstationcdd.com>

**Subject:** District Counsel - Informal RFQ

**Importance:** High

**Good Morning Erin**

**My name is Patricia Thibault and I serve as the District Manager for the Concord Station CDD in Pasco County.**



Information related to the District can be found on their website: [Welcome to Community Development District | Concord Station CDD](#)

We would welcome your submission of a proposal for Board review, as well as your presence at their January 8, 2025 meeting at 6:30 pm – 18636 Mentmore Blvd, Land O Lakes Blvd 34638.

Should you have any questions please so advance to this entire group.

We thank you for your consideration of our informal request.

*Patricia Thibault*

District Manager  
Anchor Stone Management, LLC  
255 Primera Boulevard, Suite 160  
Lake Mary, FL 32746

**EXHIBIT 6**

**RETURN TO AGENDA**



KUTAKROCK

Proposal prepared for  
Concord Station Community Development  
District

[kutakrock.com](http://kutakrock.com)

January 8, 2026

**VIA ELECTRONIC DELIVERY**

Patricia Thibault  
District Manager  
Haven Management Solutions  
1415 Bristol Park Place  
Lake Mary, Florida 32745  
Patricia@AnchorstoneMgt.com

Re: Proposal to Serve as District Counsel for Concord Station CDD

Dear Ms. Thibault,

Thank you for the invitation to submit a proposal to provide general counsel services to Concord Station Community Development District ("District"). This representation is ideally suited for our firm, and I am excited about this opportunity to support the District. Kutak Rock is a national, full-service law firm with approximately 550 attorneys located throughout 19 U.S. cities, including 19 attorneys and 5 paralegals located in Florida. The firm serves local, regional and national clients in a broad commercial and municipal practice that spans more than two dozen service areas.

In light of our experience with other CDDs in the state in dealing with similar issues, we believe that we will be able to serve the Board well in advising on various aspects within the District. We are open to attending meetings virtually or in person as may be required by the Board.

For service to the District, I would be your primary attorney. I serve many special districts in central Florida including multiple districts in Hillsborough, Pasco, Manatee, Osceola, Polk and Orange Counties. To the best of our knowledge, and following a review of our records, we do not recognize any current or potential conflicts of interest.

We have included a draft Retainer and Fee Agreement for your consideration. It is based on an hourly rate structure. Our firm is also open to discussing a hybrid approach to compensation for legal services. If the District Board desired, we could explore a flat fee for meeting attendance or a flat fee for a specific scope of legal services, with all other services being performed at hourly rates. This is a business decision for the District Board to determine if such an approach should be explored further.

# KUTAKROCK

Patricia Thibault,  
District Manager  
Page 2

We are pleased to respond to your request for a proposal and welcome the opportunity to discuss how we can partner with you. Please contact me anytime at (850) 528-6152 or [jere.earlywine@kutakrock.com](mailto:jere.earlywine@kutakrock.com).

Sincerely,



Jere Earlywine

Enclosure



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## **Kutak Rock's Florida District Counsel Group**

Kutak Rock is a national law firm with a signature practice focused in the areas of special districts, administrative and governmental law, appellate practice, utility law, elections law, governmental affairs, public contract law, and trial practice. Our Florida District Counsel Group has decades of experience at every level of government and in virtually every part of our home state of Florida. We routinely navigate the labyrinths of governmental law, from financing infrastructure via special districts to guiding complex real estate transactions to drafting and advocating for the passage of legislation that governs Florida special districts. The competence and extensive experience of our lawyers is critical to providing the highest level of client service.

## **Personnel and Other Resources**

Our Florida District Counsel Group has 19 attorneys who personally spend 100% of their legal practice in the area of special districts. We also have a partner, Joseph Brown, who spends part of his time representing special districts and also provides in house litigation and environmental law support. Our knowledge and experience means that our lawyers can provide services efficiently, and we offer flexible and competitive pricing arrangements based on client needs and circumstances. To ensure responsiveness, we are able to work in small teams, while keeping costs low by using associate lawyers or paralegals where appropriate. At present, we have 5 paralegals in our firm who work primarily with special districts. Additional information about us can be found at [www.kutakrock.com](http://www.kutakrock.com).

## **Experience with Special Districts**

Providing clients with advice regarding the operation of community development districts since 1985, lawyers from our group presently serve as general counsel to more than 330 special districts throughout Florida and have established a number of others. We regularly address all facets of legal issues affecting special districts, including recreation and restaurant operations, public finance, procurement, rulemaking, open meetings and records, ethics, real property conveyances, contracts, construction, assessments, foreclosure, and other such issues.

We currently represent several districts in Central Florida including Osceola, Sumter, Hillsborough, Manatee, Sarasota, Pasco, Orange, and Polk Counties. A list is attached for further review. Further, notable clients include some of the largest and most complex special districts in Florida, such as the Ave Maria Stewardship Community District, which encompasses over 10,800 acres in Collier County; Lakewood Ranch Stewardship District, which encompasses over 23,250 acres in Sarasota and Manatee Counties; Tolomato Community Development District, which encompasses over 11,000 acres in St. Johns and Duval Counties; the Boggy Creek Improvement District, home to the new “medical city” in Orlando; and the Babcock Ranch Independent Special District, a special district located in Charlotte County that validated \$10.5 billion in revenue bonds. Several of our clients own and operate multiple amenities and are home to thousands of residents. We also represent a number of resident-elected boards in smaller communities around the state and we are well versed in helping such boards navigate the needs that are important to their constituents and communities.

## Understanding Scope of Work

We provide necessary legal services for special districts. This work varies widely by project but usually includes (1) advice on governmental meetings, ethics, and procurement matters, (2) assistance with maintenance contracts and activities, and (3) other legal needs of the district.

In addition to our virtual or physical attendance at Board meetings, our group works with the Board and District staff to prepare the Board meeting agendas, participate in agenda conference calls, and prepare various documents for distribution in the agenda packages. After a Board meeting, we will follow-up with the Board and District staff to address any outstanding issues and answer any questions raised at the Board meeting. We are also available by phone or email to promptly resolve issues that arise between meetings.

Our group also navigates the ever-changing laws and regulations affecting the District. When changes occur, we promptly advise the Board of these changes and work with District staff to update or adopt new policies when applicable. Recent examples include the ADA website implementation and fraud/waste/abuse policies. Our firm was able to monitor the legislation, research the issues, and draft the policies for all of our clients spreading out the cost accordingly. This quick response not only saves the District money when crafting new policies but also prevents the expense and liability stemming from being noncompliant with the law.

Our group's experience in proactively counseling community development districts gives us insight on how to prevent expensive litigation. Often, thoughtful actions taken at the earliest stages of a dispute can save tens of thousands of unbudgeted dollars. However, not all litigation can or should be avoided. Our firm has access to several full-time litigation attorneys to protect the District's interests if litigation arises.

## About Kutak Rock

Kutak Rock, a limited liability partnership, is a U.S. law firm of more than 550 attorneys with locations in 19 cities, including Tallahassee, Florida. The firm serves local, regional and national clients in a multidisciplinary practice that spans dozens of discrete practices. For example and relevant to the work to be performed for Mirada CDD, we practice in the following areas:

- Community Development Districts
- Public Finance
- Government Relations
- Government Services
- Insurance
- Litigation
- Real Estate
- Tax

**Although many of these ancillary areas may not be of interest to our community development district clients, the resources that we can bring to bear in unexpected situations distinguishes us from other firms. For example, when one of our district client's lost over \$1 million dollars in a bank account hack, our cybersecurity group in Omaha sprang into action. With experienced lawyers, contacts in federal law enforcement and international banking, they were able to recover the vast majority of the funds.**

**Conclusion**

As mentioned previously, we represent community development districts and independent special districts throughout the State of Florida. We believe that our experience and resources allow us to represent our clients with a degree of professionalism and cost effectiveness that is unique to our firm. Please take a moment to further review our qualifications at [www.KutakRock.com](http://www.KutakRock.com). We would be happy to talk with you about our qualifications and experience. Jere Earlywine can be reached at (850) 528-6152.



## KUTAK ROCK LLP RETENTION AND FEE AGREEMENT

### I. PARTIES

THIS RETENTION AND FEE AGREEMENT (“**Agreement**”) is made and entered into by and between the following parties:

- A. Concord Station Community Development District  
Haven Management Solutions  
1415 Bristol Park Place  
Lake Mary, Florida 32746

and

- B. Kutak Rock LLP  
107 West College Avenue  
Tallahassee, FL 32301

### II. SCOPE OF SERVICES

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain Kutak Rock as its attorney and legal representative for general advice, counseling and representation of Client and its Board of Supervisors.
- B. Kutak Rock accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above. No other legal representation is contemplated by this Agreement. Any additional legal services to be provided under the terms of this Agreement shall be agreed to by Client and Kutak Rock in writing. Unless set forth in a separate agreement to which Client consents in writing, Kutak Rock does not represent individual members of the Client’s Board of Supervisors

### III. CLIENT FILES

The files and work product materials (“**Client File**”) of the Client generated or received by Kutak Rock will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by Kutak Rock for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that Kutak Rock may confidentially destroy or shred the Client File. Notwithstanding the prior sentence, if the Client provides Kutak Rock with a written request

for the return of the Client File before the end of the five (5) year storage period, then Kutak Rock will return the Client File at Client's expense.

#### IV. FEES

- A. The Client agrees to compensate Kutak Rock for services rendered in connection with any matters covered by this Agreement on an hourly rate basis plus actual expenses incurred by Kutak Rock in accordance with the attached Expense Reimbursement Policy (Attachment A, incorporated herein by reference). Time will be billed in increments of one-tenth (1/10) of an hour. Certain work related to issuance of bonds and bond anticipation notes may be performed under a flat fee to be separately established prior to or at the time of bond or note issuance.
- B. Attorneys and staff, if applicable, who perform work for Client will be billed at their regular hourly rates, as may be adjusted from time to time. The hourly rates of those initially expected to handle the bulk of Client's work are as follows:

Jere Earlywine	\$375
Associates	\$265-\$360
Contract Attorney	\$260-\$300
Paralegals	\$185-\$250

Kutak Rock's regular hourly billing rates are reevaluated annually and are subject to change not more than once in a calendar year. Client agrees to Kutak Rock's annual rate increases to the extent hourly rates are not increased beyond \$15/hour per year.

- C. To the extent practicable and consistent with the requirements of sound legal representation, Kutak Rock will attempt to reduce Client's bills by assigning each task to the person best able to perform it at the lowest rate, so long as he or she has the requisite knowledge and experience.
- D. Upon consent of Client, Kutak Rock may subcontract for legal services in the event that Client requires legal services for which Kutak Rock does not have adequate capabilities.
- E. Kutak Rock will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached Expense Reimbursement Policy.

#### V. BILLING AND PAYMENT

The Client agrees to pay Kutak Rock's monthly billings for fees and expenses incurred within thirty (30) days following receipt of an invoice, or the time permitted by Florida law, whichever is greater. Kutak Rock shall not be obligated to perform further legal services under this Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for Kutak Rock to immediately withdraw from the representation without regard to remaining actions necessitating attention by Kutak Rock as part of the representation.

## **VI. DEFAULT; VENUE**

In any legal proceeding to collect outstanding balances due under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to costs and outstanding balances due under this Agreement. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

## **VII. CONFLICTS**

It is important to disclose that Kutak Rock represents a number of special districts, trustees ("Trustees"), bondholders, developers, builders, and other entities throughout Florida and the United States of America relating to community development districts, special districts, local governments and land development. Kutak Rock or its attorneys may also have represented the entity which petitioned for the formation of the Client. Kutak Rock understands that Client may enter into an agreement with a Trustee in connection with the issuance of bonds, and that Client may request that Kutak Rock simultaneously represent Client in connection with the issuance of bonds, while Kutak Rock is also representing such Trustee on unrelated matters. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) Kutak Rock will be able to provide competent and diligent representation of Client, regardless of Kutak Rock's other representations, and (3) there is not a substantial risk that Kutak Rock's representation of Client would be materially limited by Kutak Rock's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this Agreement will constitute Client's waiver of any "conflict" with Kutak Rock's representation of various special districts, Trustees, bondholders, developers, builders, and other entities relating to community development districts, special districts, local governments and land development.

## **VIII. ACKNOWLEDGMENT**

Client acknowledges that the Kutak Rock cannot make any promises to Client as to the outcome of any legal dispute or guarantee that Client will prevail in any legal dispute.

## **IX. TERMINATION**

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement

shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

## **X. EXECUTION OF AGREEMENT**

This Agreement shall be deemed fully executed upon its signing by Kutak Rock and the Client. The contract formed between Kutak Rock and the Client shall be the operational contract between the parties.

## **XI. ENTIRE CONTRACT**

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

Concord Station CDD

**KUTAK ROCK LLP**

By: \_\_\_\_\_

By:  \_\_\_\_\_  
Jere L. Earlywine

Date: \_\_\_\_\_

Date: January 8, 2026



## ATTACHMENT A

KUTAK ROCK LLP  
EXPENSE REIMBURSEMENT POLICY

The following is Kutak Rock's standard expense reimbursement policy. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Photocopying and Printing. In-house photocopying and printing are charged at \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.













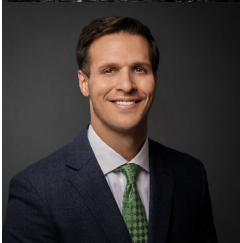



Local Messenger Service. Local messenger service is billed at the IRS approved reimbursement rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at the IRS approved reimbursement rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, and parking fees shall also be reimbursed.

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consulting or testifying experts are employed by the firm, their charges are passed through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consulting or testifying experts.

Other Expenses. Other outside expenses, such as court reporters, agency copies, conference calls, etc. are billed at actual cost.

	Jonathan T. Johnson Partner 850.264.6882 <a href="mailto:jonathan.johnson@kutakrock.com">jonathan.johnson@kutakrock.com</a>		Sarah R. Sandy Partner 850.556.5947 <a href="mailto:sarah.sandy@kutakrock.com">sarah.sandy@kutakrock.com</a>
	Lindsay G. Whelan Partner 704.609.7784 <a href="mailto:lindsay.whelan@kutakrock.com">lindsay.whelan@kutakrock.com</a>		Alyssa C. Willson Partner 850.661.9973 <a href="mailto:alyssa.willson@kutakrock.com">alyssa.willson@kutakrock.com</a>
	Jere L. Earlywine Of Counsel 850.692.7300 <a href="mailto:jere.earlywine@kutakrock.com">jere.earlywine@kutakrock.com</a>		Katie S. Buchanan Partner 850.294.5184 <a href="mailto:katie.buchanan@kutakrock.com">katie.buchanan@kutakrock.com</a>
	Michael C. Eckert Partner 850.567.0558 <a href="mailto:michael.eckert@kutakrock.com">michael.eckert@kutakrock.com</a>		Wesley S. Haber Partner 850.566.3413 <a href="mailto:wesley.haber@kutakrock.com">wesley.haber@kutakrock.com</a>
	Tucker F. Mackie Partner 404.222.4600 <a href="mailto:tucker.mackie@kutakrock.com">tucker.mackie@kutakrock.com</a>		Bennett Davenport Associate 850.692.7300 <a href="mailto:bennett.davenport@kutakrock.com">bennett.davenport@kutakrock.com</a>
	Cheryl G. Stuart Staff Attorney 404.222.4600 <a href="mailto:cheryl.stuart@kutakrock.com">cheryl.stuart@kutakrock.com</a>		Ashley Ligas Staff Attorney 850.692.7300 <a href="mailto:ashley.ligas@kutakrock.com">ashley.ligas@kutakrock.com</a>
	Ryan J. Dugan Associate 850.692.7333 <a href="mailto:ryan.dugan@kutakrock.com">ryan.dugan@kutakrock.com</a>		Kate V. John Associate 850.692.7330 <a href="mailto:kate.john@kutakrock.com">kate.john@kutakrock.com</a>
	Kyle M. Magee Associate 404.222.4600 <a href="mailto:kyle.magee@kutakrock.com">kyle.magee@kutakrock.com</a>		Michelle K. Rigoni Associate 850.692.7310 <a href="mailto:michelle.rigoni@kutakrock.com">michelle.rigoni@kutakrock.com</a>

## An enduring value proposition

More than 50 years ago, Kutak Rock's founders set out to create a different kind of law firm—a firm where attorneys are empowered and entrusted to practice law with an entrepreneurial spirit, are committed to doing what is right for clients and are dedicated to putting high quality legal service within reach.

## Inclusive, diverse and engaged

Kutak Rock opened its doors in 1965 with a stated commitment to a diverse and equal opportunity work environment and to improving diversity in the legal profession. That early commitment continues today in firmwide structures such as the firm's national inclusiveness and diversity committee, successive three-year inclusiveness and diversity strategic plans and annual tactics, and multiple inclusiveness engagement groups designed to encourage every person at Kutak Rock to take responsibility for enhancing the firm's inclusive and diverse working environment.



**550+**  
Attorneys

**19**  
U.S. Offices in  
15 States +  
Washington, D.C.

Attorneys licensed to  
practice in  
**40** States +  
Washington, D.C.

**125+**  
Attorneys focused  
on Public Finance

## Jere Earlywine

107 W College Ave, Tallahassee, FL 32301  
850.692.7300 | [jere.earlywine@kutakrock.com](mailto:jere.earlywine@kutakrock.com)

Jere's practice focuses primarily on special taxing districts and related foreclosure and bankruptcy litigation. In this arena, he represents a variety of clients, including both developer and resident controlled districts, as well as bondholders who have interests in such districts.

Jere previously served as a Senior Assistant General Counsel with the Florida Department of Environmental Protection, assisting primarily with the Apalachicola-Chattahoochee-Flint River Basin litigation and Everglades restoration issues. He also previously worked as a federal judicial law clerk with the Honorable G. Kendall Sharp, United States District Judge.

### Representative Experience

- Serving as general counsel to special taxing districts, addressing among other issues, district establishment, boundary amendments, bond validation, bond issuance and financing, contracts, real property issues, procurement (and bid protests), Sunshine law and public records issues, and other local government issues.
- Representing special district issuers and bondholders in complex, agreed upon debt restructuring transactions, including bond redemptions, tender offers, forbearance / forgiveness agreements, deeds-in-lieu of foreclosure, bond restructurings, and other "work-out" arrangements.
- Representing special district issuers and bondholders in foreclosure and bankruptcy proceedings.
- Representing clients in state and federal bankruptcy, trial and appellate courts, before the Florida Division of Administrative Hearings, before state and federal agencies, and in mediation proceedings.
- Representing landowners and developers regarding the use of special taxing districts as a way to finance and manage infrastructure for development.



### PRACTICES

Development and Improvement Districts  
Public Finance

### ADMISSIONS

Florida

### EDUCATION

Florida State University College of Law, J.D., summa cum laude, 1998

- Graduated 1st of 217; Law Review

University of South Florida, B.S. in Finance, summa cum laude, 1994

### MEMBERSHIPS

Florida Bar Association



Associate

107 W College Ave, Tallahassee, FL 32301  
850.692.73 |



## PRACTICES

Development and  
Improvement Districts  
Public Finance

## ADMISSIONS

Florida

## EDUCATION

J.D.

B. .

## MEMBERSHIPS

Florida Bar Association



# Kutak Rock Florida Special District Representations

CONFIDENTIAL



## Florida Special District Representations By County

Kutak Rock represents more than 340 special districts throughout Florida. Districts with an asterisk denote client relationships led by Jere Earlywine

Alachua	
Finley Woods	Alachua
Parker Road	Alachua
Springhills North CDD*	Alachua
Westone	Alachua
Bay	
Pier Park	Bay
Brevard	
Cypress Bay West *	Brevard
Emerald Lakes	Brevard
Heritage Isle at Viera *	Brevard
Malabar Springs *	Brevard
Windward Preserve	Brevard
Brevard/Volusia	
Deering Park Stewardship	Brevard/Volusia
Broward	
Hillcrest	Broward
Charlotte	
Cove at Rotonda *	Charlotte
Firelight (fka Eagle Creek) *	Charlotte
Firelight East	Charlotte
Harbor Village *	Charlotte
Island Lake Estates *	Charlotte
North Loop *	Charlotte
Starling	Charlotte
West Port*	Charlotte
West Port East*	Charlotte
Charlotte/Lee	
Babcock Ranch	Charlotte/Lee
Citrus	
Crystal Ridge	Citrus
Clay	
Armstrong	Clay
Cross Creek North	Clay
Double Branch	Clay
Feed Mill	Clay
Fleming Island Plantation*	Clay
Governors Park South	Clay
Magnolia West	Clay
Middle Village	Clay
Pine Ridge Plantation	Clay

Ridgewood Trails	Clay
Rolling Hills	Clay
Rookery	Clay
Shadowlawn	Clay
South Village	Clay
Two Creeks*	Clay
Wilford Preserve	Clay
Collier	
Ave Maria Stewardship	Collier
Big Cypress Stewardship	Collier
Brightshore	Collier
Enbrook CDD*	Collier
Fronterra	Collier
Orange Blossom Groves	Collier
Orange Blossom Ranch	Collier
Quarry	Collier
Talis Park	Collier
Tamarindo CDD*	Collier
Terreno	Collier
Winding Cypress	Collier
Mediterra	Collier
Collier/Lee	
Babcock Ranch	Collier/Lee
Desoto	
Cayman Lakes*	Desoto
Duval	
Acree	Duval
Alta Lakes*	Duval
Arbors*	Duval
Bainebridge*	Duval
Bartram Springs	Duval
Beach	Duval
Boggy Branch	Duval
Cedar Pointe	Duval
Cope's Landing*	Duval
Cypress Bluff	Duval
Darby	Duval
District	Duval
Ryals Creek	Duval
Kings Creek I*	Duval
Seaton Creek Reserve	Duval
Trails	Duval



Bartram Park	Duval
Duval and St. Johns	
Tolomato	Duval and St. Johns
Flagler	
Coquina Shores	Flagler
Ormond Station*	Flagler
Palm Coast 145	Flagler
Radiance CDD*	Flagler
Seminole Palms CDD*	Flagler
Tomoka	Flagler
Deer Run	Flagler
Glades	
Lakefront Estates	Glades
Hernando	
Benton Hills CDD*	Hernando
Cabot Citrus Farms	Hernando
Caldera	Hernando
Springside	Hernando
Hillsborough	
Belmont	Hillsborough
Belmont II	Hillsborough
Boyette Park	Hillsborough
Encore	Hillsborough
KBar Ranch III	Hillsborough
Magnolia Park	Hillsborough
Mangrove Point & Mangrove Manor CDD*	Hillsborough
MTERC	Hillsborough
Simmons Village North	Hillsborough
South Shore Corporate Park Industrial	Hillsborough
Spring Lake	Hillsborough
Stonebrier	Hillsborough
Triple Creek	Hillsborough
Varrea North	Hillsborough
Varrea South CDD	Hillsborough
Villages of Bloomingdale	Hillsborough
Water Street Tampa Improvement	Hillsborough
Waterset South	Hillsborough
Wynnmere West	Hillsborough
Indian River	
Fellsmere Water Control District	Indian River
LP CDD	Indian River

Lake	
Arbor Park Phase 1*	Lake
Avalon Groves CDD*	Lake
Bellaviva at Whispering Hills*	Lake
County Road 33	Lake
Cresswind Lake Harris CDD*	Lake
Cypress Reserve	Lake
Dewey Robbins	Lake
Enclave at Lake Geneva	Lake
Esplanade at McKinnon Groves*	Lake
Estates at Cherry Lake	Lake
Founders Ridge	Lake
Hammock Oaks CDD*	Lake
Hicks Ditch	Lake
Lake Emma	Lake
Lake Harris	Lake
Langley South*	Lake
Louck's Island	Lake
Olympus	Lake
Orange Bend*	Lake
Parkside Trails	Lake
Sorrento Pines CDD*	Lake
Sugarloaf	Lake
Tara Oaks CDD*	Lake
Windsor Cay	Lake
Lee	
Arborwood	Lee
Blue Lake	Lee
CC	Lee
CFM	Lee
Coral Bay of Lee County CDD	Lee
Corkscrew Crossing*	Lee
Del Webb Oak Creek	Lee
East Bonita Beach*	Lee
Esplanade Lake Club	Lee
Moody River Estates	Lee
Portico	Lee
Saltleaf*	Lee
Stonewater CDD*	Lee
Verandah East	Lee
Verandah West	Lee
Villagewalk of Bonita Springs	Lee

WildBlue	Lee
Leon	
Capital Region	Leon
Manatee	
Artisan Lakes CDD*	Manatee
Artisan Lakes East CDD*	Manatee
Aviary at Rutland Ranch CDD*	Manatee
Brookstone	Manatee
Coddington CDD*	Manatee
Del Webb Sunchase	Manatee
DW BayView CDD	Manatee
Eagle Pointe CDD*	Manatee
East River Ranch Stewardship	Manatee
Evergreen	Manatee
Firethorn*	Manatee
Heritage Harbour Market Place	Manatee
Lake Flores CDD*	Manatee
Mandarin Groves CDD	Manatee
Newport Isles CDD*	Manatee
North River Ranch Improvement Stewardship	Manatee
Northlake Stewardship District*	Manatee
Paddocks	Manatee
Rye Crossing CDD*	Manatee
Rye Ranch CDD	Manatee
Saltmeadows CDD*	Manatee
Sanctuary Cove	Manatee
Southpointe of Manatee County*	Manatee
Summer Woods CDD*	Manatee
Water's Edge	Manatee
Willow Hammock	Manatee
Willows	Manatee
Woodland Preserve*	Manatee
Manatee/Sarasota	
Lakewood Ranch Stewardship	Manatee/Sarasota
Marion	
Bellehaven*	Marion
Ocala Preserve CDD*	Marion
Ridge at Heath Brook CDD*	Marion
Winding Oaks*	Marion
Martin	
Newfield	Martin
Terra Lago	Martin

Waterside CDD*	Martin
Miami-Dade	
Antillia	Miami-Dade
Coconut Cay	Miami-Dade
Coronado	Miami-Dade
Parker Pointe*	Miami-Dade
Stellar North*	Miami-Dade
Nassau	
Amelia National	Nassau
East Nassau Stewardship	Nassau
Liberty Cove	Nassau
River Glen*	Nassau
Three Rivers	Nassau
Okaloosa	
Independence	Okaloosa
Orange	
Boggy Creek	Orange
Falcon Trace	Orange
FRERC	Orange
Golden Gem	Orange
Greeneway	Orange
Grove Resort	Orange
Kelly Park CDD*	Orange
Midtown	Orange
Myrtle Creek	Orange
Poitrass East	Orange
Ridge at Apopka CDD*	Orange
Riverwalk	Orange
Shingle Creek Transit and Utility	Orange
Urban Orlando	Orange
Westwood/OCC	Orange
Osceola	
Bella Tara*	Osceola
Brighton Lakes	Osceola
Buena Lago CDD*	Osceola
Center Lake Ranch West CDD*	Osceola
Edgewater East	Osceola
Edgewater West	Osceola
Enterprise	Osceola
Everest GMR	Osceola
GIR East	Osceola



Gramercy Farms	Osceola
Ham Brown Reserve CDD	Osceola
Harmony	Osceola
Harmony West CDD*	Osceola
Lake Lizzie	Osceola
Live Oak Lake	Osceola
Osceola Chain of Lakes	Osceola
Osceola Village Center	Osceola
Ovation	Osceola
Roan Bridge	Osceola
Sunbridge Stewardship	Osceola
Tapestry	Osceola
Town of Kindred*	Osceola
Town of Kindred II*	Osceola
Visions at Orlando West	Osceola
Windsor at Westside	Osceola
Palm Beach	
Forest Oaks	Palm Beach
Gulfstream Polo	Palm Beach
Hamal	Palm Beach
Reflection Bay*	Palm Beach
Pasco	
Avalon Park West CDD*	Pasco
Bexley	Pasco
Bridgewater at Wesley Chapel	Pasco
Deerbrook CDD*	Pasco
Del Webb Bexley	Pasco
Del Webb River Reserve	Pasco
Dupree Lakes*	Pasco
Estancia at Wiregrass	Pasco
Hidden Creek North	Pasco
Hope Innovation District	Pasco
KD52 CDD No. 1	Pasco
KD52 CDD No. 2	Pasco
Kenton*	Pasco
Long Lake Ranch	Pasco
Palmetto Ridge CDD*	Pasco
Parkview at Long Lake Ranch	Pasco
Pasadena Ridge	Pasco
River Landing CDD*	Pasco
Riverwood Estates	Pasco

Summerstone CDD*	Pasco
Towns at Woodsdale	Pasco
TSR	Pasco
Two Ridges*	Pasco
Vida's Way	Pasco
Westwood of Pasco	Pasco
Whispering Pines CDD*	Pasco
Wiregrass	Pasco
Wiregrass II	Pasco
Woodcreek CDD*	Pasco
Polk	
Clear Springs Stewardship	Polk
Cypress Creek Reserve*	Polk
Fox Branch Ranch CDD*	Polk
Grenelefe*	Polk
Groves at Lake Marion*	Polk
Harmony on Lake Eloise CDD*	Polk
Hartford Terrace	Polk
Hawthorne Mill North CDD*	Polk
Horseshoe Creek	Polk
Lake Ashton II	Polk
Lowery Hills*	Polk
Peace Crossing	Polk
Reserve at Van Oaks CDD*	Polk
Sandmine Road	Polk
Silverlake CDD	Polk
Springs at Lake Alfred CDD*	Polk
Stuart Crossing CDD*	Polk
Wedgewood*	Polk
Winslow's Point*	Polk
Polk/Osceola	
Westview South CDD*	Polk/Osceola
Santa Rosa	
Parkland*	Santa Rosa
Sarasota	
Central Parc	Sarasota
Gracewater Sarasota	Sarasota
Lakeside Plantation	Sarasota
LT Ranch CDD*	Sarasota
Myakka Ranch	Sarasota
Sarasota National	Sarasota
Three Rivers Stewardship	Sarasota
West Villages Improvement	Sarasota

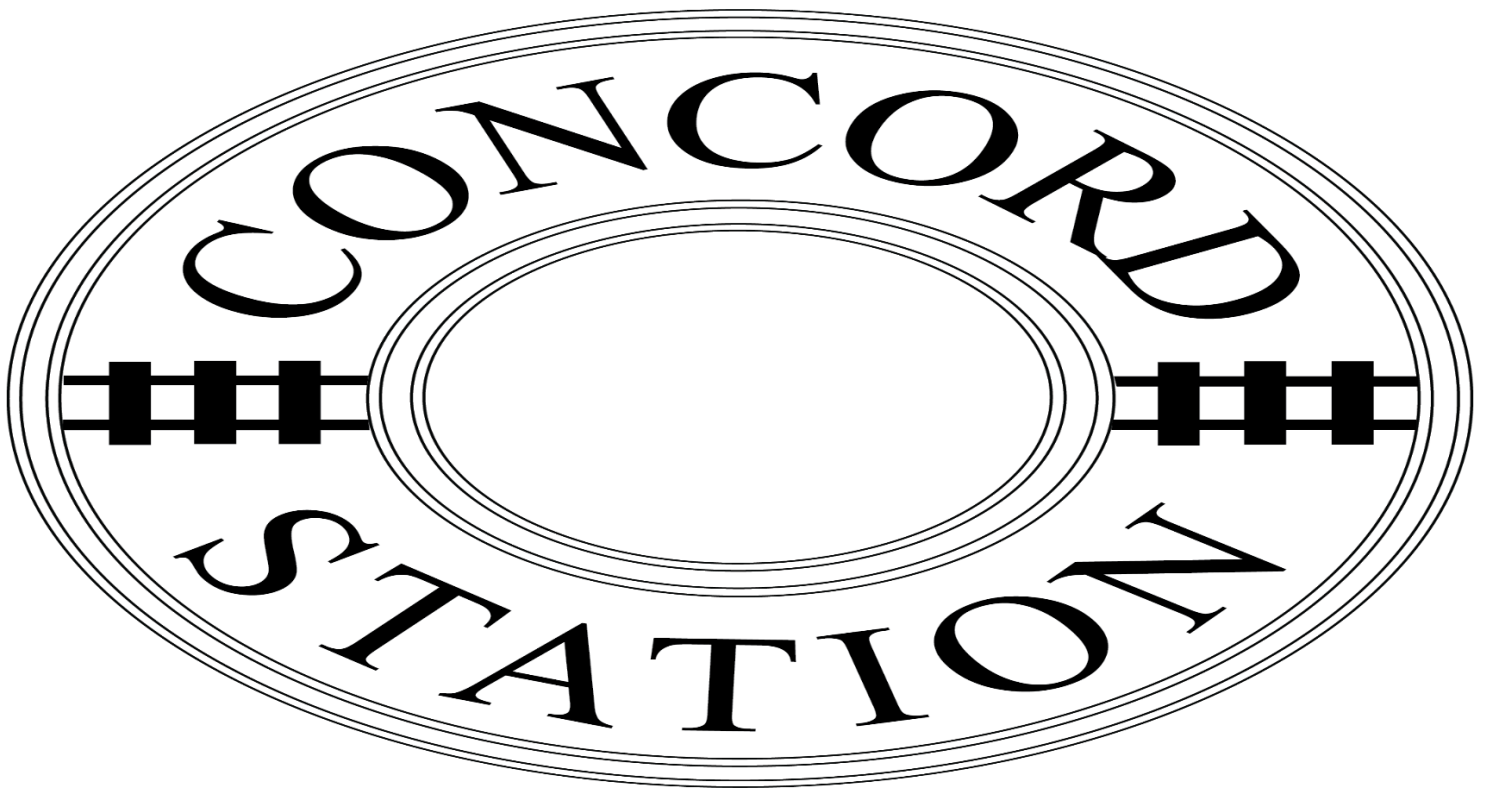
Seminole	
Dovera	Seminole
St. Johns	
Aberdeen*	St. Johns
Bannon Lakes	St. Johns
Brandy Creek	St. Johns
Bridgewater North	St. Johns
Cordova Palms	St. Johns
DP1	St. Johns
Durbin Crossing	St. Johns
Elevation Pointe	St. Johns
Entrada	St. Johns
Glen St. Johns	St. Johns
Grand Oaks	St. Johns
Greenbriar	St. Johns
Heritage Landing	St. Johns
Heritage Park*	St. Johns
Isles of Bartram Park	St. Johns
Longleaf Pine	St. Johns
Madeira	St. Johns
Marshall Creek	St. Johns
Meadow View at Twin Creeks CDD	St. Johns
Parkland Preserve CDD*	St. Johns
Sampson Creek	St. Johns
Six Mile Creek	St. Johns
Southaven	St. Johns
St. Augustine Lakes	St. Johns
Stillwater	St. Johns
Trout Creek*	St. Johns
World Commerce	St. Johns
Entrada*	St. Johns
St. Lucie	
Bedner Farms*	St. Lucie
Creekside*	St. Lucie
Koa Bay	St. Lucie
LTC Ranch West Residential	St. Lucie
Preserve at Savannah Lakes CDD*	St. Lucie
Silver Oaks CDD*	St. Lucie
Solaeris CDD*	St. Lucie
Sundance	St. Lucie
Sunrise*	St. Lucie
Veranda	St. Lucie
Veranda CDD II	St. Lucie

Sumter	
Beaumont CDD*	Sumter
Twisted Oaks Pointe CDD*	Sumter
Village CDD No. 7	Sumter
Volusia	
Cresswind DeLand*	Volusia
Indigo	Volusia
Kepler Road	Volusia
Ormond Crossings West	Volusia
Pioneer	Volusia
Waypointe*	Volusia
Walton	
Hammock Bay	Walton
Magnolia Creek	Walton
NatureWalk	Walton
Somerset	Walton
Washington	
Sunny Hills Units 12-15 Dependent District	Washington



## **EXHIBIT 7**

### **RETURN TO AGENDA**



**CONCORD STATION  
COMMUNITY DEVELOPMENT DISTRICT**

**EMPLOYEE POLICY  
MANUAL**

September 2025

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## **I. ORGANIZATION OVERVIEW**

A. Relationships between Concord Station CDD Board of Supervisors, the District Manager, Clubhouse and Amenities Manager, Clubhouse Staff, and Heartland Payroll (HLP)

Concord Station Community Development District (CSCDD or “District”) is a special-purpose local government established under Chapter 190, Florida Statutes, to manage, operate, and maintain the works of the District for the benefit of its residents.

The District is governed by a Board of Supervisors authorized to exercise the powers granted by law (§190.006, Fla. Stat.). The Board contracts with a District Manager to oversee administrative and financial operations (§190.007(1), Fla. Stat.). Concord Station’s current District Manager is Patricia Thibault with Anchor Stone Management, LLC, 407-221-9153.

The Board has designated an Employee Liaison for employees directly hired by the District. The current Employee Liaison is Mr. Randall Griffin, 813-731-4812.

The Clubhouse & Amenities Manager (CAM) directs day-to-day operations and supervises clubhouse and amenities staff and serves as the first point of contact for employment-related questions. Current CAM: Mark A. Looknanan, Jr., 813-909-4569. The CAM coordinates with the District Manager on District-wide matters and keeps the Board informed through the Employee Liaison.

The District, through the Employee Liaison, maintains a co-employment relationship with Heartland Payroll (HLP) for payroll processing and workers’ compensation coverage/claims handling. New hires sign an at-will employment agreement (Appendix 2) and acknowledge receipt of this handbook (Appendix 1).

### **B. Organization Chart**

See Appendix 3 for the CSCDD Organization Chart.

## **II. MAJOR EMPLOYMENT LAWS**

### **A. Americans with Disabilities Act (ADA)**

The ADA prohibits discrimination against qualified individuals with disabilities and requires reasonable accommodation absent undue hardship. Questions should be directed to the District Manager.

### **B. Equal Employment Opportunity (EEO)**

The District provides equal opportunity in recruitment, appointment, training, promotion, compensation, retention, discipline, and separation without regard to protected characteristics, consistent with federal and Florida law. Employees who believe they have been discriminated against may contact the District Manager and the Florida Commission on Human Relations (FCHR).

### **C. Fair Labor Standards Act (FLSA)**

Non-exempt employees are paid at least minimum wage and receive overtime at one-and-one-half times their regular rate for hours worked over 40 in a workweek. Exempt employees are not overtime-eligible. Employees who are unsure of their classification should speak with the CAM.

#### D. Florida Civil Rights Act (FCRA)

The FCRA promotes fair treatment and equal opportunity. For more information, contact the FCHR.

#### E. Veterans' Preference

The District follows Chapter 295, Florida Statutes, providing veterans' preference in employment, retention, and promotion for eligible individuals.

#### F. Florida Public Whistle-Blower's Act

Employees are protected from retaliation for disclosing, in good faith, certain violations or abuses to an appropriate agency. Concerns may be reported to the CAM, Employee Liaison, District Manager, or appropriate authority.

### **III. EMPLOYMENT POLICIES**

#### A. New Hires

The District, through HLP, hires only individuals authorized to work in the United States. New employees must provide required documentation to complete the Form I-9 within three (3) business days of employment. Employees with work authorization that expires must provide updated documentation prior to expiration. In accordance with Florida Law, all new employees will have their employment authorization checked through E-Verify.

#### B. Open Door Policy

Employees are encouraged to raise questions or concerns with the CAM. If the concern involves the CAM, contact the Employee Liaison or District Manager. The District will review concerns fairly, maintain confidentiality to the extent possible, and address complaints as necessary and within the bounds of the law.

#### C. Performance Review Policy

Performance reviews clarify responsibilities, evaluate performance, identify development needs, and inform compensation decisions. During the first year, reviews typically occur every three months; thereafter annually.

#### D. Terminations

Employment may end by resignation, probationary release, layoff, retirement, or discharge. Employees are encouraged to provide two (2) weeks' written notice for resignations. The District

may discharge employment with or without cause, consistent with applicable law. Pay in lieu of unused approved PTO may be provided as stated in this handbook and as required by law.

#### E. Exit Interview

Departing employees are encouraged to complete an exit interview or the exit information survey (Appendix 5) to support continuous improvement.

### **IV. COMPENSATION AND BENEFITS**

#### B. Compensation for Hours Worked

Starting wages are competitive and commensurate with experience and job scope as established in hiring documentation.

#### C. Raises

All positions are subject to a 90-day probationary period; a wage adjustment within the Board-approved range may be granted after the probationary period at the CAM's discretion. Annual and longevity/performance increases are at the discretion and approval of the Board of Supervisors.

#### D. Benefits

Eligible salaried employees may receive health, dental, vision, 401(k), and ancillary benefits per plan documents. The District contributes 50% of the lowest employee-only health insurance premium. Contact the CAM or Employee Liaison for details.

### **V. ATTENDANCE AND LEAVE**

#### A. Attendance

Employees are expected to work assigned schedules. Planned absences should be requested in advance. Unapproved absences may result in leave without pay and/or discipline, up to and including discharge.

#### B. Work Schedules

Standard clubhouse hours are Monday–Thursday 10:00 a.m.–7:00 p.m.; Friday–Saturday 10:00 a.m.–9:00 p.m.; Sunday 10:00 a.m.–6:00 p.m. The Maintenance Technician's standard schedule is Monday–Friday 8:00 a.m.–4:00 p.m. Seasonal adjustments may occur. Salaried positions typically work 40 hours per week; part-time roles are capped at 29 hours per week. Concierge staff rotate weekend coverage.

Employees working an eight (8) hour shift generally receive two 15-minute paid rest breaks and one 30-minute unpaid meal break, scheduled with the CAM or Concierge Supervisor. Breaks may not be combined or used to offset late arrival or early departure. Employees must notify the CAM/Concierge Supervisor when leaving the premises during working time.

In compliance with the PUMP Act for Nursing Mothers, nursing mothers will be provided with a private, non-bathroom space in which to express breast milk. Employees are permitted to use their two 15-minute paid rest break period and meal break for this purpose, though additional unpaid break time may be granted based on need. Employees intending to make use of this policy should inform the CAM in advance so that the space can be designated and availability ensured.

### C. Employee Attendance Records

The CAM, assisted by the Concierge Supervisor, records and maintains time and attendance records for all staff.

### D. Paid Time Off for Salaried Positions

PTO covers sick, personal, and vacation time. Requests for personal time off should be submitted at least two (2) weeks in advance, and requests for vacation leave should be submitted at least one (1) month in advance, using the PTO Request Form (Appendix 9). Requests for weekend PTO (Friday through Monday) require prior approval from the Clubhouse & Amenities Manager, and will be granted based on operational and staffing needs.

Accrual				Schedule:		
•After	probation	through	Year	1:	10	days/year
•Years 2–5:					12	days/year
• After Year 5:					15	days/year

PTO may be banked and used in advance within the employment year. Unused PTO carries over year-to-year. No more than twelve (12) consecutive business days may be taken at once (excluding weekends if not normally scheduled) unless specifically approved by the CAM. Unauthorized absences may lead to leave without pay and discipline. In emergencies, notify the CAM as soon as practicable.

### E. Holidays

Closed Holidays: New Year's Day (January 1), Easter Sunday, Thanksgiving Day (fourth Thursday in November), Christmas Day (December 25).

Early-Close at 5:00pm (Floating) Holidays: Valentine's Day (February 14), Mother's Day (second Sunday in May), Memorial Day (last Monday in May), Father's Day (second Sunday in June), Independence Day (July 4), Labor Day (first Monday in September), Christmas Eve (December 24), New Year's Eve (December 31).

Salaried employees will be paid on holidays when the Clubhouse is closed.

## VI. GENERAL INFORMATION

### A. Personal Appearance/Dress Code

Employees must present a neat, professional appearance appropriate for public contact. District-issued shirts (if provided) should be worn with jeans, solid cargo pants, or solid shorts.

Camouflage, sweatpants, or sweatshirts are not permitted (except as needed for warmth during cold weather). When uniforms are unavailable, business formal or business casual attire is required.

#### B. Smoking Policy

Smoking or vaping is not permitted in any interior or exterior amenities areas.

#### C. Safe Use of Cellular Phones and use of CDD phone

Do not use a mobile device while driving. Pull over to a safe location before calling or texting. Personal or non-work use of phones during working hours should be limited; abuse may result in discipline.

#### D. Personal Property

The District is not responsible for loss or theft of personal property or valuables. Keep such property secure. If you believe that something has been stolen from you, please report it to appropriate law enforcement entities and inform the CAM so that we can retain any security footage in our possession.

#### E. District Property

District property and systems are for work-related purposes only. Report loss or damage promptly to the CAM.

#### F. Jury/Civic Duty

Notify the CAM promptly if subpoenaed for jury duty or as a witness and provide a copy of the subpoena or court order. Employees dismissed from jury duty prior to noon should return to work for the remainder of the day unless otherwise approved. If not returning, submit a PTO Request Form so time can be charged appropriately.

#### G. Severe Weather Conditions

Use sound judgment when traveling during inclement weather and communicate any delays to the CAM as soon as possible. If severe weather occurs during working hours, follow CAM instructions and shelter in designated safe areas until conditions improve.

#### H. Solicitations/Distributions

Solicitation or distribution of literature is not permitted during working time or in working areas. Violations may result in discipline, up to and including discharge.

#### I. Training and Development Policy

New hires receive role-specific onboarding. Cross-training is encouraged to ensure coverage during absences. Ongoing training may include safety, customer service, irrigation systems, pool readings, access control, and reservations management.



## J. Resident Interaction Protocol

Operational directives to staff come from the CAM; residents should not direct staff duties. Document resident complaints or requests in the designated log and follow the chain of command. Treat all residents and guests with courtesy and professionalism; escalate hostile interactions to the CAM.

## K. Social Media and Public Communication Policy

Refer media or public inquiries to the CAM. Employees may not speak on behalf of the District without written authorization from the Board of Supervisors, the District Manager, or the CAM.

# VII. EMPLOYEE RELATIONS

## A. Drug-Free Workplace

The District acknowledges that drug use has serious adverse effects in the workplace resulting in lost productivity and poses a threat to public health and safety. Maintaining a healthy and productive workforce with safe working conditions free from the effects of drugs decreases the occurrence of injuries on the job, absenteeism, and theft, and promotes employee morale.

The Drug-Free Workplace Act promotes the goal of drug-free workplaces within government through fair and reasonable drug-testing methods for the protection of public employees and employers.

Section 112.0455, Florida Statutes, identifies and defines the types of authorized drug testing: job applicant testing, routine fitness for duty testing, follow-up testing, random testing, and reasonable suspicion drug testing. Random testing and job applicant testing are currently conducted only under separate, specific legislative authorization. "Reasonable suspicion drug testing" means drug testing based on a belief that an employee is using or has used drugs in violation of the employer's policy drawn from specific objective facts and reasonable inferences drawn from those facts considering experience. A job applicant is defined in section 112.0455, Florida Statutes, as "a person who has applied for a position with an employer and has been offered employment conditioned upon successfully passing a drug test." To learn more about the other types of drug testing, review [section 112.0455](#), Florida Statutes.

All employees are expected to adhere to the District's standards of conduct concerning the possession and/or use of drugs or alcohol while on duty or while in or on District property. Violations of this policy will result in disciplinary action, up to and including discharge.

## B. Harassment

The District has a strict policy against discrimination and harassment in the workplace. It is expected that all employees will interact fairly and honestly with one another to ensure that the work environment is free of intimidation and harassment.

The District is committed to providing all job applicants and employees with an environment free of discrimination and unlawful harassment. Actions, words, jokes, or remarks based on an individual's sex, race, ethnicity, age, religion, physical impairment, or any other legally protected characteristic will

not be tolerated. This policy also prohibits harassment in any form, including verbal, physical, and visual harassment.

Unwelcome sexual conduct, such as sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when it is made as a term or condition of employment or, unwelcome sexual conduct, which creates an intimidating, hostile, or offensive work environment will not be tolerated.

Any employee who believes a co-worker, member of management, or agent of the District has unlawfully harassed him/her should promptly report the matter to the Clubhouse and Amenities Manager, or if against the Manager, then the report will be made to the District's Employee Liaison. Every employee can raise concerns and make reports without fear of reprisal.

The District will make every effort to ensure that complaints of harassment are resolved promptly and effectively. All actions taken to resolve complaints of harassment through investigations should be conducted confidentially to the extent possible.

Similar actions of harassment directed towards residents, patrons, and/or visitors of the District by employees are also prohibited and will not be tolerated. Employees are expected to be courteous and respectful of residents, patrons, and visitors at all times. Any reports regarding such behavior will be promptly investigated.

Any employee, after appropriate investigation, who is found to have engaged in the harassment of an employee, resident, patron, or visitor, will be subject to disciplinary actions, up to and including discharge, with or without warning per Appendix 7.

## APPENDIX – 1

### ACKNOWLEDGMENT OF RECEIPT

I acknowledge receipt of the Concord Station Community Development District Employee Handbook. I accept my responsibility to read and understand this handbook, including the District's policy on discipline and standards of conduct. I understand the topics discussed in this handbook represent the general policies of the District and that the District may impose additional requirements, depending upon the nature of my position.

Employee Name: \_\_\_\_\_  
(Please print)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

## APPENDIX – 2

### CONCORD STATION CDD AT WILL EMPLOYMENT AGREEMENT

Employment with the Concord Station Community Development District (“District”) is at will. This means that neither the employee nor the District has entered into a contract guaranteeing employment for any specific length of time. Either party may terminate the employment relationship at any time, with or without notice, and with or without cause, subject only to applicable law.

Nothing in this Employee Policy Manual, any other District policy, guideline, practice, or statement—whether oral or written—creates an express or implied contract of employment or alters the at-will status of the employment relationship. The policies and procedures described herein are for informational and administrative purposes only and may be modified, amended, or discontinued by the District at its sole discretion.

#### Exceptions:

The at-will employment relationship may be modified only by a written agreement signed by both the employee and the Board of Supervisors or their authorized designee. This policy does not apply where a valid collective-bargaining agreement or specific written employment contract provides otherwise.

#### Legal Protections:

Nothing in this policy affects or limits employees’ rights under federal or state laws prohibiting unlawful discrimination or retaliation. Employees are protected from termination or other adverse employment actions based on race, color, religion, sex, national origin, age, disability, marital status, veteran status, or any other classification protected under applicable federal, state, or local law.

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**Employee name**

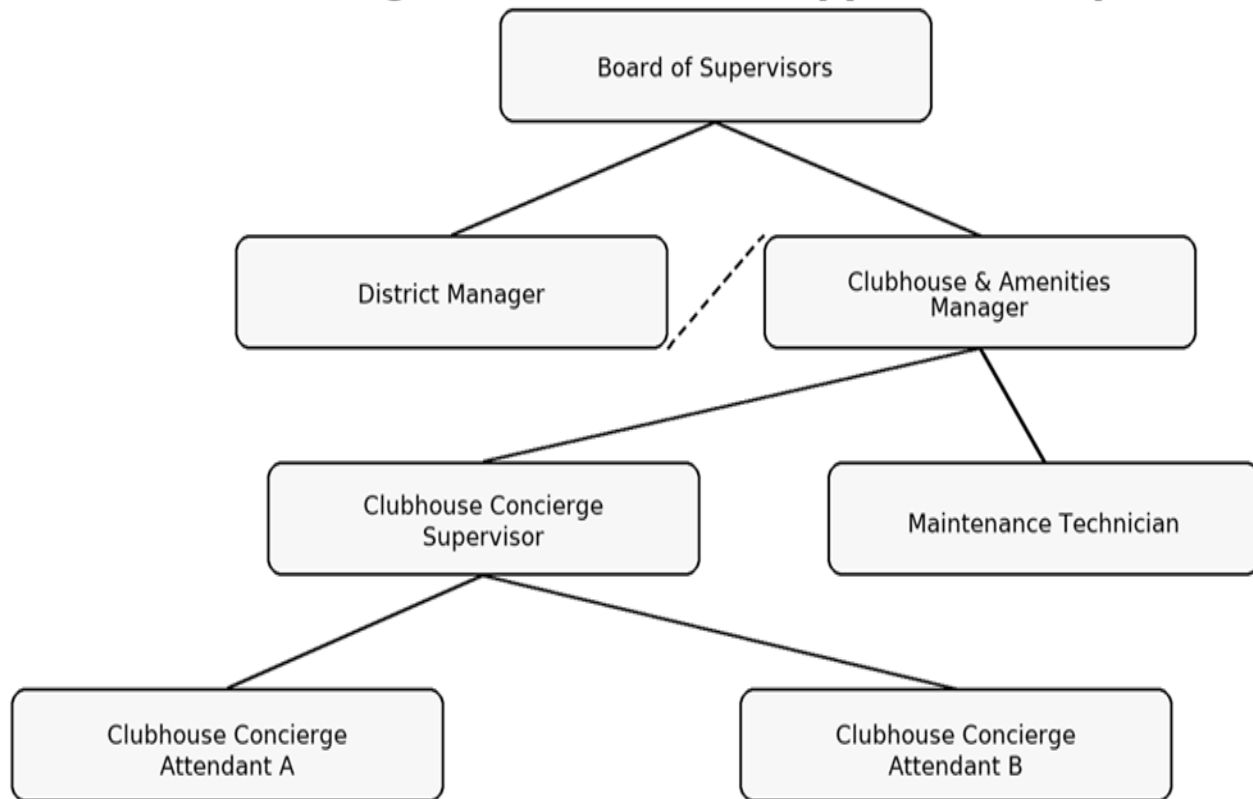
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**Signature**

---

**Date**

## CSCDD Organization Chart - Appendix 3 (Updated)



----- Dashed line indicates liaison/coordination (no direct supervision).



## **CSCDD Clubhouse and Amenities Manager Job Description**

### **Position Summary – Clubhouse & Amenities Manager**

- The Clubhouse & Amenities Manager is responsible for the overall management, operation, and maintenance of the Concord Station Community Development District's (CSCDD) clubhouse and amenities facilities, ensuring they are operated in a safe, professional, and welcoming manner for residents and guests.
- This position provides direct supervision and leadership to all clubhouse and amenities staff, including the Concierge Supervisor, Concierge Attendants, and Maintenance Technician. The Manager is accountable for daily operations, facility readiness, vendor coordination, resident relations, budget tracking, and compliance with District policies and Board directives.
- The Clubhouse & Amenities Manager works under the general direction of the Board of Supervisors and in coordination with the District Manager on administrative and financial matters. The position requires independent judgment, hands-on facility oversight, and the ability to balance administrative duties with field supervision to ensure all amenities—including the clubhouse, fitness center, pool, tennis and basketball courts, playgrounds, and common areas—are maintained to the highest standards of quality, safety, and resident satisfaction.

### **Responsibilities and requirements include (but not limited):**

- Build and manage relationships with residents, guests, and vendors
- Represent the Concord Station CDD professionally in appearance and conduct
- Planning and managing day-to-day operations
- Planning and managing community events
- Hiring and training new staff
- Performance monitoring and evaluations
- Monitoring existing projects
- Managing Bi-weekly Payroll and Benefits Packages
- Manage budget and coordinate materials to ensure ongoing operations
- Analyzing workload
- Planning, attending and after CDD Board of Supervisors meetings: arranging for maintenance & repair of all Clubhouse equipment and systems to minimize downtime
- Ongoing cross-training to be proficient in all tasks to fill-in for absent employees as needed
- General administrative duties to ensure employees are working effectively and efficiently
- Managing and controlling the residents/patrons amenities areas Access Control System
- Administrating the Clubhouse Reservation System
- Engaging with Vendors and Contractors to ensure work is being performed per contract and expectations
- Required 24/7 availability in case of emergencies

## **APPENDIX-4 (CONT.)**

### **Reporting Structure**

- Reports To: Board of Supervisors
- Coordinates With: District Manager, Employee Liaison, Clubhouse Concierge Supervisor, and other staff as needed
- Supervises: Clubhouse Concierge Supervisor, Concierge Attendants, and Maintenance Technician

### **CSCDD Clubhouse Concierge Supervisor Job Description**

#### **Position Summary – Clubhouse Concierge Supervisor**

- The Clubhouse Concierge Supervisor oversees the daily front-desk and resident-service operations of the Concord Station Community Development District (CSCDD) clubhouse and amenities facilities. This position ensures that residents and guests receive courteous, professional assistance and that the clubhouse is maintained as a welcoming, orderly, and safe environment.
- Working under the direct supervision of the Clubhouse & Amenities Manager, the Concierge Supervisor provides leadership and guidance to the Concierge Attendant team, ensuring consistent performance, adherence to District policies, and high standards of customer service. The Supervisor assists with scheduling, staff training, event coordination, and communication between the front desk, residents, vendors, and management.
- The role also involves monitoring facility usage, enforcing rules and reservation procedures, maintaining records of resident inquiries and incidents, and assisting with special events and community programs. The Clubhouse Concierge Supervisor acts as the primary point of contact during assigned shifts and serves as the on-site lead when the Clubhouse & Amenities Manager is unavailable.

#### **Responsibilities and requirements include (but not limited):**

- Represent the Concord Station CDD professionally in appearance and conduct
- Assist in planning and managing community events
- Build and manage relationships with residents, guests, and vendors
- Assist in keeping the Clubhouse clean, orderly, and maintained
- Assist Clubhouse Manager in management duties
- Complete and maintain all necessary reports as directed by Clubhouse Manager
- Participate in meetings and stay current on industry trends
- Support and mentor team members as needed
- Read, understand, and abide with written Concord Station CDD Policies & Procedures

#### **Reporting Structure:**

- Reports To: Clubhouse & Amenities Manager
- Coordinates With: Maintenance Technician and other staff as needed

## **APPENDIX-4 (CONT.)**

- Supervises: Concierge Attendants

### **CSCDD Front Desk Concierge Job Description**

#### **Responsibilities and requirements include (but not limited):**

- Represent the Concord Station CDD professionally in appearance and conduct
- Assist in planning and managing community events
- Build and manage relationships with residents, guests, and vendors
- Assist in keeping the Clubhouse clean, orderly, and maintained
- Assist the Clubhouse Concierge Supervisor with administrative duties
- Read, understand, and abide with written Concord Station CDD Policies & Procedures

#### **Reporting Structure**

- Reports To: Clubhouse & Amenities Manager and Clubhouse Concierge Supervisor
- Coordinates With: Clubhouse Concierge Supervisor and other staff as needed
- Supervises: None

### **CSCDD Maintenance Technician Job Description**

#### **Position Summary**

- The Maintenance Technician supports the operation, upkeep, and safety of all Concord Station Community Development District facilities, including the Clubhouse, pool areas, playgrounds, tennis and basketball courts, irrigation systems, lighting, and common grounds. This position works under the direct supervision of the Clubhouse & Amenities Manager and plays a vital role in ensuring that the community's amenities are maintained to the highest standards of cleanliness, functionality, and appearance.

#### **Responsibilities**

- Perform routine inspections, maintenance, and repairs of District facilities, systems, and equipment, including lighting, plumbing, electrical, irrigation, and HVAC components.
- Conduct preventive maintenance and report potential safety or operational issues to the Clubhouse & Amenities Manager.
- Assist in the upkeep of amenities areas including playgrounds, sports courts, picnic areas, signage, and fencing.
- Support set-up and breakdown for community events and programs.
- Maintain accurate maintenance logs, inspection checklists, and service reports.
- Monitor vendor work on-site to ensure compliance with District safety and quality standards.

## **APPENDIX – 4**

- Respond promptly to emergency maintenance situations and perform after-hours work when required.
- Operate light equipment (pressure washers, blowers, trimmers, etc.) safely and efficiently.
- Follow all District safety and conduct policies, ensuring that all work is performed in a professional, courteous, and resident-friendly manner.

### **Reporting Structure**

- Reports To: Clubhouse & Amenities Manager
- Coordinates With: Clubhouse Concierge Supervisor and other staff as needed
- Supervises: None

## **APPENDIX – 4**

### **Compensation in lieu of Insurance Benefits:**

Any employee who chooses not to purchase insurance through payroll deductions will be offered offsetting equivalent compensation in the form of a monthly stipend of \$350.00 per/month. This offer applies only to all salary positions.



## APPENDIX – 5

### CONFIDENTIAL Exit Information Survey

\*\*\*If you desire an in-person exit interview, please contact the Clubhouse and Amenities Manager, Mark A. Looknanan, Jr. at 813-909-4569. Otherwise, please fill out this form and return it to the Clubhouse and Amenities Manager

Job Title: \_\_\_\_\_

Supervisor: \_\_\_\_\_

1. How did you learn about the job opening for your current position?
2. Why did you accept that job offer versus another?
3. Were the duties and demands of your job (*i.e.*, maintaining the works of the district) described accurately during the interview process?
4. Were you given training to perform the job? How would you assess the quality of that training? What are some of the areas for improvement?
5. Were your own expectations for the job met?
6. Describe the workplace environment.
7. Were there any special problem areas within the works of the district (the systems, facilities, parks, recreation, etc.)?
8. What improvements can you suggest to your job (to make it easier, more challenging, and more interesting)?

## **APPENDIX – 5 (CONT.)**

9. Were you and your supervisor able to work together effectively?
10. What kind of feedback did you receive from your supervisor and how frequently?
11. How could your supervisor have helped you more on the job?
12. How would you describe your supervisor's management style?
13. How would you describe the management style of the Clubhouse Manager?
14. What do you like most about working here?
15. What do you like the least about working here?
16. What do you feel good about accomplishing in your job and in your time here?
17. What factors contributed to your decision to leave? What might have been done to prevent you from leaving?
18. What makes your new job more attractive than your present job?
19. What are your general feelings about working for this CDD?

## **APPENDIX-5 (CONT.)**

20. Would you consider returning to this CDD if a position were available in the future?

## APPENDIX- 6

### EMPLOYEE EVALUATION

Employee Name: \_\_\_\_\_

Date: \_\_\_\_\_

Job Title: \_\_\_\_\_

Manager: \_\_\_\_\_

Anniversary Date: \_\_\_\_\_

Department: \_\_\_\_\_

Year Hired: \_\_\_\_\_

Hourly Rate: \_\_\_\_\_

Raise Approved: Yes ☐ No ☐

New Hourly Rate: \_\_\_\_\_

BEHAVIOR	ASSESSMENT				COMMENTS
	Role Model Outstanding	Highly Effective	Effective	Needs Improvement	
Adaptability					
Communication					
Customer Service					
Interpersonal Skills					
Judgment					
Personal Account- Ability/Ownership					
<b>JOB PERFORMANCE</b>					
Quality of Work					
Quantity of Work					
Job Knowledge					
Dependability					
Initiative					
Organizational Skills					
<b>ATTENDANCE</b>					
Absences					
Tardiness					

Overall Rating (Check One):

☐ Outstanding

☐ On-Target Performance

☐ Strong Performance

☐ Action Needed

Employee Signature: \_\_\_\_\_ Supervisor Signature: \_\_\_\_\_

## APPENDIX-7

### EMPLOYEE WARNING REPORT

**-CONFIDENTIAL-**

Name: \_\_\_\_\_ SSN: \_\_\_\_\_

Client Company Name: \_\_\_\_\_ Violation Date: \_\_\_\_\_

Violation			
<input type="checkbox"/> Alcohol/Drug Abuse	<input type="checkbox"/> Attendance	<input type="checkbox"/> Attitude	<input type="checkbox"/> Carelessness
<input type="checkbox"/> Conduct	<input type="checkbox"/> Fighting	<input type="checkbox"/> Insubordination	<input type="checkbox"/> Personal Work
<input type="checkbox"/> Quality of Work	<input type="checkbox"/> Safety	<input type="checkbox"/> Tardiness	<input type="checkbox"/> Work Rules
<input type="checkbox"/> Other: _____			

**Company Statement:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Use additional sheets if necessary)

**Employee Statement:**

- ☐ I agree with the company statement.  
☐ I do not agree with the company statement.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Use additional sheets if necessary)

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Indicates receipt of written warning)

Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## APPENDIX – 8

### CONCORD STATION CDD EMPLOYEE TERMINATION

Name of Employee: \_\_\_\_\_

Termination Effective Date: \_\_\_\_\_

Reg. Hours to be paid on final check: \_\_\_\_\_

Vacation Hours to be paid: \_\_\_\_\_

Supervisor Name: \_\_\_\_\_

#### Reason for Termination:

##### Voluntary Resignation (check one)

- ☐ Secured better position ☐ Absenteeism or Tardiness  
☐ Dissatisfied (type of work) ☐ Failure to Meet Performance Expectations  
☐ Dissatisfied (salary) ☐ Insubordination  
☐ Dissatisfied (supervisor) ☐ Not qualified for the position  
☐ Dissatisfied (working conditions)  
☐ Generally dissatisfied ☐ Dishonesty or Theft  
☐ Retirement  
☐ Returned to school  
☐ Moving out of area  
☐ Family or personal circumstances  
☐ In Lieu of Discharge  
☐ No Reason Given

##### Involuntary Termination (check one)

- ☐ Gross Misconduct  
☐ Job abandonment  
☐ Death  
☐ Other

##### Lay Off (check one)

- ☐ Lack of Work ☐ Job Eliminated

Reason for leaving (Supervisor's statement) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Eligible for Re-hire? ☐ Yes ☐ No

If no, Explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date



**APPENDIX – 9**

**CSCDD  
Paid Time Off (PTO)  
Request Form**

Please submit this form for approval at least two weeks in advance of your preferred PTO dates.

Date: \_\_\_\_\_

Employee Name: \_\_\_\_\_

Title: \_\_\_\_\_

Department: \_\_\_\_\_

Remaining Banked PTO Days: \_\_\_\_\_

PTO Dates Requested: \_\_\_\_/\_\_\_\_/\_\_\_\_ through \_\_\_\_/\_\_\_\_/\_\_\_\_

Returning: \_\_\_\_/\_\_\_\_/\_\_\_\_

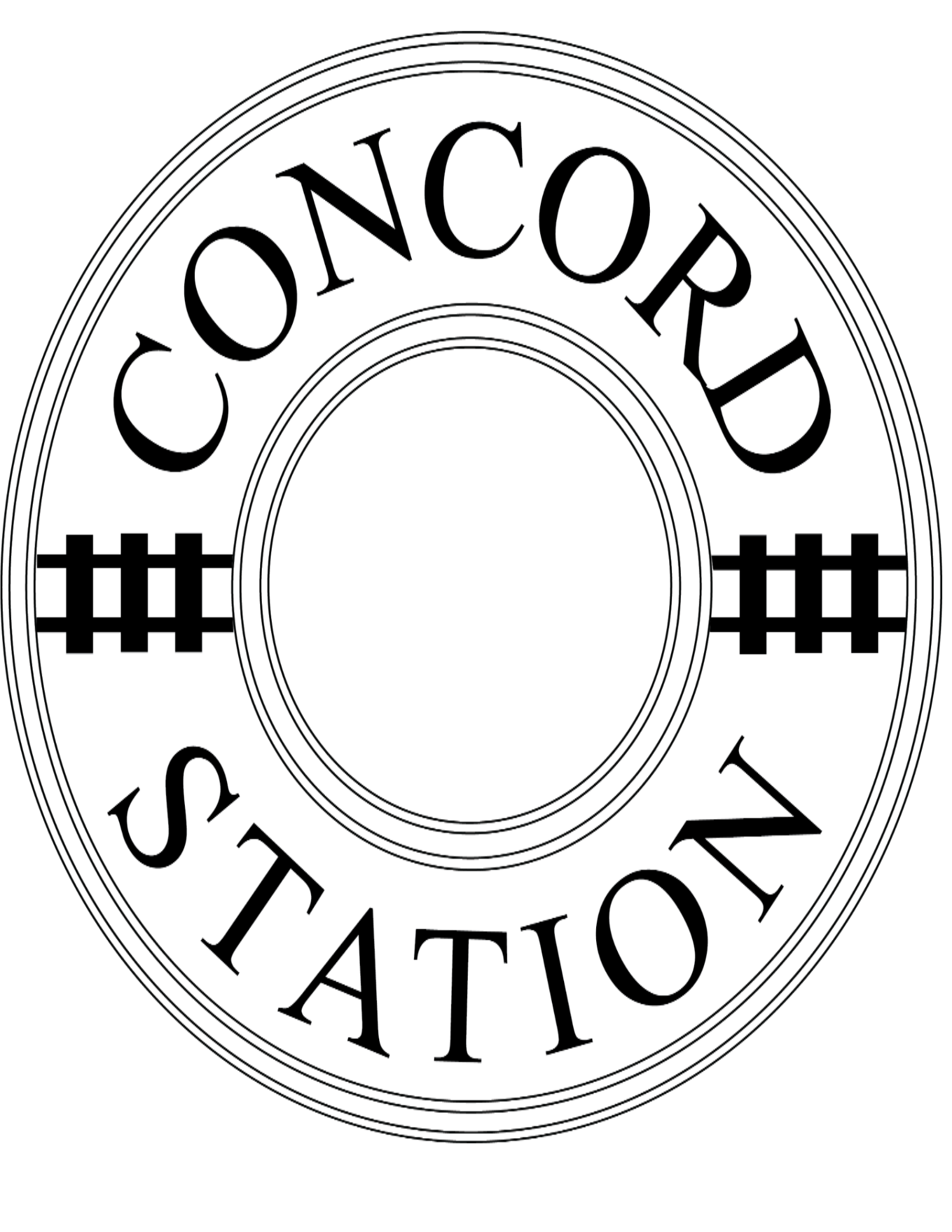
Total Number of Days Requested: \_\_\_\_\_

\_\_\_\_\_  
of Employee Date \_\_\_\_\_ Signature

Approval:

\_\_\_\_\_  
Clubhouse and Amenities Manager Date \_\_\_\_\_

## This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.



## **EXHIBIT 8**

### **RETURN TO AGENDA**

Sean P. Bevil, Esq.  
Senior Attorney  
Phone: 813.954.8456 Fax: 813.286.7683  
SBevil@beckerlawyers.com



1511 N. Westshore Blvd.  
Suite 1000  
Tampa, FL 33607

December 30, 2025

**VIA EMAIL TO LMOCZYNSKI@KASSLAW.COM**  
**VIA US MAIL**

Concord Station Community Development  
District  
c/o Lindsay Moczynski, Esq.  
Kass Shuler, P.A.  
1604 N. Marion Street  
Tampa, Florida 33602

Re: RedTree Landscape Systems, LLC  
Demand for Outstanding Balance

Dear Ms. Moczynski:

Please be advised that we represent Redtree Landscape Systems, LLC (“RedTree”) in the above-referenced matter. It has come to our attention that Concord Station Community Development District (“District”) previously engaged RedTree to perform work on an irrigation mapping project (the “Work”), for which the District now refuses to pay RedTree. Accordingly, RedTree hereby demands that the District pay the outstanding balance of \$4,290.00 within ten (10) days of the date of this letter.

On or around February 1, 2025, RedTree and the District entered into a Landscape and Irrigation Services Agreement (“Agreement”), whereby RedTree provided routine landscape and irrigation services to the District. The District’s engagement of RedTree established a working relationship with the expectation of further transactions between the parties. On or around May 28, 2025, the District requested for RedTree to perform the Work to complete an irrigation mapping project. RedTree subsequently set out to complete the Work, which required a technician to locate 124 valves within the District’s community and to accurately track all valve locations in a comprehensive map. In accordance with the District’s request, RedTree performed the Work and invoiced the District for amounts coming due. Notwithstanding, the District has failed to pay for the Work in the amount of \$4,290.00. A true and correct copy of RedTree’s invoice to District is enclosed.

Despite RedTree's good faith efforts and diligence in meeting the District's needs, the District has failed or refused to provide just compensation for services rendered. The outstanding balance of \$4,290.00 is not only a reflection of the District's open account, but it also constitutes an unjust enrichment. RedTree conferred a benefit on the District in the form of a completed irrigation map. The District not only acknowledged and accepted the benefit, but expressly requested it. We are surprised that the District now seeks to avoid paying the fair value of services rendered in reliance of the District's explicit request. Moreover, when RedTree voluntarily attended the District's board meeting on October 9, 2025, in a good faith effort to discuss the outstanding balance and answer any questions regarding the Work, the District's board members made numerous disparaging comments regarding RedTree and engaged in a course of conduct that was both unprofessional and disrespectful, resulting in RedTree submitting a Notice of Termination of Landscape and Irrigation Services Agreement on October 10, 2025 and effective January 10, 2026. The District's actions in attempting to shirk its payment obligation is not only unlawful, but also contrary to common decency, business and ethical practices.

Accordingly, please accept this letter as a formal demand for the \$4,290.00 Redtree is currently owed. Please forward a check made payable to "Redtree Landscape Systems, LLC" to me at the address set forth above. If the full \$4,290.00 is not paid within ten (10) days of the date of this letter, Redtree will be forced to consider alternative methods of collection including, but not necessarily limited to, the institution of litigation. If Redtree is forced to institute litigation, not only will it seek the full amount set forth herein, but also all interest, costs, and attorneys' fees, to the extent collectable pursuant to the Agreement and Florida law.

Should you have any questions or comments, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Sean P. Bevil". The signature is written in a cursive, flowing style.

Sean P. Bevil, Esq.

SPB

Enclosures

cc: RedTree Landscape Systems, LLC



INVOICE

RedTree Landscape Systems  
5532 Auld Lane  
Holiday, FL 34690

service@redtreelandscape.systems  
+1 (727) 810-4464  
redtreelandscapesystems.com



**Bill to**  
Concord Station CDD  
C/o Anchor Stone Management, LLC  
255 Primera Boulevard, Ste 160  
Lake Mary, FL 32746

**Ship to**  
Concord Station CDD  
C/o Anchor Stone Management, LLC  
255 Primera Boulevard, Ste 160  
Lake Mary, FL 32746

**Invoice details**  
Invoice no.: 30746  
Terms: Net 45  
Invoice date: 07/17/2025  
Due date: 08/31/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.			The mapping project began after the May 28 meeting: *Valve locating. *Pictures taken for mapping. *Pictures taken for documentation of pre-existing *conditions. Started tracking on June 2- June 5. On June 12, we tracked 124 valves.			
2.		Sales	Labor-Technician-Tracking	66	\$65.00	\$4,290.00

Total \$4,290.00

Overdue 08/31/2025

## **EXHIBIT 9**

### **RETURN TO AGENDA**

December 12, 2025

**Via Certified Mail and Electronic Mail**

Concord Station Community Development District  
c/o Anchor Stone Management, LLC  
255 Primera Boulevard, Suite 160  
Lake Mary, Florida 32746  
Attn: Patricia Thibault, District Manager  
[patricia@anchorstonemgt.com](mailto:patricia@anchorstonemgt.com)

***Re: Concord Station Community Development District  
Resignation – District Counsel Services***

Board of Supervisors:

This communication shall serve as notice of our Firm's resignation as counsel to the Concord Station CDD ("District"), effective January 8, 2026, at the close of the District's regular meeting, or immediately upon any action that would further compromise our ethical obligations under the Florida Bar Rules of Professional Conduct. In light of recent events, communication, and expectations, our Firm does not believe it is able to continue to be effective.

In accordance with our professional obligations, we withdraw from representation of the District. All questions regarding this resignation must be submitted in writing to ensure proper documentation. Upon receipt of written direction from the District and your new counsel, we will transfer all relevant files we received in accordance with Florida Bar Rules. All outstanding fees and costs must be paid prior to file transfer.

Sincerely,

*/s/ Meredith W. Hammock*

Meredith W. Hammock, Esq.  
District Counsel

cc: Board of Supervisors (via email)

**EXHIBIT 10**

**RETURN TO AGENDA**

## **Clubhouse and Amenities Manager Report 1/08/2026**

### **1. Staff/other updates:**

a. We had a Pasco County Fire Department inspection on December 8, 2025. We had three comments: riser, hydrant and backflows are due this month. Inspection of equipment is scheduled for December 30, 2025, at 10:30

b. We have been working on the repairs of the irrigation system throughout the property. We have replaced numerous sprinkler heads and repaired 6 system leaks.

### **2. Concord Station CDD Employee Policy Manual/Handbook:**

a. Handbook was distributed to the Supervisors, District Manager, and Counsel, for review and inputs.

### **3. Events:**

a. December Holiday event is scheduled for Dec 20, from 1pm to 5pm. Event was considered a success, based on the amounts of positive feedback. We had more visitors than was anticipated. Only complaints were: 1. That the funnel cake station closed too early (4:20pm) and that the funnel cakes were being rationed, 2. The paint face station denied painting of faces even though it was not 5pm yet.

b. Small Business Expo is scheduled for January 17, 2025, from 10:00am to 2:00pm.

c. We need to start discussions for the Easter and Summer events.

### **4. Security camera/door access update:**

a. ECS has restored normal access control to the pool, tennis, and basketball courts.

b. Still pending is restoring access control to the playground area.

c. Next will be the camera upgrade plan.

### **5. Waterford fountain status:**

a. Pump has been delivered to the Hastings service center; awaiting diagnostic report.

b. Pump has been repaired and is ready to be picked up.

### **6. Playground Fence replacement:**

a. We still need to have the access control fob readers reinstalled, as they were removed by the company that completed the fence replacement. I have not been included in any communications with this company; the District Manager or Counsel may have other information or updates.

## **7. Landscaping and Irrigation Services:**

- a. Waiting for contract with Steadfast Irrigation to be drafted and executed.

## **8. Resident Concerns/Complaints:**

a. We are no longer allowing students to use the Clubhouse as a public restroom, as this practice has increasingly become a problem. Recently, we experienced an issue with a resident, Ms. Ashley Rodriguez, who was upset when her daughter was not allowed access to the facility to use the restroom after school.

## **9. New projects to consider for upcoming months/year:**

1. Painting of the Kids Splash Pad (spring of 2026)
2. Repair of the delamination on one small section of the pool bottom floor plaster (spring 2026)
3. Painting of the exterior and interior of the Clubhouse.
4. Lights on Tennis Courts, Basketball Courts, Pool, and Playground
5. Repairs to the Tennis and Basketball fence
6. Pool Deck furniture/upgrade or repairs
7. Repair of the volleyball court benches
8. Replacement of signposts around the Clubhouse that are deteriorated or leaning.

**EXHIBIT 11**

**RETURN TO AGENDA**





DE Contact: Gregory Seel

WR \_\_\_\_\_

Address: 3300 Exchange Place Lake Mary, FL 32746

Phone: 352-459-9676

December 23, 2025

Project Details	Scope of Request
<b>Customer:</b> CONCORD STATION CDD <b>Account:</b> 910088450087 <b>Premise:</b> 5205719236 <b>Site:</b> LAND O LAKES, TRINITY COTTAGE DR 0000 LITE CONCORD STATION 4A & <b>Contact:</b> anna@anchorstonemgt.com <b>Phone:</b> 407-802-8502	<b>REMOVE:</b> light fixtures <b>INSTALL:</b> light fixtures  <b>Existing Poles to Remain</b>  <i>Note: Quantities &amp; Wattages subject to Field Verification</i>

## EXISTING INVENTORY

Quantity	Product Description Fixtures and Poles	Per Unit				Sub-Total
		Monthly Charge	Maint.	Fuel & Energy	Unit Total	
37	100W HPS ROADWAY S42RG	\$6.01	\$2.89	\$4.48	\$13.38	\$495.06
1	50W LED Roadway 3K OH Type II BLK L17RM2H	\$3.77	\$2.04	\$1.81	\$7.62	\$7.62
23	50W LED Roadway 3K OH Type III Gray L17RMO3	\$3.77	\$2.04	\$1.81	\$7.62	\$175.26
61	30' CONCRETE P405	\$6.68	\$0.00	\$0.00	\$6.68	\$407.48
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
	<b>Fixture &amp; Pole Charge, Maintenance, F&amp;E Totals:</b>	\$720.33	\$155.89	\$209.20		
<b>Existing Estimated Monthly Rates</b>						<b>\$1,085.42</b>

## PROPOSED INVENTORY

Quantity	Product Description Fixtures and Poles	Per Unit				Sub-Total
		Monthly Charge	Maint.	Fuel & Energy	Unit Total	
61	50W LED Roadway 3K OH Type III Gray L17RMO3	\$3.77	\$2.04	\$1.81	\$7.62	\$464.82
61	30' CONCRETE P405	\$6.68	\$0.00	\$0.00	\$6.68	\$407.48
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
	<b>Fixture &amp; Pole Charge, Maintenance, F&amp;E Totals:</b>	\$637.45	\$124.44	\$110.41		
<b>Proposed Estimated Monthly Rates</b>						<b>\$872.30</b>

Monthly rates are subject to tariff rate changes as per LS-1 Rate Schedule

Estimates valid for 30 days and subject to change.

20250905

✧ CIAC ONE TIME PAYMENT	\$0.00
* MLDF MONTHLY PAYMENT	\$0.00

Estimated Monthly Rates excludes any applicable taxes, franchise fees or customer charges.

✧ **CIAC** - The one time invoice for the Contribution in Aid of Construction will be mailed to you separately upon approval of this estimate and payment is due before the work can be released to scheduling of construction.

OR

\* **MLDF** - This Monthly Lighting Distribution Fee will be billed to you separately each month is 0.96% of the Underground or Overhead Service feed and pole installation.

**In order for us to proceed with the above proposed lighting design we will need an authorized signature on this estimate. Do not remit payment with this form.**

*Thank you for your lighting request. We look forward to working with you on this project.*

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

(Please sign and date to approve this estimate and return via email or the mailing address above)

**EXHIBIT 12**

**RETURN TO AGENDA**

Invoice Number	Contract Account Number	Contract	Billing Period	Posting Date	Service	Total Charges
200204284050	910088450087	3133173681	12/2025	12/09/2025	Electricity	1103.76
200754191363	910088450087	3133173681	11/2025	11/10/2025	Electricity	1103.76
200334109979	910088450087	3133173681	10/2025	10/10/2025	Electricity	1.91
200994027226	910088450087	3133173681	09/2025	09/10/2025	Electricity	1.91
200753928416	910088450087	3133173681	08/2025	08/11/2025	Electricity	1.39
210004361243	910088450087	3110902388	06/2025	06/11/2025	Electricity	3547.44
210004404854	910088450087	3110902388		06/25/2025	Electricity	3587.65
210004278732	910088450087	3110902388	05/2025	05/10/2025	Electricity	2364.96
200423580274	910088450087	3110902388	04/2025	04/09/2025	Electricity	1182.48
200593499278	910088450087	3110902388	03/2025	03/11/2025	Electricity	1182.48
200593412145	910088450087	3110902388	02/2025	02/11/2025	Electricity	1133.22
200133330821	910088450087	3110902388	01/2025	01/10/2025	Electricity	1057.62
200273244434	910088450087	3110902388	12/2024	12/09/2024	Electricity	1078.40
200723157278	910088450087	3110902388	11/2024	11/09/2024	Electricity	1083.05
200303066427	910088450087	3110902388	10/2024	10/09/2024	Electricity	1083.05
200792977759	910088450087	3110902388	09/2024	09/11/2024	Electricity	1083.05
200882897271	910088450087	3110902388	08/2024	08/09/2024	Electricity	1082.95
200202811407	910088450087	3110902388	07/2024	07/10/2024	Electricity	1096.82
200192717145	910088450087	3110902388	06/2024	06/10/2024	Electricity	1096.82
200942643847	910088450087	3110902388	05/2024	05/09/2024	Electricity	1108.47
200652558940	910088450087	3110902388	04/2024	04/09/2024	Electricity	1113.24
200442470561	910088450087	3110902388	03/2024	03/11/2024	Electricity	1136.95
200722387914	910088450087	3110902388	02/2024	02/09/2024	Electricity	1175.17
200292298419	910088450087	3110902388	01/2024	01/10/2024	Electricity	1179.97
200382225592	910088450087	3110902388	12/2023	12/08/2023	Electricity	1211.73
200432136166	910088450087	3110902388	11/2023	11/09/2023	Electricity	1211.73
200772046424	910088450087	3110902388	10/2023	10/10/2023	Electricity	1216.78
200991967037	910088450087	3110902388	09/2023	09/11/2023	Electricity	1216.78
200051872861	910088450087	3110902388	08/2023	08/09/2023	Electricity	1216.51
200801795511	910088450087	3110902388	07/2023	07/11/2023	Electricity	1216.51
200651712029	910088450087	3110902388	06/2023	06/09/2023	Electricity	1216.51

**EXHIBIT 13A**

**RETURN TO AGENDA**

**EXHIBIT A**  
Amended and Restated Rules of Procedure  
**RULES OF PROCEDURE**  
**CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT**  
**EFFECTIVE AS OF JANUARY 8, 2026**

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**Rule 1.0      General.**

- (1) The Concord Station 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 at District Manager's Office by mail at Anchor Stone Management, LLC, 255 Primera Boulevard, Suite 160, Lake Mary, FL 32746 or by email at [ConcordStation@AnchorStoneMgt.com](mailto:ConcordStation@AnchorStoneMgt.com). 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 a three (3) minutes per person, unless extended or reduced by the Chairperson based on the number of speakers and meeting agenda and other reasonable factorsreasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to

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

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

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

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

- (1)      Internal Controls. The District shall establish and maintain internal controls designed to:
- (a)      Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), *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 Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

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

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

- (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 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 January 8, 2026, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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

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

**EXHIBIT 13B**

**RETURN TO AGENDA**

**RESOLUTION 2026-09**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
CONCORD STATION COMMUNITY DEVELOPMENT  
DISTRICT ADOPTING AMENDED AND RESTATED RULES OF  
PROCEDURE; AND PROVIDING A SEVERABILITY CLAUSE;  
AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

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

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

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

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

**PASSED AND ADOPTED** this 8th day of January, 2026.

**ATTEST:**

**CONCORD STATION COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

**Exhibit A:** Amended and Restated Rules of Procedure



**EXHIBIT A**  
Amended and Restated Rules of Procedure  
**RULES OF PROCEDURE**  
**CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT**  
**EFFECTIVE AS OF JANUARY 8, 2026**

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**Rule 1.0      General.**

- (1) The Concord Station 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 at District Manager's Office by mail at Anchor Stone Management, LLC, 255 Primera Boulevard, Suite 160, Lake Mary, FL 32746 or by email at [ConcordStation@AnchorStoneMgt.com](mailto:ConcordStation@AnchorStoneMgt.com). 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 a three (3) minutes per person, unless extended or reduced by the Chairperson based on the number of speakers and meeting agenda and other reasonable factorsreasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to

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

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

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

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

- (1)      Internal Controls. The District shall establish and maintain internal controls designed to:
- (a)      Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), *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 Responsive and Responsible Bidder whose principal place of business is in the State of

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

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

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



- (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 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 January 8, 2026, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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

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

**EXHIBIT 14**

**RETURN TO AGENDA**

# **Concord Station Community Development District**

## **Summary Financial Statements (Unaudited)**

**November 30, 2025**

ANCHOR STONE MANAGEMENT

**Concord Station  
Balance Sheet  
November 30, 2025**

	<u>General Fund</u>	<u>Reserve Fund</u>	<u>Debt Service Fund</u>	<u>Total</u>
<b>1    <u>Assets:</u></b>				
<b>2    Cash - Operating Account</b>	299	-	-	299
<b>3    Cash - Restricted Cash</b>	-	-	-	-
<b>4    Cash - Operating Account Southstate</b>	79,948	-	-	79,948
<b>5    Cash - Money Market Account</b>	1,470,306	752,056	-	2,222,363
<b>6    Cash - Operating (Square)</b>	7,374	-	-	7,374
<b>7    Debit Card</b>	2,953	-	-	2,953
<b>8    Investments:</b>				-
<b>9        Revenue Trust Fund</b>	-	-	-	-
<b>10       Interest Fund</b>	-	-	-	-
<b>11       Debt Service Reserve Fund</b>	-	-	917,982	917,982
<b>12       Prepayment Fund</b>	-	-	83,942	83,942
<b>13    Accounts Receivable</b>	1,030	4,385	-	5,415
<b>14    On-Roll Assessments Receivable</b>	1,557,486	-	1,687,667	3,245,152
<b>15    Due from Other Funds</b>	-	-	210,993	210,993
<b>16    Deposits</b>	6,591	-	-	6,591
<b>17    Prepaid Items</b>	-	-	-	-
<b>18   <u>Total Assets</u></b>	<u>\$ 3,125,987</u>	<u>\$ 756,441</u>	<u>\$ 2,900,583</u>	<u>\$ 6,783,011</u>
 <b>19   <u>Liabilities:</u></b>				
<b>20    Accounts Payable</b>	109,989	-	-	109,989
<b>21    Accrued Payable</b>	18,007	-	-	18,007
<b>22    Due to Other Funds</b>	215,378	-	-	215,378
<b>23    Deposits Payable</b>	5,564	-	-	5,564
<b>24    Deferred Revenue - On-Roll</b>	1,541,828	-	1,671,228	3,213,056
				-
<b>25   <u>Fund Balance:</u></b>				-
				-
<b>26    Non-Spendable:</b>	-	-	-	-
<b>27       Assigned - Reserved</b>	-	756,441	-	756,441
<b>28       Restricted</b>	-	-	1,425,821	1,425,821
<b>28       Unassigned</b>	1,374,790	-	-	1,374,790
<b>29    Net Change in Fund Balance</b>	(139,570)	-	(196,466)	(336,036)
<b>30   <u>Total Liabilities &amp; Fund Balance</u></b>	<u>\$ 3,125,987</u>	<u>\$ 756,441</u>	<u>\$ 2,900,583</u>	<u>\$ 6,783,011</u>

**Concord Station**  
**General Fund**  
**Statement of Revenue, Expenditures and Change in Fund Balance**  
**For the Period of October 1, 2025 through November 30, 2025**

	<b>FY2026 Adopted Budget</b>	<b>FY2026 Budget Year to Date</b>	<b>FY2026 Actual Year to Date</b>	<b>Variance Over/(Under) Budget</b>
<b>1 Revenues:</b>				
2 Special Assessments	1,694,847	169,485	153,019	(16,466)
3 Tax Roll for Transfer to Reserve Fund	50,000	-	(4,385)	(4,385)
4 Fund Balance Forward	246,368	-	-	-
5 Interest Income	-	-	11,132	11,132
6 Clubhouse Rentals	-	-	1,976	1,976
7 Fees for Fence Project	-	-	-	-
8 Key/Access/Transponder Revenue	-	-	-	-
9 Miscellaneous Revenue	-	-	2,712	2,712
<b>10 Total Revenues</b>	<b>1,991,215</b>	<b>169,485</b>	<b>164,454</b>	<b>(5,031)</b>
<b>11 Expenditures:</b>				
<b>12 Financial &amp; Administrative</b>				
13 Supervisor Compensation	13,000	2,167	1,800	367
14 Administrative Services	3,000	500	-	500
15 District Management	33,750	5,625	4,167	1,458
16 District Engineer	30,000	5,000	4,497	503
17 Assessment Roll	2,500	417	417	0
18 Financial & Revenue Collections	2,500	417	417	-
19 Accounting Services	16,000	2,667	2,667	0
20 Auditing Services	5,500	-	-	-
21 Miscellaneous Mailings	1,500	-	-	-
22 Public Officials Liability Insurance	3,519	3,316	3,316	-
23 Bank Fees	800	133	57	76
24 Dues, Licenses & Fees	175	175	434	(259)
25 Legal Advertising	1,500	250	407	(157)
26 Tax Collector/Property Appraiser Fee	150	-	-	-
27 ADA Website Compliance	2,015	-	-	-
28 Website Hosting, Maintenance & Backup	1,500	1,500	36	1,464
29 District Counsel	45,000	7,500	12,476	(4,976)
<b>30 Total Financial &amp; Administrative</b>	<b>162,409</b>	<b>29,667</b>	<b>30,689</b>	<b>(1,022)</b>
<b>31 Debt Administration</b>				
32 Dissemination Agent	5,000	833	833	-
33 Trustee Fees	6,500	-	-	-
34 Arbitrage Rebate Calculation	500	-	-	-
<b>35 Total Debt Administration</b>	<b>12,000</b>	<b>833</b>	<b>833</b>	<b>-</b>
<b>36 Security Operations</b>				
37 Off Duty Deputy	41,760	6,960	-	6,960
<b>38 Total Security Operations</b>	<b>41,760</b>	<b>6,960</b>	<b>-</b>	<b>6,960</b>
<b>39 Electric Utility Services</b>				
40 Utility Services	16,000	2,667	1,647	1,020
41 Utility - Recreation Facilities	32,000	5,333	4,687	646
42 Utility - Streetlights	106,000	17,667	15,758	1,909
<b>43 Total Electric Utility Services</b>	<b>154,000</b>	<b>25,667</b>	<b>22,092</b>	<b>3,575</b>
<b>44 Garbage/Solid Waste Control Services</b>				
45 Solid Waste Assessment	900	150	241	(91)
46 Garbage - Recreation Facilities	1,040	173	-	173
<b>47 Total Garbage/Solid Waste Control Services</b>	<b>1,940</b>	<b>323</b>	<b>241</b>	<b>82</b>

		FY2026 Adopted Budget	FY2026 Budget Year to Date	FY2026 Actual Year to Date	Variance Over/(Under) Budget
<b>48</b>	<b>Water-Sewer Combination Services</b>				
<b>49</b>	Utility - Recreation Facilities	10,000	1,667	1,274	393
<b>50</b>	<b>Total Water-Sewer Combination Services</b>	<b>10,000</b>	<b>1,667</b>	<b>1,274</b>	<b>393</b>
<b>51</b>	<b>Stormwater Control</b>				
<b>52</b>	Pest Control	3,500	583	-	583
<b>53</b>	Aquatic Maintenance	120,837	20,140	18,446	1,694
<b>54</b>	Lake/Pond Bank Maintenance & Repair	20,000	20,000	72,650	(52,650)
<b>55</b>	Stormwater Assessments	2,000	-	-	-
<b>56</b>	Wetland Monitoring & Maintenance	-	-	-	-
<b>57</b>	Fountain Service Repair & Maintenance	4,500	750	-	750
<b>58</b>	Acquatic Plant Replacement	2,500	-	-	-
<b>59</b>	Stormwater System Maintenance	2,500	-	-	-
<b>60</b>	Wetland Invasive Areas Maintenance	2,500	-	-	-
<b>61</b>	<b>Total Stormwater Control</b>	<b>158,337</b>	<b>41,473</b>	<b>91,096</b>	<b>(49,623)</b>
<b>62</b>	<b>Other Physical Environment</b>				
<b>63</b>	Property Insurance	37,161	37,161	39,261	(2,100)
<b>64</b>	General Liability Insurance	4,523	-	-	-
<b>65</b>	Entry & Walls Maintenance & Repair	5,000	833	-	833
<b>66</b>	Landscape Maintenance	264,350	44,058	46,133	(2,075)
<b>67</b>	Well Maintenance	500	83	-	83
<b>68</b>	Landscape - Fertilizer	18,000	3,000	1,500	1,500
<b>69</b>	Landscape Replacement Plants, Shrubs, Trees	15,000	2,500	-	2,500
<b>70</b>	Landscape Inspection Services	-	-	-	-
<b>71</b>	Fire Ant Treatment	2,500	417	-	417
<b>72</b>	Holiday Decorations	58,280	9,713	-	9,713
<b>73</b>	Landscape - Pest Control/OTC Injections	8,900	1,483	575	908
<b>74</b>	Landscape - Mulch	32,500	5,417	-	5,417
<b>75</b>	Landscape - Annuals/Flowers	5,900	1,475	1,475	-
<b>76</b>	Landscape - Pest Control	-	-	-	-
<b>77</b>	Irrigation Repair	20,000	3,333	-	3,333
<b>78</b>	Rust Prevention	15,000	2,500	2,270	230
<b>79</b>	<b>Total Other Physical Environment</b>	<b>487,614</b>	<b>111,973</b>	<b>91,214</b>	<b>20,759</b>
<b>80</b>	<b>Road &amp; Street Facilities</b>				
<b>81</b>	Roadway Repair & Maintenance	5,000	-	-	-
<b>82</b>	<b>Total Road &amp; Street Facilities</b>	<b>5,000</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>83</b>	<b>Parks &amp; Recreation</b>				
<b>84</b>	Management Contract	-	-	-	-
<b>85</b>	Amenity Management Contracted Employee Salaries	332,020	55,337	39,965	15,372
<b>86</b>	Clubhouse Maintenance & Repair	27,000	4,500	2,679	1,821
<b>87</b>	Gate Maintenance & Repair	1,000	167	-	167
<b>88</b>	Computer Support, Maintenance & Repair	2,000	333	-	333
<b>89</b>	Fitness Equipment Maintenance & Repair	5,000	833	175	658
<b>90</b>	Clubhouse Facility Janitorial Services	20,500	3,417	2,500	917
<b>91</b>	Clubhouse Facility Janitorial Supplies	5,000	833	-	833
<b>92</b>	Pool Service Contract	27,600	4,600	4,600	-
<b>93</b>	Security System Monitoring Services & Maintenance	11,724	1,954	810	1,144
<b>94</b>	Facility A/C & Heating Maintenance & Repair	5,000	833	-	833
<b>95</b>	Furniture Repair & Replacement	7,000	1,167	-	1,167
<b>96</b>	Pool Permits	425	71	-	71
<b>97</b>	Playground Equipment Maintenance & Repairs	2,500	417	-	417
<b>98</b>	Vehicle Maintenance	750	125	-	125

		<b>FY2026 Adopted Budget</b>	<b>FY2026 Budget Year to Date</b>	<b>FY2026 Actual Year to Date</b>	<b>Variance Over/(Under) Budget</b>
99	Telephone, Fax & Internet	9,000	1,500	1,457	43
100	Athletic Court/Field/Playground Maintenance	2,500	417	-	417
101	Pool/Water Park/Fountain Maintenance	6,000	1,000	2,745	(1,745)
102	Pest Control & Termite Bond	1,300	217	52	165
103	Office Supplies	3,500	583	-	583
104	Wildlife Management Services	2,500	417	-	417
105	Dog Waste Station Supplies and Maintenance	10,000	1,667	7,979	(6,312)
106	<b>Total Parks &amp; Recreation</b>	<b>482,319</b>	<b>80,388</b>	<b>62,963</b>	<b>17,425</b>
107	<b>Special Events &amp; Contingency</b>				
108	Clubhouse - Special Events	25,000	4,167	1,500	2,667
109	Miscellaneous Contingency	250,000	1,571	2,121	(550)
110	Capital Outlay	150,836	-	-	-
111	<b>Total Special Events &amp; Contingency</b>	<b>425,836</b>	<b>5,738</b>	<b>3,621</b>	<b>2,117</b>
112	<b>Total Expenditures Before Other Financing Sources</b>	<b>1,941,215</b>	<b>304,689</b>	<b>304,024</b>	<b>665</b>
113	<b>Total Other Financing Sources (Uses)</b>				
114	Interfund Transfer to Capital Reserve Fund	50,000	-	-	-
115	<b>Total Other Financing Sources (Uses)</b>	<b>50,000</b>	<b>-</b>	<b>-</b>	<b>-</b>
116	<b>Transfer In</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
117	<b>Total Excess Expenditures Over (Under) Revenues</b>	<b>-</b>	<b>(135,204)</b>	<b>(139,570)</b>	<b>(5,696)</b>
118	<b>Fund Balance - Beginning</b>			<b>1,374,791</b>	
119	<b>Fund Balance - Ending</b>			<b>1,235,221</b>	

Concord Station  
Capital Reserve Fund  
Statement of Revenue, Expenditures and Change in Fund Balance  
For the Period of October 1, 2025 through November 30, 2025

	FY2026 Adopted Budget	FY2026 Actual Year to Date
<b>1 Revenues:</b>		
<b>2</b> Interest Earnings	-	-
<b>3</b> Special Assessments	-	4,385
<b>4 Total Revenues</b>	<u>-</u>	<u>4,385</u>
<b>5 Expenditures:</b>		
<b>6</b> Increase in Fund Balance	50,000	-
<b>7 Total Expenditures</b>	<u>50,000</u>	<u>-</u>
<b>8 Excess Expenditures Over (Under) Revenues</b>	<u>(50,000)</u>	<u>4,385</u>
<b>9 Other Sources (Uses)</b>		
<b>10</b> Transfer In from General Fund	50,000	-
<b>12 Total Other Sources (Uses)</b>	<u>50,000</u>	<u>-</u>
<b>13 Transfer Out</b>	<u>-</u>	<u>-</u>
<b>14 Fund Balance - Beginning</b>	-	752,056
<b>15 Fund Balance - Ending</b>	<u>-</u>	<u>756,441</u>



**Concord Station**  
**Debt Service 2016**  
**Statement of Revenue, Expenditures and Change in Fund Balance**  
**For the Period of October 1, 2025 through November 30, 2025**

	<b>FY2026 Adopted Budget</b>	<b>FY2026 Actual Year to Date</b>
<b>1 <u>Revenues:</u></b>		
<b>2</b> Special Assessments - On-Roll, Net	1,831,880	160,651
<b>3</b> Prepayment Revenue	-	-
<b>4</b> Interest	-	8,460
<b>5 Total Revenues</b>	<b>1,831,880</b>	<b>169,111</b>
<b>6 <u>Expenditures:</u></b>		
<b>7</b> Debt Service Obligation , Net	1,831,880	365,577
<b>8 Total Expenditures</b>	<b>1,831,880</b>	<b>365,577</b>
<b>9 Excess Expenditures Over (Under) Revenues</b>	<b>-</b>	<b>(196,466)</b>
<b>10 Other Sources (Uses)</b>	<b>-</b>	<b>-</b>
<b>11</b> Transfer In	-	-
<b>12</b> Transfer Out	-	-
<b>13 Total Other Sources (Uses)</b>	<b>-</b>	<b>-</b>
<b>14 Fund Balance - Beginning</b>	<b>-</b>	<b>1,425,821</b>
<b>15 Fund Balance - Ending</b>	<b>-</b>	<b>1,229,355</b>

**Concord Station  
Bank Reconciliation  
November 30, 2025**

Balance per Bank Statement	\$	103,457.15
Plus: Deposits in Transit		-
Less: Outstanding Checks		(23,509.43)
	<b>\$</b>	<b>79,947.72</b>

Beginning Balance		93,902.17
Receipts		75,200.00
Disbursements		(89,154.45)
<b><i>Balance per Book</i></b>	<b>\$</b>	<b>79,947.72</b>

**Concord Station**  
**Check Register**  
**FY2026**

Date	Check #	Payee	Deposit	Deposit	Disbursement	Balance
9/30/2025		Balance	-	-	-	118,107.76
10/1/2025	5098	Anchor Stone Management, LLC	District Management Service	-	4,250.00	113,857.76
10/1/2025	5099	RedTree Landscape Systems	Amen cent landscape	-	10,400.00	103,457.76
10/1/2025	5100	RedTree Landscape Systems	Irrigation Repairs	-	5,000.00	98,457.76
10/1/2025	5101	Let's Plan A Party	Event-DEPOSIT (50%)	-	1,500.00	96,957.76
10/1/2025	5102	RedTree Landscape Systems	landscape maint	-	24,104.17	72,853.59
10/1/2025	5103	Suncoast Rust Control, Inc.	Monthly water treatment	-	1,135.00	71,718.59
10/1/2025	5104	ECS Integrations LLC	camera mgmt	-	750.00	70,968.59
10/2/2025			Funds Transfer	50,000.00	-	120,968.59
10/2/2025	100225ach	Duke Energy	0000 Trinity Cottage Dr.	-	1.91	120,966.68
10/3/2025			Deposit	2,511.90	-	123,478.58
10/4/2025	5105	M&G Investors, LLC	Janitorial Services-Cleaning	-	1,250.00	122,228.58
10/9/2025	100925ach	Florida Department of Commerce	Annual District Fee	-	175.00	122,053.58
10/9/2025	10/9/2025	Heartland Payroll	Payroll	-	91.00	121,962.58
10/9/2025	10/9/2025	Heartland Payroll	Employee Payroll	-	1,771.68	120,190.90
10/9/2025	10/9/2025	Heartland Payroll	PR	-	8,298.08	111,892.82
10/10/2025	5106	Kilinski Van Wyk PLLC	Legal Services	-	7,697.20	104,195.62
10/10/2025	5107	Fitness Logic	Repairs/Maint	-	175.00	104,020.62
10/13/2025	5112	Piper Fire Protection, LLC	Svc Fire Alarm	-	310.00	103,710.62
10/13/2025	5113	Piper Fire Protection, LLC	Fire Monitoring	-	300.00	103,410.62
10/13/2025	5108	RedTree Landscape Systems	Landscape Enhacement	-	1,475.00	101,935.62
10/13/2025	5109	Randall W. Griffin	100925 BOSMTG	-	200.00	101,735.62
10/13/2025	5110	Marcela Cisternas	100925 BOSMTG	-	200.00	101,535.62
10/13/2025	5111	Kevin Wagner	100925 BOSMTG	-	200.00	101,335.62
10/14/2025	5114	Advanced Drainage Solutions		-	29,002.50	72,333.12
10/14/2025	5115	Jessica LaBarbera.	BOS MTG 100925	-	200.00	72,133.12
10/14/2025			Funds Transfer	50,000.00	-	122,133.12
10/14/2025	101425ach	ADT Security Services	18636 Mentmore Blvd	-	60.33	122,072.79
10/14/2025	101425achj2	FL Dept of Revenue	Sales Tax	-	149.34	121,923.45
10/15/2025	5116	Stantec Consulting Services Inc.	Professional Engineering svc	-	1,761.00	120,162.45
10/20/2025	5117	Advanced Drainage Solutions	Repairs/Maint	-	5,610.00	114,552.45
10/20/2025	5118	Arrow Exterminators Inc	Reference: Pest Control Service- Oct	-	52.00	114,500.45
10/20/2025	102025ach	Pasco County Utilities Services Branch	19322 UMBERLAND PLACE,	-	95.49	114,404.96
10/20/2025	102025ach1	Pasco County Utilities Services Branch	18636 MENTMORE BOULEVARD	-	458.03	113,946.93
10/20/2025	102025ach3	Pasco County Utilities Services Branch	3662 BUCKINGHAMSHIRE DR	-	32.86	113,914.07
10/23/2025			Funds Transfer	50,000.00	-	163,914.07
10/23/2025	10/23/2025	Heartland Payroll	Payroll	-	91.00	163,823.07
10/23/2025	10/23/2025	Heartland Payroll	Employee Payroll	-	1,711.93	162,111.14
10/23/2025	10/23/2025	Heartland Payroll	PR	-	8,006.74	154,104.40
10/24/2025	102425ach	Duke Energy	3440 Buckinghamshire Blvd - Entry Light	-	30.80	154,073.60
10/24/2025	102425ach2	Duke Energy	18636 Mentmore Blvd - Clbhs-Pool	-	2,141.30	151,932.30
10/24/2025	102425ach3	Duke Energy	18230 Snowdonia Dr - Entry Light	-	30.80	151,901.50
10/24/2025	102425ach4	Duke Energy	18108 Mentmore Blvd - Entry Light	-	30.80	151,870.70
10/24/2025	102425ach5	Duke Energy	19069 Lake Patience Rd - Entry Light	-	30.80	151,839.90
10/24/2025	102425ach6	Duke Energy	18433 Mentmore Blvd - Irrig	-	35.52	151,804.38

Date	Check #	Payee	Deposit	Deposit	Disbursement	Balance
10/24/2025	102425ach6	Duke Energy	19109 Mentmore Blvd - Entry Wall Light 9/3-10/1	-	30.80	151,773.58
10/24/2025	102425ach8	Duke Energy	18552 Mentmore Blvd - Entry Light	-	30.80	151,742.78
10/24/2025	102425ach9	Duke Energy	3753 Tuckerton Dr - Irrig	-	122.81	151,619.97
10/24/2025	102425acch1	Duke Energy	18933 Chislehurst Dr - Irrig	-	48.21	151,571.76
10/24/2025	102425ach11	Duke Energy	19135 Manassas Dr - Sign Lights	-	30.80	151,540.96
10/24/2025	102425ach12	Duke Energy	3936 Buckinghamshire Drive - Irrig	-	73.47	151,467.49
10/24/2025	102425ach13	Duke Energy	18661 State Road 54	-	53.92	151,413.57
10/24/2025	102425ach13	Duke Energy	18933 Mentmore Blvd - Sign Lights	-	1,348.06	150,065.51
10/24/2025	102425ach14	Duke Energy	18636 Mentmore Blvd - CH Main	-	76.32	149,989.19
10/24/2025	102425ach15	Duke Energy	3869 Sunlake Blvd - Sign Irrig	-	30.80	149,958.39
10/24/2025	102425ach16	Duke Energy	18636 Mentmore Blvd - Splash,	-	225.49	149,732.90
10/24/2025	102425ach17	Duke Energy	3444 Tuckerton	-	30.80	149,702.10
10/24/2025	102425ach19	Duke Energy	3882 SUNLAKE BLVD SIGN,	-	85.68	149,616.42
10/27/2025	5119	Egis Insurance Advisors LLC	Policy # 100125607	-	42,577.00	107,039.42
10/27/2025	5121	Bandit Fitness Equipment	Fitness equip maint	-	316.97	106,722.45
10/28/2025	5128	Arrow Exterminators Inc	Pest - Sept	-	52.00	106,670.45
10/28/2025	102825ach1	Duke Energy	(576) 10920 STATE ROAD 54	-	5,978.05	100,692.40
10/30/2025	5129	Cintas Fire 636525	compliance engine fee	-	51.00	100,641.40
10/30/2025	5131	Cintas Fire 636525	Alarm repair	-	373.16	100,268.24
10/30/2025	5133	Cintas Fire 636525	Alarm repair	-	636.70	99,631.54
10/30/2025	103025ach	Bright House Networks	18636 MENTMORE Blvd	-	728.86	98,902.68
10/30/2025	103025ach	ECS Integrations LLC	Main Access Panels	-	4,880.00	94,022.68
10/31/2025	103025ach1	WASTE MANAGEMENTINC.OF FLORIDA, INC.	Waste svc	-	120.51	93,902.17
<b>10/31/2025</b>				<b>152,511.90</b>	<b>176,717.49</b>	<b>93,902.17</b>
11/3/2025	5134	RedTree Landscape Systems	landscape maint	-	24,104.17	69,798.00
11/3/2025	5135	Solitude Lake Management	5464	-	9,223.00	60,575.00
11/3/2025	5136	Anchor Stone Management, LLC	District Management Service	-	4,250.00	56,325.00
11/3/2025			Funds Transfer	75,000.00	-	131,325.00
11/3/2025	110325	Duke Energy	Reference: 0000 Trinity Cottage Dr. (9/11-10/10)	-	1.91	131,323.09
11/4/2025	5137	M&G Investors, LLC	Janitorial Services-Weekly Cleaning	-	1,250.00	130,073.09
11/4/2025	5138	Suncoast Rust Control, Inc.	Commercial Svc: Monthly water treatment	-	1,135.00	128,938.09
11/4/2025	5139	Stericycle Inc	Shred Services (Autopay)	-	1,570.80	127,367.29
11/4/2025	11/4/2025	Heartland Payroll	Payroll 10/19-11/1/25	-	91.00	127,276.29
11/4/2025	11/4/2025	Heartland Payroll	Employee Payroll 10/19/25-11/4/25	-	1,714.77	125,561.52
11/4/2025	11/4/2025	Heartland Payroll	PR 10/19/25-11/1/25	-	8,101.86	117,459.66
11/6/2025	5140	ECS Integrations LLC	100 bar codes	-	550.00	116,909.66
11/14/2025	ACH 111425	ADT Security Services	18636 Mentmore Boulevard, Land O' Lakes, Florida 34638, Oct	-	60.33	116,849.33
11/17/2025	5141	Jessica LaBarbera.	BOS MTG 111325	-	200.00	116,649.33
11/17/2025	5142	Randall W. Griffin	111325 BOSMTG	-	200.00	116,449.33
11/17/2025	5143	Marcela Cisternas	111325 BOSMTG	-	200.00	116,249.33
11/17/2025	5144	Kevin Wagner	111325 BOSMTG	-	200.00	116,049.33
11/17/2025	5145	Fred Berdeguez	111325 bos mtg	-	200.00	115,849.33
11/17/2025	11/17/2025	Heartland Payroll	PR 11/2-11/15/25	-	8,191.82	107,657.51
11/17/2025	11/17/2025	Heartland Payroll	Payroll 11/2-11/15/25	-	91.00	107,566.51
11/17/2025	11/17/2025	Heartland Payroll	Employee Payroll 11/2-11/15/25	-	1,804.47	105,762.04
11/18/2025	111825acg	FL Dept of Revenue	Sales Tax	-	109.22	105,652.82
11/18/2025	5147	Suncoast Pool Service	Reference: Swimming Pool Service	-	2,300.00	103,352.82
11/18/2025	5148	Suncoast Pool Service	Pool Repair	-	2,745.00	100,607.82
11/18/2025	111825ach	WASTE MANAGEMENTINC.OF FLORIDA, INC.	Waste Management-Service Period: 12/1-12/31//25	-	120.51	100,487.31
11/19/2025			Deposit	200.00	-	100,687.31

Date	Check #	Payee	Deposit	Deposit	Disbursement	Balance
11/21/2025	112125acj	Pasco County Utilities Services Branch	19322 UMBERLAND PLACE,	-	117.84	100,569.47
11/21/2025	112125ach	Pasco County Utilities Services Branch	18636 MENTMORE BOULEVARD	-	496.61	100,072.86
11/21/2025	112125ach2	Pasco County Utilities Services Branch	3662 BUCKINGHAMSHIRE DR	-	73.46	99,999.40
11/23/2025	5150	Stantec Consulting Services Inc.	Professional Engineering Services	-	2,735.89	97,263.51
11/23/2025	5151	Kilinski Van Wyk PLLC	Legal Services	-	12,476.23	84,787.28
11/23/2025	5152	Business Observer	Legal Advertising	-	166.25	84,621.03
11/23/2025	5153	Business Observer	Legal Advertising	-	70.00	84,551.03
11/23/2025	5154	Business Observer	Legal Advertising	-	61.25	84,489.78
11/26/2025	112625ach1	Duke Energy	3440 Buckinghamshire Blvd - Entry Light, (10/2-11/3)	-	30.80	84,458.98
11/26/2025	112625ach2	Duke Energy	18636 Mentmore Blvd - Clubhouse / Pool,10/2-11/3	-	2,077.99	82,380.99
11/26/2025	112625ach3	Duke Energy	18230 Snowdonia Drive - Entry Light, 10/2-11/3	-	30.80	82,350.19
11/26/2025	112625ach4	Duke Energy	18108 Mentmore Blvd - Entry Light 10/2-11-3	-	30.80	82,319.39
11/26/2025	112625ach5	Duke Energy	19069 Lake Patience Rd - Entry Light 10/2-11/3	-	30.80	82,288.59
11/26/2025	112625ach6	Duke Energy	18433 Mentmore Blvd - Irrigation 10-2-11/3	-	71.98	82,216.61
11/26/2025	112625ach7	Duke Energy	19109 Mentmore Blvd - Entry Wall Light 10/2-11/3	-	30.80	82,185.81
11/26/2025	112625ach8	Duke Energy	18552 Mentmore Blvd - Entry Light 10/2-11/3	-	32.17	82,153.64
11/26/2025	112625ach9	Duke Energy	3753 Tuckerton Dr - Irrigation 10/2-11/3	-	137.70	82,015.94
11/26/2025	112625ach10	Duke Energy	18933 Chislehurst Dr - Irrigation 10/2-11/3	-	44.53	81,971.41
11/26/2025	112625ach11	Duke Energy	19135 Manassas Dr - Sign Lights 10/2-11/3	-	30.80	81,940.61
11/26/2025	112625ach12	Duke Energy	3936 Buckinghamshire Drive - Irrigation 10/2-11/3	-	81.65	81,858.96
11/26/2025	112625ach13	Duke Energy	18661 State Road 54 10/2-11/3	-	60.42	81,798.54
11/26/2025	112625ach14	Duke Energy	18933 Mentmore Blvd - Sign Lights 10/2-11/3	-	1,348.06	80,450.48
11/26/2025	112625ach15	Duke Energy	18636 Mentmore Blvd - CH Main Buildi 10/2-11/3	-	74.96	80,375.52
11/26/2025	112625ach16	Duke Energy	3869 Sunlake Blvd - Sign Irrigation 10/2-11/3	-	30.80	80,344.72
11/26/2025	112625ach17	Duke Energy	18636 Mentmore Blvd - Splash, 10/2-11/3	-	242.06	80,102.66
11/26/2025	112625ach18	Duke Energy	3444 Tuckerton 10/2-11/3	-	30.80	80,071.86
11/26/2025	112625ach20	Duke Energy	3882 SUNLAKE BLVD SIGN, 10/2-11/3	-	124.14	79,947.72
<b>11/30/2025</b>				<b>75,200.00</b>	<b>89,154.45</b>	<b>79,947.72</b>

**EXHIBIT 15**

**RETURN TO AGENDA**

**MINUTES OF 10/09/2025 REGULAR MEETING  
CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of the Concord Station Community Development District was held Thursday, October 09, 2025 at 6:30 p.m. at the Concord Station Amenity Center, 18636 Mentmore Blvd., Land O'Lakes, Florida 34638. The public was able to listen and/or participate in-person or live via Teams conference.

**I. Call to Order / Roll Call**

The meeting was called to order by Ms. Thibault. Roll was called and a quorum was confirmed with the following Supervisors present:

Jessica LaBarbera.....Board of Supervisors, Chairman  
Randall Griffin .....Board of Supervisors, Vice Chairman  
Kevin Wagner (via phone) ..... Board of Supervisors, Assistant Secretary  
Marcela Cisternas..... Board of Supervisors, Assistant Secretary

Also present were:

Patricia Thibault.....District Manager, Anchor Stone Management  
Mark Looknanan, Jr. .... Amenity Manager, Concord Station CDD  
Lindsay A. Moczynski ..... District Counsel, Kilinski Van Wyk  
Meredith Hammock (via phone) ..... District Counsel, Kilinski Van Wyk  
Greg Woodcock..... Project Engineer, Stantec  
Alan J. Messing.....President, SwimKids, USA, Inc.  
Amanda Shapiro..... Owner, Manda's Minnows  
Dana Bryant ..... Irrigation Specialist, Anchor Stone Management  
Corey White ..... Solitude Lake Management  
Allan Willson (via phone)..... Solitude Lake Management  
Matt Olson ..... Irrigation, Red Tree Landscape Systems  
John Burkett..... Landscaping, Red Tree Landscape Systems

**Opening Remarks and Attendance Notes**

Ms. Thibault officially called the Meeting to order after confirming that quorum had been established. Present in person were Chairwoman LaBarbera, Supervisor Griffin, Supervisor Cisternas of the Board of Supervisors; Supervisor Wagner attended via phone. Also present were District Management Staff, District Counsel, and Amenity Team members.

**II. Audience Comments – Agenda Items (limited to 3 minutes per individual)**

Audience comments were then invited. One resident spoke in support of allowing Manda's Minnows service to operate from District facilities, praising the operator's dedication and the positive impact on families. No additional comments were offered in person or via Zoom.

**III. Professional Vendor Presentations**

**A. District Engineering Report – Stantec Project Engineer Greg Woodcock**

**1. Status and Discussion of ADS Project**

**2. Discussion of Seal Coating Clubhouse Parking Lot & Pothole Repair**

**3. Discussion of Ditch Project**

Mr. Woodcock reported the ADS operation-and-maintenance project has been completed. Crews are currently finishing work along the roadside ditch, with completion anticipated by week's end. Supervisor Griffin made inquiry regarding the new ditch section's final look and condition: the prior concrete wall is not being reconstructed; instead, the remaining wall is being cut down at the base where needed, overlaid with geotextile, and covered entirely with rock to stabilize the slope and retain soil. Mr. Woodcock noted this approach should prevent water from migrating behind the old wall, which had contributed to prior failures.

Supervisor Griffin also asked whether the observed damage might have been exacerbated by a recent hurricane event. While Mr. Woodcock could not confirm pre-storm conditions, he agreed storm flows did not help and likely forced water over and through the structure. The board requested confirmation of potential coverage under the District's general

liability/property program and whether any hurricane deductible would apply. Staff will investigate an insurance claim to offset repair costs and report back.

Supervisor Cisternas noted that the contractor repair equipment track damage made to turf during wet conditions. Mr. Woodcock confirmed site restoration is part of the contractor's closeout responsibilities and committed to enforcing.

Turning to pavement maintenance, Mr. Woodcock outlined a plan for the parking lot's failing strip: saw-cut approximately two feet on both sides, remove existing base and asphalt to a depth of 13 inches, rebuild with 10 inches of crushed-concrete base and 3 inches of asphalt to "beef up" the section similar to a utility crossing repair. Because one vendor could not cover both base repair and asphalt, additional outreach delayed proposals; Mr. Woodcock expects to present competitive proposals at the next meeting.

#### **4. Discussion of Tree Replacement Project**

Mr. Woodcock went over the tree replacement project along the homes most directly impacted by large, declining trees. After a joint site review with Red Tree, twelve trees were identified for removal and replacement (four on one side of the corridor and eight on the other) due to potential impacts on adjacent residences. Red Tree provided a preliminary budgetary figure of approximately \$41,400 for turnkey removal and replacement. The concept envisions installing 30-gallon replacement trees roughly ten feet from the existing tree locations, with mulch rings and use of nearby spray heads presumed adequate for irrigation; if irrigation adjustments are needed, they would be addressed within the project scope.

The Supervisors questioned the unit cost of the proposal (roughly \$3,450 per tree at the budgetary number) and asked that the District solicit additional bids and confirm whether any irrigation modifications are explicitly included. The board also requested options for alternative, more appropriate species and sizes — particularly non-invasive trees with controlled root structures and flowering options previously discussed (e.g., crepe myrtle or comparable species). The District Manager will obtain at least two additional competitive proposals and bring back a side-by-side comparison with species, sizes, and complete scopes (including any irrigation work) at the next meeting.

Continuing the discussion on landscape replacements, the Board briefly revisited species selection for the twelve identified removals, expressing interest in a mixed palette for visual texture — potentially two crepe myrtles paired with a complementary species at each cluster. The Staff confirmed the trees in question sit just outside residential fences and were originally required plantings.

#### **5. Consideration of Stantec Professional Services Agreement Change Order – Increase of \$5,000**

On professional services, Mr. Woodcock requested a change order to increase the FY budgeted "not-to-exceed" amount for engineering by \$5,000 to cover September activity at the end of the fiscal year. He explained the finance system cannot process invoices beyond the approved NTE without a board-authorized change order. He estimated actual September charges at approximately \$3,000; any unused portion of the authorization would not be billed.

After discussion based on inquiry by Supervisor Cisternas and Chairwoman regarding the hourly billing, and prior-year totals (approximately \$30,033 through August following a period without an engineer earlier in the year), the Board proceeded to action.

On a MOTION by Supervisor Griffin, SECONDED by Supervisor Cisternas, WITH ALL IN FAVOR, the Board approved Stantec Professional Services Agreement Change Order – Increase of \$5,000 for the Concord Station Community Development District.

The District Counsel then addressed the Stantec professional services agreement. The Counsel recommended updating the agreement to the firm's current form, noting the existing contract was prepared by prior counsel and contains outdated public records language that still references the District's former management company. The Counsel advised that current statutory requirements necessitate accurate public records provisions. The Counsel estimated the update at approximately one-half hour of work (targeting \$150 or less, with paralegal preparation and attorney review). The Board directed the Counsel to proceed with updating the Stantec agreement now and to review other vendor agreements for conforming updates as they come up for renewal.



**B. Solitude Lake Management**

**1. Waterway Inspection Report – 10.01.2025**

Staff referenced the inspection packet (site R6), noting the illustrative photo of a desired gate configuration to allow maintenance access to the rear pond tracts. Members who were absent at the prior meeting asked for context; Staff explained recurring access challenges for certain ponds and described the need for a minimum of approximately five feet of clear width to maneuver equipment — ten feet being ideal, but five as a practical threshold. Letters were sent to four of six homeowners located along the designated access points asking them to coordinate with District Staff and Management on compliant solutions, such as adding or enlarging gates, or removing obstructions, while one property without a fence may still present constraints due to house placement and landscaping.

The Supervisors discussed next steps, including an on-site review with CJ to verify actual clearances and identify specific impediments beyond fence lines (e.g., decorative elements, plantings, utilities). Staff noted that for at least one lot, the plat reflects an access easement; however, the functional width may be impaired by improvements. The consensus was to await homeowner responses to the letters while concurrently arranging a field visit to measure widths and document any additional obstacles so tailored remedies can be proposed.

**2. Discussion & Consideration of Revised Agreement for Service**

Next, the Board considered a proposed revised agreement from Solitude. Chairwoman stated unequivocally that the District would not accept a three-year term with a buyout provision requiring payment of 50% upon termination, nor agree to reductions in scope (specifically the removal of water testing) in exchange for a lower rate. Counsel confirmed her earlier comments that the draft altered reporting language and omitted water testing, and reiterated the prior recommendation against any buyout provision. Discussion also noted that comparative pricing had not yet been sought from competitors and that the existing contract runs through March.

The Board determined it would complete the current term and then compete the services. A motion was made to reject the vendor's revised agreement and continue under the existing contract until expiration. The motion was seconded and, after brief clarification on intent, carried with the board in favor. Counsel will assist the District with the RFP/ITB process for post-March services.

On a MOTION by Chairwoman LaBarbera, SECONDED by Supervisor Cisternas, WITH ALL IN FAVOR, the Board rejected the Proposed Revised Services Agreement from Solitude for the Concord Station Community Development District.

**C. Red Tree Landscape Maintenance**

**1. Landscape Maintenance Report – September**

The landscape contractor then reported that Spanish moss removal and associated canopy cleanout had commenced and was well underway, proceeding section by section to achieve the planned aesthetic and health improvements for the mature trees. He explained that simply pulling visible moss is ineffective; the work requires reaching higher into the canopy to remove established mats, which have accumulated over years.

Supervisor Cisternas questioned a recent proposal line item related to a partially detached limb, stating the board assumed such cleanup would fall under the base contract's debris removal obligations, particularly since the limb appeared to be only a few feet off the ground and could have been fully cut and removed as routine debris. Management noted the in-house maintenance team ultimately cleared the material but sought clarity on scope. The contractor responded that arboricultural work, even at lower heights, can be treated as specialty tree work for safety and workmanship reasons (proper structural cuts to prevent tears and ensure callusing), and that industry practice and insurance classifications distinguish general grounds work from tree work. He cited significantly higher workers' compensation rates for arbor crews compared to grounds staff as one reason such items may be priced separately. Chairwoman acknowledged the distinction but reiterated their expectation that low, easily reachable storm-related or gravity-damaged limb removal be treated as debris cleanup when practicable and consistent with the contract. The Contractor agreed to review the specific incident against the contract language and coordinate with Management to ensure alignment going forward. With those clarifications, the Board asked staff to continue monitoring progress on the moss removal and to flag any tree-related items that might require formal arbor services before proposals are issued.

The Board continued its review of landscape performance and scope interpretation with RedTree. The Board Members referenced a recent incident involving a partially detached limb hanging at approximately shoulder height. Management confirmed the limb was ultimately cut and removed by in-house maintenance after the contractor submitted a \$150 proposal for the task. A Supervisor pointed to the contract's section on "trees and trunk care/aesthetic pruning" (as cited on page 14) and asked how that provision should apply to low, easily reachable hazards. The Contractor had previously explained that arboricultural work is treated as specialty service due to safety, technique, and insurance classifications; however, Board Members challenged why this particular item was not simply handled as routine debris removal given its low height and limited complexity. The exchange underscored the Board's expectation that minor, readily addressed safety issues be resolved within the base scope whenever consistent with the contract.

The Contractor's representative left at this point in the meeting.

## **2. Consideration of Proposals Cited in Landscape Maintenance Report**

❖ **Flush Cut & Remove (1) Dying Tree - Buckingham Shire Park - \$650**

❖ **Flush Cut (3) Dead Trees on the South Side of Mentmore - East of Sun Lake Blvd. - \$1,950**

❖ **Stake (2) Leaning Trees at Buckingham Shire Park - \$500**

❖ **Hardwood Elevation, Crown Thinning & Cleaning Proposal**

Following the representative's departure, the Board decided to table the remaining landscape proposals within the Landscape Maintenance Report.

Management clarified that two specific invoices had already been returned ("bounced") because no prior board approval existed: (a) an irrigation system repair invoice (noted around \$2,125) and (b) a separate charge for an irrigation mapping effort. Management also noted that routine, recurring monthly maintenance invoices had been paid, but any "additional services" must follow the board approval process.

Counsel summarized the framework: additional services require compliance with the District's purchasing and payment procedures. With respect to the mapping issue, supervisors recalled multiple prior discussions requesting an irrigation map but emphasized that no cost had ever been disclosed or authorized at the time of the request. The Board Members reiterated the consensus that the vendor proceeded without an approved price, later submitting an invoice more than 60 days after the fact. One Supervisor recalled that, at a previous meeting, the Board chose to table the matter until all Members were present; however, sentiment now coalesced that the map — requested and discussed with no mention of price — should not be billable at the amount presented, if billable at all. Several Supervisors voiced the view that the substantial sums already being paid for irrigation evaluation and repair should reasonably encompass the mapping necessary to perform that work. No motion was made; the board directed that payment on the disputed mapping invoice continue to be withheld pending further review.

Management also reported receiving an email from the Contractor suggesting that, if certain unpaid invoices were not approved, the company would "put it back to where it was," which the Board interpreted as a threat to undo repairs. The District Counsel asked that the email be forwarded immediately for legal review and advised that the Board should not speculate on potential future acts but confirmed that any deliberate damage to the District's systems could constitute actionable misconduct. The Board discussed whether to issue a notice placing the Contractor on formal warning regarding preservation of the District's property and adherence to scope and approvals. Counsel confirmed the agreement requires a 30-day notice to terminate and that the board may issue appropriate notices as warranted. Staff will circulate the referenced email to Counsel, and counsel will prepare a written notice reinforcing (a) no alteration or removal of completed work without authorization; (b) compliance with the approvals process; and (c) expectations for professional conduct on the District's property.

## **3. Status & Discussion of Irrigation Project**

The Board then stepped back to the broader irrigation program. The Supervisors expressed concern that charges have trended toward wholesale replacement rather than targeted repair, with costs already approaching roughly \$50,000 while less than half of the system has been addressed. Members contrasted the Contractor's recent assertions that "nothing" functioned with the prior vendor's last walkthrough, during which zones could be run (albeit manually), and with a recent finding that at least one valve had simply been turned off. The board also noted delays on Spanish moss removal and uneven attention to easement areas and dead saplings, reinforcing a perception that base maintenance is not

being performed consistently without supplemental charges. The Board stated it would continue to protect the District's interests, tighten control of extras, and ensure that any future scope is competitively priced and clearly defined.

The Chair returned briefly to the earlier tree replacement discussion to contextualize cost concerns. A Supervisor observed that a 30-gallon sweetgum (or maple) can be purchased retail for under \$200, underscoring why the preliminary estimate of approximately \$41,400 for twelve removals and replacements requires careful scoping and competitive quotes. The Board reaffirmed the prior direction to obtain multiple proposals with transparent unit pricing that separately delineate removal, stump/grind, irrigation adjustments (if any), and new planting with specified species and sizes.

#### **4. Discussion & Consideration of Irrigation Monthly Fiscal Allotment for Repairs**

Counsel requested clarification on a point from prior meetings: an additional \$10,000 not-to-exceed for irrigation repairs had been approved at one point, but Staff later instructed the vendor not to proceed pending a comprehensive estimate for project completion. Staff confirmed no work had been performed or billed against that second \$10,000 since the Board's subsequent direction to pause.

To close the loop formally, the Board took action to remove the unused authorization.

On a MOTION by Supervisor Griffin, SECONDED by Supervisor LaBarbera, WITH ALL IN FAVOR, the Board approved to RESCIND the second \$10,000 irrigation repairs allotment authorization for RedTree for the Concord Station Community Development District.

#### **5. Consideration for Approval: Invoices Not Previously Board Approved**

##### **❖ Invoice 30746 – Mapping Project - \$4,290**

The Invoice was not approved. The Supervisors reiterated that while a map had been requested and discussed at several meetings, the Vendor never disclosed a fee beforehand; the Board did not authorize the cost and would not approve the amount billed post hoc. No action was taken to pay the mapping invoice.

##### **❖ Invoice 31411 – Irrigation Repairs on 08.01.2025 - \$261.25**

The Board reviewed the invoice for completed field repairs (labor noted as four hours and a one-inch cap on a line near Umberland and Sunlake). While several Supervisors questioned the time required for a straightforward cap, they acknowledged the work was performed and opted to approve payment.

On a MOTION by Supervisor LaBabera, SECONDED by Supervisor Cisternas, WITH ALL IN FAVOR, the Board approved RedTree Invoice 31411 for Irrigation Repairs on 08.01.2025 in the total amount of \$261.25 for the Concord Station Community Development District.

#### **Broader irrigation rehabilitation strategy**

At approximately 8:00 p.m., the Board returned to the broader irrigation rehabilitation strategy. Members noted that the current vendor had not provided an end-to-end estimate and had instead requested funds in stages, citing evolving discoveries. The Board reaffirmed its direction from the prior meeting: obtain a clear picture of the system's condition and pursue competitive proposals for completion but avoid relying solely on a prospective bidder's assessment.

To that end, the Board asked Mr. Bryant, the Anchor Stone irrigation consultant, to work with Mr. Looknanan to independently re-walk the irrigation system — opening valve boxes, running zones, identifying which controllers are operating versus which rely on "hot hooks/nodes," and documenting non-functioning zones. Mr. Bryant advised that, although a pass-through was performed a few months ago, an updated survey could be conducted in one day (possibly two) and suggested a fee in the range of \$900 for the condition assessment. There was a discussion about whether to review only the unassessed remainder or to verify the entire system; the Board favored a comprehensive re-walk to establish a current baseline, understanding that verification could surface "onesie-twosie" defects even in previously worked areas.

Continuing without pause from the prior discussion on irrigation, the board formalized the independent assessment plan. At Staff's recommendation, the District will engage Anchor Stone (with consultant Mr. Bryant performing the work under Anchor Stone) to conduct a comprehensive, system-wide walk-through of all valve boxes and irrigation zones. Mr. Bryant will accompany Mr. Looknanan on site to verify functionality, identify any controllers operating via nodes ("hot hooks"), and document non-functioning zones and priority defects. The assessment will produce a concise, neutral matrix

suitable for soliciting competitive, itemized proposals. The Board emphasized its preference for recommendations and bids from firms not affiliated with the District's management vendors, and expressed interest in sourcing capable local companies where feasible. After inviting and receiving supportive public comment, the Board proceeded to action.

On a MOTION by Supervisor Griffin, SECONDED by Supervisor LaBabera, WITH ALL IN FAVOR, the Board approved Anchor Stone Management proposal for Mr. Bryant to perform a full irrigation condition assessment for NTE \$900 provided deliverable will include zone/valve status, presence of nodes, and prioritized deficiencies for the Concord Station Community Development District.

#### **D. District Counsel – Kilinski Van Wyk**

*The conferencing ability malfunctioned during this part of the Meeting.*

##### **1. Discussion of Rules & Procedure Update**

The Staff received the Board's direction to proceed with implementing changes to the Rules of Procedure for the District and to set public hearing on at a future meeting.

##### **2. Status Update on Letter to Resident with Bounce House**

The Counsel advised that the Letters have been sent out.

##### **3. Status Update on Letters to Residents with Encroachments**

Counsel noted that letters have been sent to homeowners along the drainage access easements advising that access must be restored and offering to coordinate practical solutions (e.g., adding or widening gates, removing obstructions). One property, 3232 Whitley Bay Court (mailing address 4290 Shrewberry Place), is subject to an existing encroachment easement agreement approved by a prior board. That agreement allowed a fence and other improvements within the easement but reserves the District's right to terminate and requires the owner to remove improvements if necessary for access. Counsel initially requested a formal vote to terminate the encroachment agreement to clear the way for access.

After discussion, the board elected to pursue a cooperative path before termination. Supervisors directed counsel and management to notify the owner that the District requires compliant access to the easement — to achieve the minimum clear width discussed by the board. The notice will invite the homeowner to work with staff on a modified license agreement..

##### **Walk-on Resolution Redesignating the Registered Agent**

The District Counsel presented a walk-on Resolution to redesignate the District's Registered Agent. She explained that the prior Agent of Record was former Counsel and recommended updating the designation to the current District Manager, Ms. Thibault with Anchor Stone, since most legal notices relate to billing and administrative matters handled by management. After inviting public comment (one Resident voiced support), the Board proceeded to action.

On a MOTION by Supervisor LaBabera, SECONDED by Supervisor Cisternas, WITH ALL IN FAVOR, the Board approved Resolution to appoint Ms. Thibault with Anchor Stone Management to be the District's Registered Agent for the Concord Station Community Development District.

##### **Personnel Policy Project**

Counsel then updated the Board on the personnel policy project. Mr. Looknanan reported that his draft is complete subject to several highlighted questions to be reviewed with Vice Chair Griffin. The agreed workflow is: Mr. Looknanan finalizes a working draft → Ms. Thibault adds management remarks → draft circulates to the Board for initial review → HR counsel, Mitchell Herring with Sniffen & Spellman, P.A., performs revisions and final legal polish on a not-to-exceed basis approved previously. Counsel will place the finalized version for consideration at the November meeting, incorporating any Board edits.

##### **HOA-related Matters**

When asked, Counsel stated she had not yet received documents expected from the HOA representative; Supervisor Cisternas indicated the HOA Manager believed materials had been sent and would follow up.

## Amenity Center Report

### Purchase Authority

The Amenity Manager asked for clarity on small-purchase authority to address urgent facility and grounds needs (e.g., replacement parts for the Waterford fountain, which he can install). The Board confirmed its prior intent that the Amenity Manager may make discretionary purchases up to \$1,000, and discussed separating expenditures into distinct categories: (1) clubhouse/amenity operations (e.g., consumables) and (2) maintenance/repairs (e.g., pumps, small parts), to avoid budget conflicts. Management reported the issuing bank had mailed a purchasing card in the user's name only (without the District's name), which caused delivery issues.

Regarding a credit card issued to the District, the Manager described repeated delivery failures because the issuing bank (SouthState) dispatched the card via FedEx addressed only to the user's personal name, which the office (and even a nearby bank branch) could not accept due to the required addressee signature match. The Board asked management to work directly with the bank's officer to (a) reissue the card showing the District's legal name with the Amenity Manager as authorized user, and (b) temporarily direct initial delivery to the clubhouse so Staff can sign and receive it, after which billing address details can be updated. Ms. Thibault stated she would call the bank regarding change of address.

Because immediate needs cannot wait for the card, the Board revisited short-term purchasing authority. The Amenity Manager confirmed he can complete the Waterford fountain repair and finish the monuments project if limited funds are made available now. After brief discussion, the Board authorized an interim advance sufficient for both maintenance and amenity programming.

Management was authorized to provide the Amenity Manager an immediate \$3,000 operating advance (comprised of up to \$2,000 for maintenance/repairs — including the Waterford fountain parts and remaining monument materials — and up to \$1,000 for amenities/events). This temporary arrangement remains in place until the District purchasing card is properly issued and received.

### Events and Communications

The Amenity Manager confirmed:

Shred Event: Saturday, October 18, 12:00–4:00 p.m.

Trunk-or-Treat: October 31 (Halloween). The clubhouse to be decorated; staff would distribute goodie bags. Residents who wish to decorate trunks would be assigned parking spaces. Sign-ups to date were low.

The Board requested a targeted email specifically inviting residents to register vehicles for Trunk-or-Treat (separate from general event notices) to boost participation.

Holiday Festivities: December 20 event to include a train and funnel cakes; Maddie will appear as the Grinch and her father as Santa. Members asked for a contingency plan in case volunteers become unavailable; staff will coordinate with the vendor for backup performers. (A light-hearted request for a "Festivus pole" was noted without action.)

### Basketball Court Resurfacing.

The District has paid \$11,150; the remaining \$3,000 balance is outstanding. A letter was sent in accordance with Florida's Prompt Payment Law to the contractor.

### Monument Upgrades.

Concrete and painting are complete for all monuments west of the clubhouse; lighting is installed on all but the monument across the street. Drexel columns are poured and partially painted; trim and lighting installation will follow. Work began at the Enclave (rafters and prep). The Board acknowledged the visible "capping" and repainting work looks good.

### Access Control/Electrical (ECS) – Lightning Repairs.

Following earlier lightning damage affecting tennis, basketball, and playground readers and exit buttons, ECS has installed four surge protectors (with battery backup capability). Two legacy surge units had been removed at some point and replaced with consumer-grade strips prior to current staff; ECS disclaimed involvement with that change. ECS's contract documents (returned earlier in the week) were presented for execution; the Chair signed to proceed. Staff will

coordinate any related fence and conduit corrections with the fence installer, who has been called back to address workmanship concerns impacting wiring.

The Amenity Manager briefed the Board on access-control damage discovered at the playground fence line. He reported that when the fence installer last worked on-site, one reader post was cut off with wiring left on the ground and two additional posts were severed with wiring left exposed. ECS inspected the area the prior Thursday and will submit an estimate to restore the posts, readers, and associated wiring. The fence company's field representative (not the owner) acknowledged the issue but stated reimbursement would require the District to present the repair estimate first; no commitment to pay was made. The Board directed staff to obtain ECS's written estimate.

While reviewing ECS's contract package at the dais, the Chair noted a clause had been struck out in red — specifically, the warranty language stating labor/workmanship for one year and parts for three years. Counsel asked to review that change before execution and recommended holding signature on that document until she confirms acceptable warranty terms; related restoration work can be handled via a separate change order if needed.

**On facilities status**, the Amenity Manager confirmed the Waterford fountain pump itself is operational; the failure is with the lights, which he will replace so the unit can be reinstalled. He also acknowledged the Board's prior discussion of the playground fence and will coordinate any impacts with the access-control repairs.

Turning to **forward planning**, the Board considered several "vision list" items for the coming budget cycle:

**Pool furniture refresh.** The Amenity Manager referenced a past conversation noting ~\$58,000 as a rough placeholder for indoor and outdoor furniture; the Board clarified no approval was ever granted and asked that the item be placed on the Vision Projects List for future consideration, including options for re-strapping where frames are sound to reduce cost.

**Splash pad surface repainting.** Staff will bring options; preliminary expectation is on the order of \$3,000–\$4,000 for coating the deck surface.

**Area lighting** (tennis, basketball, pool/playground). The Supervisors reaffirmed prior guidance to explore lighting that aligns with amenity center hours (not overnight), with access controlled by the gate readers, and to consider solar solutions where appropriate. The item remains on the wish list for scoping and costing; community noise impacts during late evening must be mitigated.

**Pool plaster spot repair.** Amenity Manager stated per his research the main pool was replastered in 2020 and a typical life was 7–12 years. A small delamination (~12" x 12") was noted. The Amenity Manager outlined an in-place repair method using a temporary in-water cover to isolate and patch the area without draining the pool, planned for the winter low-use period. The Board asked staff to verify any insurance or warranty implications and ensure proper materials and procedures; if feasible, the patch may be done in-house at minimal cost.

At this time, the District Manager updated the Board on the **insurance items**:

Insurance claim (access system lightning). The insurer is reviewing the claim; vendor statements regarding lightning impact have been submitted. Photos are challenging given the nature of internal damage, but potential recovery could be ~\$16,000. Staff will continue to shepherd the claim and report back.

**Pool service agreement.**

Records reflect an original 2016 contract with annual renewal by written agreement; subsequent renewals are unclear. A vendor-signed 2023 form was located, but no District signature appears, and certain statutory provisions are outdated. Counsel recommended issuing an updated, current-form agreement (mirroring the approach being taken with Stantec) to ensure compliance with public records and other legal requirements, and then fully executing it. In parallel, the Amenity Manager noted the vendor proactively repaired the splash pad pump at no charge but the main pool pump replacement remains pending.

The Supervisors emphasized the pool is presently operating on one pump and asked whether the vendor could proceed with the previously authorized pump repair while the contract update is being finalized. Counsel confirmed that an Additional Services Order (ASO) for the specific repair may be executed immediately and performed under the parties' working relationship, with the comprehensive services agreement to follow on the District's updated form.

Direction: Proceed now with a signed ASO to replace the failed pump; Counsel to deliver a refreshed, District-form pool services agreement for full execution the following week.

*Following are the Agenda items which were heard out of order.*

### **1. Presentation of SwimKids Contract**

This and the following items were reviewed outside of order at the start of the Meeting. At the Chair's suggestion, and without objection, the agenda was reordered to take up amenity center items and vendor presentations ahead of routine reports, consistent with prior practice to minimize wait times for guest presenters. Items related to swim instruction (including "Manda's Minnows" and the SwimKids USA contract) were advanced.

The Board then heard from two prospective swim lesson providers.

First, the founder of SwimKids USA, the company that has previously operated in multiple nearby communities, outlined a program of children's swim lessons structured around resident demand. He explained that the standard model is to offer morning classes—both weekday and weekend options — to accommodate family schedules and favorable weather conditions. Class format is small-group, limited to five children per 30-minute session with a single instructor, separated by 10-minute breaks to manage transition and crowding. The company marks off a modest area in the shallow end, typically near the first table and ladder, using cones and a small "lessons in progress" sign; upper-level stroke work occasionally uses a lane across the shallow area. He emphasized that at any given time only one instructor and one class would be present, and that historically pool use at that hour has been light.

On access and enrollment, he described a resident-first pre-registration window; any remaining spots may then be made available to non-residents, a practice coordinated across several area communities to help families find age-appropriate classes if a given session fills. He stated that non-residents are admitted solely as guests for the duration of their scheduled lesson. With respect to facility compensation, he proposed a flat \$500 fee to the District for the season, noting that some communities waive fees while others charge similarly.

Supervisor Cisternas asked for clarification on volume, scheduling, and potential impact during peak summer use. The presenter reiterated that operations would be limited to mornings, with one class at a time and total daily throughput dependent on demand (e.g., sequential half-hour blocks). He added that signage, spacing, and timing are designed to minimize interference with general swim.

### **2. Presentation of Manda's Minnows Swim Lessons**

A second presenter, Ms. Shapiro, an on-site resident who operates a one-on-one instruction program and employs another resident, addressed the Board next. She noted she currently serves approximately 35 Concord Station families and sought permission to continue lessons at the community pool in a limited weekly cadence. Her model consists entirely of private 15-minute lessons, up to three students concurrently (i.e., three instructors/three students), and she expressed flexibility on days, indicating a preference for two fixed weekdays (e.g., Monday/Wednesday) in response to the board's prior concerns about daily operations. She emphasized the benefits to resident families of receiving instruction within their own community.

Chairwoman referenced feedback gathered from a neighboring community (Ballantrae) regarding swim lesson program, specifically concerns about crowding, increased foot traffic, lingering after lessons, and noise (including reports of persistent "screamers"). In response, Ms. Shapiro stated that the program does not run group formats beyond five-student classes and that, in recent seasons, the most seen was 27 total students in a day across multiple instructors, not concurrently. She added that their participant agreement requires families to depart promptly after lessons and that while occasional distress is not uncommon for new swimmers, continuous screaming throughout lessons is atypical and addressed by instructors to calm students quickly. She also explained that at another venue, the company relocated its lesson area upon request to address space concerns.

Board discussion then focused on policy considerations for Concord Station: the high demand for pool space during summer, the advisability of inviting non-residents for any program, the practicality of enforcing timely exit of guests, fairness to the broader resident body, and the precedent that approving one business could set for other resident-run enterprises seeking similar access. Vice Chair voiced genuine ambivalence — expressing support for resident services on the one hand and, on the other, concern about dedicating public amenities to private commercial use during peak periods.

Chairwoman also raised a question about past facility fee payments at another community. Ms. Shapiro explained there had been an extended period years prior when a site contact directed the company not to remit separate fees, asserting that facility use and care were being handled; he indicated that arrangements later transitioned under different management. No further determination on that historical matter was sought by the Board at this time.

No motions were offered during this segment. The Board took both presentations under advisement, noting the need to balance resident demand for lessons with equitable access to the pool, potential limitations on days/times, enrollment priority for residents, clear guest departure rules, and any appropriate facility fee or permit structure. The Chair indicated the board would revisit specific terms and next steps under the amenity center report as the meeting continued.

#### **Further deliberations on swim lessons**

The Board Members expressed mixed views. On the one hand, Supervisor Cisternas recognized Resident demand and the convenience of on-site lessons, particularly for families balancing work and childcare. On the other, the Supervisor cited concerns about crowding, noise during daytime hours valued by shift workers, the precedent of opening amenities to private commercial activity, and reports from a nearby community (Ballantrae) of dissatisfaction with a resident-run program there. The Supervisor outlined a possible compromise should the Board wish to proceed: limit lessons to no more than two weekdays per week, avoid weekends due to heavy Resident use in summer, and strictly enforce Resident-first enrollment. She noted that, while lessons can benefit safety and skills, more scheduled activity increases the risk of pool incidents and the operational burden when closures are required.

Another Supervisor stated he did not favor turning community amenities into venues for private business generally and reported direct Resident feedback urging against authorizing any program; however, he said he would defer to the will of the Board if a narrow program was adopted. The Chair added that prior experience with SwimKids and reviews from other Districts Board Members had not generated complaints to the Board's knowledge.

Staff confirmed that the earlier SwimKids agreement approved by a prior Board was never fully executed and has expired; SwimKids has submitted a new proposal for the upcoming season. The SwimKids representative summarized their model: a curriculum built around 16-class sessions, typically Monday–Thursday morning blocks for June and July, and weekend sessions June–September to accommodate dual-income households; Resident pre-registration to prioritize Concord Station families; small classes with controlled throughput; and a site plan that minimally impacts pool space. He argued that on-site instruction promotes safety (drowning risk reduction) and supports Residents who would otherwise travel to other communities.

The Resident provider (Mandy's Minnows) reiterated her willingness, as a Concord Station Resident, to limit operations to two days per week, operate entirely one-on-one lessons with at most three students at a time, and invite the Board to observe classes to see the program's footprint and management firsthand. She addressed the Ballantrae comments as unrepresentative of her broader track record and asked for an opportunity to prove the model here under tight constraints.

Counsel reminded all parties that any authorization would require the District's license agreement and participant waivers, with insurance/indemnity and scheduling controls drafted in District form, regardless of the provider.

No motion was made in this segment. The Board took the input under advisement, noting the following decision points to resolve when the item returns: whether to authorize any lessons at all; if so, provider selection; days/times (with a strong leaning away from weekends and toward a maximum of two weekdays); resident-first enrollment with strict guest exit rules; class size/footprint limitations; fee structure (e.g., a facility use fee); and standardized legal/insurance terms and enforcement mechanisms. The Chair indicated the Board would revisit the matter after drafting specific terms consistent with the District's amenity policies.

The Board concluded its deliberation on swim-instruction programming. After restating that the Board's charge is to serve the entire community rather than niche interests, Supervisor Cisternas noted they had not seen wide Resident interest for lessons at the District pool and remained sensitive to concerns about crowding, noise during daytime hours prized by shift workers, and the precedent of permitting commercial activity at public amenities. At Counsel's suggestion for efficiency, the Chair called for a straight up-or-down vote on whether to entertain swim lessons at all. The vote was taken individually: Supervisor LaBarbera voted yes; three Supervisors, including Supervisor Wagner remotely, voted no. With the majority opposed, the matter ended without further action and both presenters were thanked for their time.

### **3. Consideration of Annual Invoice for Poop 911 – 22 Stations - \$7,979.40. Includes 3,200 Bags**



Ms. Thibault presented the annual renewal from Poop 911 for twenty-two pet-waste stations (including 3,200 bags). The annual prepayment price of \$7,979.40 aligns with the budget and is lower than the month-to-month option (approximately \$8,800). Counsel advised that the District's standard agreement with this vendor — used at other districts — includes light maintenance provisions and recommended updating Concord Station's paperwork accordingly, particularly since the last agreement on file (2021) auto-renewed when the District later expanded to twenty-two stations. The Board approved proceeding on the annual basis and directed Counsel to put the service under the District's current-form contract, with an emphasis on appearance upkeep and minor maintenance.

On a MOTION by Supervisor LaBabera, SECONDED by Supervisor Griffin, WITH ALL IN FAVOR, the Board approved Annual Invoice for Poop 911 for 22 Stations for \$7,979.40, which includes 3200 Bags, for the Concord Station Community Development District.

#### **E. District Manager**

##### **1. Status of Sales Tax Reimbursement**

Under the previously executed power of attorney, a refund claim has been submitted to the Florida Department of Revenue for Duke Energy sales tax overpayments. Separately, the DOR has assessed \$2,157.28 in late charges and interest stemming from a lapse in sales tax remittances on rentals earlier in the year and prior year. The Board Members requested that the late fees charges be sent to Breeze, the prior Management Company. Questioned by the Chairwoman regarding Breeze's prior delay in issuing 1099s, Ms. Thibault reported that no IRS notice of penalty has been received to date.

The Board revisited streetlight billing accuracy with Duke Energy. Management is working to compile an inventory audit of fixtures and accounts — using pole numbers and field verification — to confirm that billed assets belong to the District. The Amenity Manager will assist with on-the-ground verification, and Management will report back at the next meeting with findings and recommended corrections.

##### **2. Tot Lot HOA Question – does the Board prefer Bahia or St. Augustine**

This item was heard during the District Counsel section being brought up as part of the HOA-related matters update.

Supervisors reiterated prior direction: the District prefers St. Augustine sod, not Bahia, within the entire tot lot parcel (both the previously fenced pad and immediately surrounding areas within that parcel) for a uniform surface. The Board underscored that irrigation must be restored and operable before any sod installation; the District will not accept turnover until irrigation and turf are complete and healthy. Members noted RedTree's past budgetary concepts (~\$24,000 including irrigation work) and encouraged the HOA to obtain multiple competitive quotes—ideally from additional firms beyond RedTree — given past high pricing. Artificial turf was rejected as inconsistent with community standards. Management will advise the HOA that the Board's preference is St. Augustine throughout the tot lot parcel, that irrigation rehabilitation is a prerequisite, and that multiple bids are recommended; acceptance will follow only after completion to District standards. Existing shade trees at the site may remain as indicated by the HOA's survey of nearby residents, which favored an open play field (not a dog park).

#### **IV. Administrative Items**

##### **A. Consideration for Acceptance of the August Unaudited Financial Report**

The Board accepted the financial reports, noting that August actuals show the District tracking within budget.

On a MOTION by Supervisor Griffin, SECONDED by Supervisor LaBabera, WITH ALL IN FAVOR, the Board approved the August Unaudited Financial Report for the Concord Station Community Development District.

##### **B. Consideration for Approval – The Minutes of the Concord Station Regular Meeting of the Board of Supervisors Held on September 11, 2025**

The Minutes for the September 11, 2025 meeting were reviewed and approved with targeted clarifications: attribution of HOA process background to Supervisor Cisternas in the drainage easement discussion; reframing a statement about irrigation water at the tot lot as information relayed at the meeting rather than a documented fact at the time; and specifying that HR Counsel — not District Counsel — would make revisions to the employee handbook, consistent with prior direction. With those edits, the Minutes were approved unanimously.

On a MOTION by Chairwoman LaBabera, SECONDED by Supervisor Cisternas, WITH ALL IN FAVOR, the Board approved The Minutes of the Concord Station Regular Meeting of the Board of Supervisors Held on September 11, 2025 for the Concord Station Community Development District.

**V. Audience Comments – New Business** (limited to 3 minutes per individual)

The Board Members returned to landscape services and anticipated vendor relations. The Board directed Counsel and Management to begin preparing a competitive solicitation for landscape and irrigation services. Counsel explained the existing contract's notice framework (90 days' notice by the Vendor; 30 days by the District), and emphasized that issuing an RFP does not itself terminate the current agreement. To keep momentum, legal will circulate the draft RFP package in advance of the next agenda where possible; scope will be built collaboratively with the Management, the Field team, and Mr. Bryant's technical input so that deficiencies and performance standards are clearly defined. The Board expects a robust, detailed scope document and intends to proceed swiftly through the procurement process.

The Board Members emphasized that the new scope must be explicit and enforceable, detailing baseline and frequency standards for: tree care (including Spanish moss management), conservation area edge clearing and setback maintenance, palm "unbooting," and attention to historically neglected segments (e.g., the short tract between the apartments and the Enclave). The Board asked that each task be mapped to locations, intervals, and acceptance criteria so performance can be measured. The Management will also correct the District's website to remove outdated vendor references (e.g., Yellowstone listed as the "service area") to avoid confusion.

**VI. Supervisors' Requests**

Chairwoman LaBarbera placed on the record her disagreement with a prior decision to lift a Resident's amenity privileges suspension, noting that had she been present, she would have voted to keep the suspension in place.

The Board acknowledged the Sheriff's Office off-duty deputy contract ended September 30. Since then, per Chairwoman, regular zone patrols in the community were observed. While the HOA separately engages deputies, the Board saw no present need to reinstate a District-funded detail.

Vice Chair Griffin announced that at the upcoming election period, he does not intend to seek another term, citing the personal toll of persistent negativity despite his commitment to the community's best interests. Supervisor Cisternas expressed appreciation for his service and wish for the Vice Chair to reconsider.

Supervisor Cisternas also expressed comments during the RedTree presentation.

Supervisor Wagner referenced audio malfunction and no ability to listen to the part of the Meeting when the matter occurred.

Separately, Supervisor Wagner requested legal guidance on Florida's open-carry/constitutional carry landscape as it pertains to District property and amenity rules. The Counsel reported the firm is preparing a memorandum for the Districts and attending the insurance carrier's briefing on the 22nd of the month; a written update and recommendations will be brought to the next Board meeting.

**VII. Adjournment**

With no further business, a motion to adjourn was made and seconded. Hearing no objection, Ms. Thibault declared the meeting adjourned.

On a MOTION by Supervisor Griffin, SECONDED by Supervisor Cisternas, WITH ALL IN FAVOR, the Board adjourned the Meeting for the Concord Station Community Development District.

*~Any individual who wishes to appeal a decision made by the Board with respect to any matter considered at this meeting is hereby advised that they may be responsible for ensuring that a verbatim record of the proceedings is made, including all testimony and evidence upon which the appeal is based.~*

The meeting minutes were approved by a vote of the Board of Supervisors during a publicly noticed meeting held on \_\_\_\_\_, 2025.

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**Signature**

\_\_\_\_\_  
**Printed Name** ☐ Secretary ☐ Assistant Secretary

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

\_\_\_\_\_  
**Printed Name** ☐ Chairman ☐ Vice Chairman

**EXHIBIT 16**

**RETURN TO AGENDA**

**MINUTES OF 11/13/2025 REGULAR MEETING  
CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of the Concord Station Community Development District was held Thursday, November 13, 2025 at 6:30 p.m. at the Concord Station Amenity Center, 18636 Mentmore Blvd., Land O'Lakes, Florida 34638. The public was able to listen and/or participate in-person or live via Teams conference.

**I. Call to Order / Roll Call**

The meeting was called to order by Ms. Lyalina. Roll was called and a quorum was confirmed with the following Supervisors present:

Jessica LaBarbera.....	Board of Supervisors, Chairwoman
Randall Griffin .....	Board of Supervisors, Vice Chairman
Fred Berdeguez .....	Board of Supervisors, Assistant Secretary
Kevin Wagner .....	Board of Supervisors, Assistant Secretary
Marcela Cisternas.....	Board of Supervisors, Assistant Secretary

Also present were:

Anna Lyalina.....	District Management, Anchor Stone Management
Mark Looknanan, Jr. ....	Amenity Manager, Concord Station CDD
Lindsay A. Moczynski .....	District Counsel, Kilinski Van Wyk
Greg Woodcock.....	Project Manager, Stantec
Mariam Gabuzyan.....	Customer Support, Anchor Stone Management

**Opening Remarks and Attendance Notes**

The meeting was called to order by Ms. Lyalina at 6:41P.M... on November 13. Present were Chairwoman LaBarbera, Vice Chair Griffin, Supervisor Cisternas, Supervisor Wagner, and Supervisor Berdeguez.

**II. Audience Comments – Agenda Items (limited to 3 minutes per individual)**

A resident addressed the Board regarding ongoing concerns with vegetation encroachment from the conservation area located behind several homes. The resident explained that the overgrowth had begun to overtake his fence and that two of his neighbors were experiencing similar issues. He noted that he had previously contacted a landscaping contractor who informed him that work within the conservation area could not be performed by residents and must instead be brought before the CDD. The HOA had also advised him that such matters fall under the CDD's responsibility, prompting his attendance at the meeting.

The resident further described that certain trees within the conservation area were leaning toward private property and that one tree in particular appeared to be failing structurally. He sought clarification on whether residents were permitted to trim or remove vegetation that extended over their property lines and asked what procedures should be followed when conservation-area trees pose a risk or physically encroach onto private yards.

Chairwoman LaBarbera provided initial clarification on the distinction between HOA and CDD responsibilities, explaining that the HOA governs issues related to a homeowner's private property, while the CDD oversees areas owned and maintained by the CDD. She stated that the District would need to confirm whether the trees located fall under CDD governance.

Ms. Lyalina added that conservation areas within District boundaries are generally maintained by the CDD's landscape contractor; however, it would first need to be confirmed whether the specific tract behind the resident's home is an area the District is responsible for maintaining. Chairwoman LaBarbera further clarified that residents may trim vegetation that crosses over their property line but may not take action inside the conservation area beyond their fence.

The resident reiterated that multiple homes in the vicinity were affected. District Counsel advised the resident to send his name and address to either the District office or to Maintenance Manager Mr. Looknanan so that staff could review the area and determine ownership and maintenance responsibility. Mr. Looknanan noted that he had previously visited the location but was unable to physically access the conservation area due to dense vegetation, and that RedTree Landscape could not access the site either.

District Counsel emphasized that a determination could not be made during the meeting and that further review was required. Chairwoman LaBarbera inquired whether the conservation area was associated with a pond or other water management tract; the resident stated that the area was heavily overgrown and that he was unsure. Mr. Looknanan reviewed the District map with the Board, confirming that the home is located near Wetland W1 but not directly adjacent to a pond.

The resident asked whether his neighbors should also submit emails. Chairwoman LaBarbera responded that the Board should be able to determine the issue without each resident attending individually, once the site evaluation is completed.

The Board discussed the appropriate next steps. Supervisor Griffin asked what expectations the Board should provide the resident, noting that the matter should not be left open-ended. Supervisor Wagner stated that staff would return at the next meeting with a determination regarding whether the CDD is able to perform any work in the area and what, if anything, the resident may do on his own property. The resident agreed and added that his neighbors were more concerned than he was.

. The Board thanked the resident for attending, after which he departed the meeting.

Chairwoman LaBarbera cautioned that doing so would require the District to provide similar service for all residents with comparable conservation encroachment issues, which could create ongoing financial and operational burdens.

Mr. Looknanan informed the Board that this issue was one of his scheduled agenda items, noting that several other residents—including homeowners near the Longwood and Snowdonia monuments—had reported similar concerns about trees overgrowing into private property or community monuments. Chairwoman LaBarbera distinguished between trees located within conservation areas and those on CDD-owned parcels, explaining that trees situated on CDD property should be maintained by the landscape contractor. She clarified that trimming on CDD-owned parcels, including around monuments, falls within the District's responsibility, provided the work is not within a wetland setback.

The Board discussed the specific location of the oak tree near the Longwood monument and confirmed that, because it is on CDD property and not within a conservation tract, the CDD's contractor should be maintaining it. Supervisors expressed no objections to performing necessary trimming in such areas. District Counsel recommended that any future resident complaints of this nature be forwarded with the property address so staff can confirm whether the vegetation is within a wetland or protected tract before authorizing work.

### **III. Professional Vendor Presentations**

#### **A. District Engineering Report – Stantec Project Engineer Greg Woodcock**

Ms. Lyalina introduced Item 3 on the agenda, noting that the first presentation was scheduled for Stantec Project Engineer, Mr. Woodcock.

Before proceeding, District Counsel addressed the Board to place a statement on the record. She noted that, although vendor presentations were listed on the agenda, no outside vendors were physically present at the meeting, and it was unclear whether any were attending virtually. In light of this, District Counsel advised the Board to be mindful during any upcoming discussions that may relate to vendor performance or vendor responsibilities. She emphasized the importance of ensuring that all comments remain factual, non-speculative, and free of personal characterization, in order to preserve a clean and accurate public record.

District Counsel further explained that, since Ms. Lyalina was still familiarizing herself with certain District processes, she requested the Board's permission to assist during the meeting as needed. This assistance would include procedural guidance, support with motions, and clarification of issues that may arise throughout the agenda. After a brief discussion, the Board agreed to the request and expressed appreciation to District Counsel for offering her support.

### **1. Status and Discussion of Ditch Project & Hurricane Reimbursement**

Mr. Woodcock began his presentation with an update on the status of the ditch project and the potential for hurricane-related reimbursement. He explained that his team had reviewed the site earlier in the year, visiting in March, and while the damage appeared consistent with impacts from the hurricane, there was no definitive documentation showing the condition of the area immediately before and immediately after the storm. He noted that the engineering report could state that the damage was likely hurricane-related, but without photographic or time-stamped evidence, the District could not state with certainty that the condition did not preexist the storm. He added that the cost of the repairs was substantial, estimating the deductible at approximately \$10,000, with total costs approaching \$70,000.

Supervisor Griffin remarked that, despite the uncertainty, it would still be worthwhile for the District to submit the insurance claim.

Supervisor Cisternas asked what type of proof would be required to demonstrate that the damage had not been present prior to the hurricane. Mr. Woodcock responded that even one or two photographs would be sufficient. Supervisor Cisternas noted that a resident in the community regularly flies a drone and has recorded aerial footage both before and after the hurricane. She stated that she would attempt to determine whether the resident captured video of the affected area and would follow up if such footage is available.

Mr. Woodcock agreed that this would be very helpful and confirmed that he would coordinate with District Management regarding next steps. Supervisor Cisternas clarified that the discussion pertained to the ditch located directly across from the clubhouse.

### **2. Consideration for Approval – Finn Outdoor Extra Work**

The Board reviewed the proposal identified as Exhibit 1B, representing additional work previously completed by the contractor. Mr. Woodcock explained that during the project, the contractor performed an additional 50 feet of brick-wrap work that had not originally been included in the approved scope. The contractor's project manager initially believed that the extra work was authorized; however, the contractor later determined that the work should have been billed separately.

Mr. Woodcock stated that he informed the contractor that he did not feel comfortable bringing the full cost of the additional work back to the Board because the misunderstanding originated on the contractor's side. As a result, the contractor reduced the amount by one-third and submitted a revised proposal in the amount of \$5,350, which was provided as Exhibit 1B for Board consideration.

The Board discussed the completed work and confirmed that Projects 1, 2, and 3 referenced in the exhibit had all been finished. Project 1 involved cutting and removing overgrown vegetation within five feet of the top of the wall, and then Mr. Woodcock confirmed that this work had been completed as described.

Following discussion, the Board proceeded with action on the item.

On a MOTION by Chairwoman LaBarbera, SECONDED by Supervisor Wagner, WITH ALL IN FAVOR, the Board approved the Finn Outdoor Extra Work for amount of \$5,350, for the Concord Station Community Development District.

### **3. Discussion of Seal Coating Clubhouse Parking Lot & Pot Hole Repair Proposal**

The Board reviewed the proposal for seal coating the clubhouse parking lot and repairing existing potholes. The proposal, submitted by ADS, reflected a total estimated cost of \$18,875. Mr. Woodcock was asked to confirm whether crack filling was included in the proposal as part of the pre-seal preparation work.

A detailed discussion followed regarding budget availability. Supervisor Cisternas questioned that if the project were approved during the current fiscal period, the expenditure would need to come from reserves, as this item was not allocated within the existing operating budget. It was noted that while the seal coating would improve the appearance and condition of the lot, the Board needed to consider budgetary constraints before moving forward. Several Supervisors discussed the option of postponing the full seal coat until 2027, aligning with the long-term resurfacing plan previously outlined for the property. The Board noted that in 2027 the District would already be budgeting for milling and resurfacing, and performing a full seal coat now only to resurface in two years might not be financially efficient.

The Supervisors also discussed the immediate need to address the potholes, which had been estimated in previous conversations at approximately \$4,000 for repairs. Some Board members suggested completing only the pothole repairs at this time and deferring the larger seal coating portion until the appropriate budget year. Supervisor Wagner noted that they were awaiting the fund balance rollover at fiscal year-end, and the final amount had not yet been confirmed. The rollover could potentially support the project if sufficient funds became available. Given the uncertainty, several Supervisors recommended tabling the decision until the next meeting, when final fund balance information would be available.

The Board also discussed capital improvement funds previously allocated for 2025 projects. Chairwoman noted that \$50,000 had been budgeted for monument work, which was not fully spent, and that the tennis and basketball court improvements had come in under budget as well. These unspent amounts might serve as an offset for the parking lot improvements, although staff reminded the Board that any reallocation must follow the appropriate financial procedures.

Mr. Woodcock provided technical input regarding the useful life of the pavement, explaining that a seal coat could extend the asphalt lifespan by approximately five years, and that resealing five years later could provide additional protection, potentially delaying large-scale resurfacing. Board members agreed that receiving additional pricing would be beneficial. Staff was directed to obtain additional bids for comparison with the ADS proposal and to request that vendors separate pricing for pothole repair from the seal coat work, enabling the Board to evaluate each scope individually.

Following discussion, the Board agreed to defer action until the next meeting, pending:

- Confirmation from Mr. Woodcock regarding whether crack filling is included in the ADS proposal.
- Receipt of additional bids.
- Budget verification from Ms. Thibault.
- Finalization of the fund balance rollover.

No motion was made at this time. This item was tabled until the next meeting pending receipt of additional bids, budget verification, and confirmation of the proposal details.

#### **4. Discussion & Consideration of Tree Replacement Project Proposal**

##### **❖ Steadfast – Tree Removal - \$14,650 and Tree Plantings - \$5,870**

The Board discussed the Tree Replacement Project and reviewed a proposal received from Steadfast. Mr. Woodcock reported that Steadfast had submitted pricing in the amount of \$14,650 for tree removals and \$5,870 for planting replacement trees. He noted that this proposal covered removal and replacement of a group of trees along a section of the community boundary.

During the discussion, the Board confirmed that there are approximately twelve (12) existing trees in that area. It was noted that a previous proposal from RedTree for a similar scope of work had been significantly higher, at approximately \$41,400, and that the Steadfast pricing represented a substantially lower alternative. Board members questioned whether removal of all twelve trees was justified. The original concern had been raised by a homeowner living on the corner lot, who reported that tree roots from several nearby trees were impacting his property, including the area around a hot tub. Supervisors



168 discussed whether the reported damage was limited to a small number of trees or whether the entire line of trees was  
169 contributing to problems.

170 Mr. Woodcock explained that he had contacted Arborist Abroad, a firm he has used in other communities, to obtain  
171 an independent assessment and proposal for the removals. The arborist visited the site, knocked on the residents' doors, and  
172 asked to be shown any visible damage. According to the arborist, only the corner property owner was able to demonstrate  
173 credible root-related damage; no conclusive evidence of damage was observed for the other homes along the same line of  
174 trees. Mr. Woodcock further advised that certain tree removal would require County permitting, and that the County typically  
175 requires proof of damage or justification before authorizing removals, particularly when healthy trees are involved. He noted  
176 that, based on the arborist's feedback, the County would likely request documentation of damage, and that it might be difficult  
177 to justify removing all twelve trees if only a limited number are currently affecting private property.

178 Several Supervisors expressed concern about removing all twelve trees when only a subset—primarily those adjacent  
179 to the complaining homeowner—appeared to be causing issues. They pointed out that many of the trees face the street or  
180 common areas rather than private lots and that the trees were originally installed to create a screening buffer along the fence  
181 line. The consensus emerged that it would be more appropriate to focus on the specific trees causing documented impact  
182 rather than clear an entire row. After further discussion, the Board agreed that the District should proceed by targeting only  
183 the problem trees. The general direction from the Board was to remove approximately three (3) trees at the corner property  
184 where root damage had been reported, and to consider removing up to two (2) additional trees only if there is clear evidence  
185 of damage or if future complaints are substantiated.

186 The Board then considered the replacement component of the project. Mr. Woodcock explained that the initial concept  
187 had contemplated installing twelve new trees in alternating positions to maintain the visual buffer. In light of the revised  
188 approach, he recommended that replacement trees be limited to the number of removals and that more suitable species be  
189 selected. He suggested alternatives such as magnolias and maples, noting that their root systems are generally less aggressive  
190 than oak trees and may pose a lower risk of future structural damage.

191 The Board discussed placement of any new trees in relation to existing power lines and fences. Mr. Woodcock advised  
192 that new plantings should be set back farther from both the fence and the overhead utilities to reduce conflicts. He also noted  
193 that certain species may require annual pruning to maintain desired shape and clearance, and that this should be considered  
194 when selecting replacement trees. Given that only one proposal had been received at this time, the Board directed staff to  
195 obtain additional quotes before moving forward. Mr. Woodcock stated that he would work to secure a revised proposal from  
196 Steadfast reflecting the reduced scope (removal and replacement of only the affected trees) and would also seek at least two  
197 additional proposals from other qualified tree contractors.

198 Maintenance Manager Mr. Looknanan agreed to "own" the coordination of the project operationally and to pursue  
199 additional local vendors, while ensuring that any chosen contractor has the appropriate insurance and credentials to work for  
200 the District. Mr. Woodcock noted that he would forward any proposals he receives to Mr. Looknanan and requested that all  
201 proposals and estimates be copied to Ms. Thibault for recordkeeping and budget review.

202 The Board concluded that no formal action would be taken until all revised and comparative proposals are received  
203 and reviewed. This item was tabled until a future meeting pending receipt of revised scope and pricing from Steadfast,  
204 additional competitive proposals, and confirmation of any documented property damage and permitting requirements.

## 205 **B. Solitude Lake Management**

### 206 **1. Waterway Inspection Report**

207 The Board reviewed the Waterway Inspection Report provided by Solitude Lake Management. As the vendor was not  
208 present and no Supervisors had questions or comments, no further discussion occurred on this item.

## 209 **C. Red Tree Landscape Maintenance**

### 210 **1. Landscape Maintenance & Irrigation Report**

The Board reviewed the Landscape Maintenance & Irrigation Report provided by RedTree. Ms. Lyalina pointed out that RedTree recently included a site visit summary of the irrigation system and controllers, along with a newly provided irrigation controller checklist. Several Supervisors commented that they had never seen this level of detail from RedTree before, and that the inclusion of system-specific information was helpful for oversight.

Mr. Looknanan explained that last month he had reviewed the RedTree contract and identified a section requiring monthly irrigation reports. Upon discovering that the Board had not been receiving these, he asked Ms. Thibault whether any had been submitted. Shortly afterward, multiple backdated irrigation reports—ranging from April through September—were sent to the District. Mr. Looknanan discussed the usefulness of these reports, noting that they provide specific operational data, such as which valves and stations were activated, which zones failed to open, and where straightened heads or nozzle changes were completed. Several Supervisors expressed that these detailed technical logs would help diagnose recurring issues in areas like Mentmore, rather than relying on general verbal statements from the vendor.

However, Supervisors also pointed out that some report pages referenced “see back for notes,” but no backside pages were included. The Board was unsure whether the missing pages had not been scanned or whether RedTree did not supply them. The Board requested confirmation on this point.

In response, District Counsel recommended that management confirm that any double-sided reports are properly scanned and forwarded. The Board then formally requested that Ms. Thibault receive and distribute copies of all irrigation reports no later than next Monday, ensuring the Board has the full documentation ahead of the next meeting.

Additionally, the Board requested that beginning with the next cycle, RedTree must:

- Provide the monthly report earlier, prior to agenda publication;
- Include the backside pages or any supporting documentation that the checklist refers to;
- Ensure reports are complete, consistent, and usable for comparison month-over-month.

No further discussion occurred on this item.

#### ❖ Site Visit of Irrigation System & Controllers

The Board discussed Mr. Bryant’s recent site visit of the irrigation system and controllers, exhibit 5B. The District Counsel questioned whether the mentioned 108 to 110 stations were the same that RedTree had mentioned that they had gotten through (approximately 100 stations) as part of their irrigation project. Mr. Looknanan stated that this would be hard to tell (without the representatives being present or maps/reports).

The Counsel referenced upcoming review of proposals for the burnt-out controller and Supervisor Berdeguez stated that this matter is one of the reasons why it is his preference that at the upcoming Landscaping services RFP, the Irrigation part of services is contracted separately. Bord Members agreed.

No further action was taken on this item.

## 2. Consideration of Payment of Proposal for Annuals - \$1,475

The Board reviewed the outstanding proposal in the amount of \$1,475 for the installation of seasonal annuals. District Counsel advised the Board that under the terms of the landscape maintenance contract, annual plantings are billed separately and are not included in RedTree’s monthly service fee. Counsel further explained that, according to the communication received from the vendor, the annuals installation had already been completed in the field.

The Board questioned placements and per Mr. Looknanan he was having a hard time confirming seeing the work done based on the pictures of monuments in his possession and his routine onsite work and presence. At the same time, Supervisor Cisternas clarified that she had observed the annuals although the current flower types may not be seasonal.

Although it was not clearly identified where the installations took place, but because the work was claimed to have been performed and the associated proposal had not previously been brought before the Board for approval, Counsel recommended that the Board proceed by ratifying the payment to bring the item formally into compliance with the Florida Prompt Payment act.

Per the Board's request, Ms. Thibault would forward all related communications, including confirmation from the vendor regarding completion of the work, to District Counsel for verification and recordkeeping.

Following discussion, the Board took action.

On a MOTION by Supervisor Griffin, SECONDED by Supervisor Berdeguez, WITH ALL IN FAVOR, the Board approved the Payment of RedTree Proposal for Annuals - \$1,475, for the Concord Station Community Development District.

**❖ Consideration of Proposal for Irrigation Repair – Faults on Zone 7 & 9 - \$1,000**

The Board reviewed the proposal in the amount of \$1,000 for irrigation controller repairs addressing reported faults on Zones 7 and 9.

The Board agreed to postpone decision making until Mr. Brayant's comprehensive review and report are completed.

Accordingly, no action was taken, and the Board did not approve the proposal (Exhibit 6B).

**D. District Counsel – Kilinski Van Wyk**

**1. Discussion of Status: Changes to Rules & Procedure Update**

**❖ Memorandum of Updated Rules of Procedure & Rules of Procedure**

**❖ Consideration of Resolution 2026-02, - Setting the Public Hearing for January 8, 2026 at 6:30 p.m.**

District Counsel provided a comprehensive update on the status of the District's Rules of Procedure rewrite. She explained that, at the Board's direction during the prior meeting, her office prepared updated Rules reflecting statutory changes, including recent legislative updates from 2025. She summarized several key revisions, noting:

- Changes to notice requirements for rule development and rulemaking—including an extended mandatory notice period of 35 days, which effectively means actions traditionally set for the following month will now require closer to two months of lead time.
- Updates to provisions relating to emergency procedures, rule variances, and competitive purchasing criteria.
- Integration of statutory requirements already followed by the District through resolutions but now formally incorporated into the Rules of Procedure to ensure alignment with current Florida law.

District Counsel informed the Board that a redline version highlighting all changes had been circulated; however, she noted the version included in the Board packet was added only shortly before the meeting due to a delay in processing. She clarified that the District's prior Rules date back to 2013–2014, and therefore the updated draft appears significantly longer because it now consolidates statutory material adopted over the past decade.

Supervisor LaBarbera expressed concern that the updated Rules were not included in the Board packet until 48 hours prior to the meeting, preventing Supervisors from having adequate time to review a document exceeding 150 pages. She reiterated a broader concern addressed to Ms. Thibault about agenda materials frequently being distributed in incomplete form until just before meetings, requiring Supervisors to re-review revised versions multiple times.

District Counsel acknowledged the issue, explaining that she had provided the materials to Ms. Thibault earlier in the week and believed they had been sent with sufficient notice. Nonetheless, she apologized for the delay and committed to

resending the redline version directly to all Board members to ensure full visibility. In response to Supervisor Cisternas's question regarding whether the Rules could be modified during the public hearing (for example, theoretically changing the number of Supervisors if permitted by statute), District Counsel confirmed that the public hearing allows for Board and public input, and non-statutory provisions could indeed be adjusted or amended prior to adoption. District Counsel emphasized that the purpose of the current agenda item was not adoption, but simply approval of the Resolution setting the required public hearing, proposed for the Board's January 2026 regular meeting. She noted that public hearings for Rules of Procedure rarely draw significant attendance, unlike budget hearings or policy changes such as towing and parking rules.

Following discussion, the Board proceeded to the next portion of the item (Resolution 2026-02); Counsel requested a motion to adopt the Resolution and formally set the hearing date. District Staff was instructed to coordinate to ensure that the required statutory notice is properly published in the newspaper within the mandated timeframe.

On a MOTION by Chairwoman LaBarbera, SECONDED by Supervisor Wagner, WITH ALL IN FAVOR, the Board approved the Resolution 2026-02, - Setting the Public Hearing for January 8, 2026 at 6:30 p.m., for the Concord Station Community Development District.

## **2. Discussion on Mapping Project Invoice from Red Tree**

District Counsel provided an overview of the relevant contract provisions, noting that the agreement requires the contractor to submit a monthly maintenance report in a form acceptable to the District, including photographs and documentation of any significant issues encountered, as well as updates on outstanding items and any irrigation-related concerns. Counsel reiterated that these reports must include photos of irrigation system issues as part of the District's contractual expectations.

Counsel further referenced the previously approved not-to-exceed \$10,000 irrigation repair proposal from July, which specified that work would be accompanied by photographs and the corresponding Google Earth mapping points, and noted mapping points and photos were received.

Supervisor Griffin then recalled a prior in-person meeting referenced in the invoice narrative. RedTree had brought a large, printed irrigation map (approximately 3–4 feet in size) with highlighted lines showing sprinkler system routes. Those in attendance Board members reviewed the diagram with RedTree representatives and noted that the map was presented as a working reference tool, with no discussion at the time of any cost associated with producing it. Supervisors also recounted the September meeting with three Board members in which RedTree acknowledged that they failed to communicate that the mapping may carry an additional cost. RedTree attributed the misunderstanding to their own lack of disclosure. Board members reiterated that because no cost was ever presented for approval, the District could not agree retroactively to pay for it. At that prior meeting, opinions were split so the item had been tabled at that time for further review when all Board members would be present.

Counsel brought up a detailed timeline for discussion:

June 12, 2025 – RedTree sent partial mapping progress.

July 10, 2025 – RedTree sent photos of valves and mapping points, stating they had identified 124 points, including controllers, gate valves, electronic valves, and wire splice boxes.

Supervisor Cisternas expressed confusion as to why RedTree continued pursuing payment despite acknowledging that they had not disclosed the cost and despite the Board's prior decision to dispute payment. Chairwoman added to the discussion that the District has consistently requested Google Earth location points for all work performed, as part of the documentation standards for invoices under the contract, and that these requirements pre-date the current issue. A Supervisor emphasized that mapping and photographic documentation were established expectations and not separately billable deliverables unless pre-approved.

District Counsel reiterated that this was a discussion item. Counsel stated that if any additional communication from RedTree is received regarding this matter, Ms. Thibault should notify the Board and Counsel, and from this point forward Counsel will handle all communication with RedTree related to the disputed invoice.

### **3. Discussion of USA Fence Impact to Security System**

District Counsel introduced the item by distributing the proposal prepared by ECS, the vendor responsible for the District's electronic access and security systems. Counsel explained that this proposal was generated following the installation of the new playground fence by USA Fence, during which the fence contractor cut multiple security system wires servicing the playground and adjacent amenities. After the installation of the fence, several components of the District's access-control system were rendered inoperable, including:

- One non-operational card reader,
- Three maglock units that were no longer functioning when energized, and
- Exposed wiring at ground level, where conduit transitions up out of the concrete. The wires inside the conduit remained intact, but the exposed surface wiring required repair and proper burial.

District Counsel clarified that ECS's estimate of \$4,377 represented only the cost to replace damaged equipment and restore functionality to the access system. However, it appeared, this initial proposal did not include the additional work required to properly rebury the exposed wiring.

Supervisors discussed whether the District's maintenance staff should be responsible for burying the wiring. Several members expressed concern that if the work was performed in-house, USA Fence could later argue that the District did not remediate the wiring correctly. Board consensus was that ECS should handle the entire scope of work, including reburying all lines, ensuring that the repair meets professional standards and eliminates future liability.

To accomplish this, the Board directed that a revised proposal be requested from ECS reflecting a complete turnkey repair, including:

- Replacement of all damaged components,
- Proper burial of all affected wiring, and
- Any additional labor required to bring the access system back to full operational condition.

District Counsel then explained the procedural steps taken to protect the District financially. Counsel's office drafted a letter stating the District would withhold payment to USA Fence in the amount necessary to cover the ECS repair costs. This is permitted by statute when a contractor's action results in damage to District infrastructure. The letter was sent to the District Manager's office for issuance to USA Fence, though Counsel and Supervisors were uncertain whether the communication had been formally sent.

During review of the ECS proposal, Supervisor Griffin also noted that the document incorrectly listed the job location as "Concord Station CDD – Pool Access." The Board confirmed that the damage occurred at the playground, not the pool, and directed that this be corrected in the revised proposal.

The Board confirmed that no approval action would be taken until the corrected, comprehensive proposal is submitted. Supervisors emphasized the need for one complete scope of work from ECS so that all repairs can be coordinated and appropriately charged back to USA Fence.

District Staff will obtain the revised proposal.

### **4. Presentation of Project Manual for Landscape Services**

District Counsel presented the draft Project Manual for Landscape Services, which will be used for the District's formal landscape maintenance procurement. She explained that the manual includes the scope of work, insurance and licensing requirements, pricing forms, and evaluation criteria that will guide the competitive selection process. The Board discussed the possibility of separating irrigation services from the general landscape scope, noting prior concerns regarding irrigation system maintenance and the potential benefit of having irrigation handled by a dedicated contractor. Counsel confirmed that the Request for Proposals could be structured to allow the Board to reserve the right to subcontract irrigation services separately, and that the pricing sheet could be revised so that proposers provide both a base landscape price excluding irrigation and a separate price specific to irrigation services.

During the discussion, the Board expressed an understanding that the maintenance scope should be comprehensive, including trimming of trees, addressing dead shrubs, moss, weeds, rather than such items being brought to the meetings as part of separate work proposals. The Board agreed that proposals should first be reviewed by Mr. Looknanan, who would compare each submission to the technical scope of work and identify whether each vendor's approach aligns with the District's landscaping and irrigation needs. After that internal review, proposals would be forwarded to the Board for consideration.

Addressed further were the RFP pricing sheets. The Board and Counsel discussed whether separate pricing should be listed for the landscaping and irrigation services.

Counsel discussed the evaluation criteria in the Project Manual and noted that the pricing section needed to be adjusted, because the current scoring system assumed irrigation was included in the main proposal. With irrigation being separated, the Board directed Counsel to divide the pricing component so that one score would apply to the landscape portion and another to the irrigation portion. Counsel clarified that the overall score must remain a 100-point system and that the other criteria would be adjusted accordingly. The Board confirmed the revised scoring structure: fifteen points allocated to the price for landscape services excluding irrigation, and ten points allocated to the price for irrigation-only services (includes reducing the experience by 5). Counsel also clarified that the Board could evaluate the irrigation portion independently when awarding the contract.

Brought up by the Chairwoman, the Board then discussed the financial qualifications required from proposers. Counsel explained that the draft Manual allowed the District to request three years of audited financial statements. Board members expressed a preference for requiring proposers to submit the most recently completed annual audited financials, such as 2024 audits or the latest available year, along with the most recent interim unaudited financials, such as quarterly reports for Q1 and Q2. The Board determined that these financial documents would provide sufficient assurance of a proposer's stability. In connection with that requirement, the Board agreed to remove the bid bond requirement from the solicitation, while retaining the protest bond requirement as protection for the District in the event of a bid protest.

Counsel then reviewed the procurement timeline with the Board. The Project Manual will be issued and advertised beginning November 21, with notice submitted to the Business Observer for publication on Tuesday, November 18, to comply with statutory requirements. A mandatory pre-proposal meeting is scheduled for Monday, December 1 at 10:00 a.m. Written questions from proposers will be due later that day, with the Board agreeing to extend the submission deadline into the evening to accommodate vendor schedules. Counsel, Mr. Looknanan, and Ms. Thibault will collaborate to prepare written responses to all questions by the required response deadline. Sealed proposals will be due and publicly opened on December 5, and Counsel noted that because proposals are exempt from public disclosure until the notice of intended award, they will not be included in the Board meeting packet but will instead be distributed separately to Supervisors after the opening. The Board will evaluate the proposals and receive vendor presentations during the December 11 regular Board meeting, at which time proposers are expected to attend and address the Board.

The Counsel noted that because the proposals are exempt from disclosure, so they're going to be sealed. They're not going to be part of your agenda package. We will e-mail them to you under separate cover, but they're not going to be part of your agenda package. But you won't get them until December 5th evening.

Following the discussion, the Board approved the Project Manual with the revisions stated on the record, including separating irrigation pricing, adjusting the evaluation criteria and scoring method, revising financial submission requirements, removing the bid bond requirement, and adopting the procurement schedule. Counsel and District Staff will finalize the Project Manual accordingly and proceed with issuance and publication.

On a MOTION by Chairwoman LaBarbera, SECONDED by Supervisor Wagner, WITH ALL IN FAVOR, the Board approved the Project Manual for Landscape Services, incorporating the revisions discussed on the record, for the Concord Station Community Development District.

#### **5. Status on Demand Letter to Prior Manager for Sales Tax**

Counsel reported that, following the Board's direction at a previous meeting, a formal demand letter was prepared and transmitted to the former manager. The letter outlined the District's position that sales tax had been improperly unreported during the prior management period, and it requested reimbursement or corrective action consistent with the amounts determined during the District's review.

Counsel confirmed that the letter included a 15-day deadline for the former manager to respond. She noted for the record that the District has not yet received any reply, and no acknowledgment or documentation has been provided within the required response period. Counsel advised that the lack of response would be monitored closely, and that she would update the Board on any subsequent communication or failure to comply.

Supervisors briefly discussed whether further action may be required if the prior manager continues to remain unresponsive. Counsel indicated that, depending on whether a response is eventually received, the Board may need to consider additional steps, including escalation or enforcement measures, but no action was recommended at this time.

The Board accepted the update, and the item was left open pending further developments.

#### **6. Status of Letter to Red Tree Defining Scope Parameters**

District Counsel provided an update on the responsive letter previously issued to RedTree Landscape Maintenance, clarifying that the correspondence had been sent as directed by the Board and that no further action was required from Supervisors at this time. The intent of the letter was to restate the District's expectations regarding scope, performance standards, reporting requirements, and communication procedures.

During the discussion, several Supervisors expressed the ongoing expectation that RedTree must have an on-site representative present during maintenance visits, particularly when performing irrigation diagnostics or field troubleshooting. The Board reiterated that physical presence is essential to ensure proper oversight and to prevent miscommunication about what work has been completed or remains outstanding. Counsel acknowledged the Board's concerns and confirmed that these expectations can be communicated to the vendor, but any amendments to the contract would need to be in writing and signed by both the District and the vendor.

#### **7. Walk-on: HOA inquiry regarding open-carry**

A walk-on topic was introduced relating to an open-carry inquiry. Brought-on: HOA field items

Supervisor Cisternas asked that Counsel also address the "tot lot". Counsel will continue to work with the HOA's attorney on this issue.

Brought-on: Encroachment letters

The Board also received an update regarding the encroachment letters previously sent to homeowners. Several homeowners had responded, and those replies were undergoing review to determine whether additional action was required. However, no response had been received from Solitude Lake Management, whose input is needed for certain encroachment questions. The Board directed Ms. Thibault and Mark Looknahan to reach out to Solitude to obtain the necessary information so the District may proceed appropriately with the homeowner responses.

No further action was taken on this matter, and the Board will revisit the matter as additional information becomes available from the HOA attorney, Solitude Lake Management, and outstanding homeowner communications.

**E. Amenity Center Report – Revised**

**STAFF UPDATES**

**1. Asking: Pay rate raise for Mr. Hernandez – he’s approaching 90 days**

Under the Amenity Center Report, Amenity Manager Mark Looknanan, Jr. presented his first agenda item, which was a request for a \$1.00 per hour pay increase for Mr. Hernandez the Amenity Center employee who works under his supervision. Mr. Looknanan explained that Mr. Hernandez had recently reached his 90-day employment mark, and based on Mr. Hernandez’s overall performance, professionalism, and daily contribution to operations, he believed the raise was appropriate and justified.

Mr. Looknanan stated that Mr. Hernandez is currently paid just over \$23.00 per hour, and that increasing him by \$1.00 per hour would bring him to \$24.07, placing his annual salary at approximately \$50,000.65. He confirmed for the Board that Mr. Hernandez’s hire date was June 29, meaning the 90-day period had effectively concluded. He went on to evaluate Mr. Hernandez’s performance in detail, describing him as excellent across all operational areas. He told the Board that Mr. Hernandez models the front desk well, enforces rules consistently and respectfully, and takes initiative without being asked. He emphasized Mr. Hernandez’s strong work ethic, noting that Mr. Hernandez performs heavy cleaning duties, washes down surfaces, keeps the courtyard and pool areas tidy, and engages the children after school with friendly interactions and helpful supervision. Mr. Looknanan added that Mr. Hernandez was performing “much better than I expected,” and that he had become a stabilizing and dependable presence at the amenity facility.

Board members then entered into a lengthy discussion of District personnel policy and prior practices surrounding the 90-day review period. A Supervisor asked whether the District typically sets a lower starting salary with the expectation of a raise at 90 days, or whether this case was unique. Mr. Looknanan explained that no such structure was pre-established when Mr. Hernandez was hired. He further clarified that the employee manual states there may be a pay increase at 90 days, not that there must be one. Mr. Looknanan emphasized that the Board has discretion and should consider performance, fairness, and budgetary impact before approving any wage change. Counsel clarified that any increase for any employee should be processed in a clear and consistent manner.

Supervisor Cisternas expressed hesitation and concern about the implications of granting a salary adjustment before the upcoming annual merit increase cycle, noting that awarding both a 90-day raise and a year-end merit increase might create compensation inconsistencies. The Supervisor stated openly that they would not support giving employees another 3–4% annual increase if they already received increases earlier in the year. Another Supervisor echoed this concern, wanting to avoid creating a pattern where multiple pay increases occur too close together. Other Board members disagreed and spoke strongly in support of the increase. Supervisor Cisternas said that although they rarely see all staff members due to working from home, they almost always see Mr. Hernandez working when they are onsite and consistently receive email updates from him. Multiple Board members commented positively on his noticeable presence, accountability, and overall performance.

The Board then discussed whether the raise should be effective immediately or retroactive to the date Mr. Hernandez completed 90 days of service. Counsel confirmed that retroactivity is permissible if the Board includes that instruction in the motion. Mr. Looknanan stated that he would verify the exact date and would inform the Board once payroll adjustments were submitted. A motion was then formally made by Supervisor Wagner to approve a \$1.00 per hour raise for Mr. Hernandez effective as of the date he reached his 90-day mark, with payroll adjustments to reflect that date accurately.

On a MOTION by Supervisor Wagner, SECONDED by Supervisor Griffin, WITH ALL IN FAVOR, the Board approved the \$1 Per Hour Raise for Mr. Danny Hernandez effective 90 Days retroactively, for the Concord Station Community Development District.



Immediately following the vote, Mr. Looknanan thanked the Board. Staff and the Amenity Manager were directed to complete the payroll update, confirm the retroactive effective date, and provide written confirmation back to the Board once processed.

**2. Juan Gonzales: Motion raise on 90 days to 66k/ annual**

The Board next considered the request regarding Juan Gonzalez, Maintenance Manager, whose 90-day employment period had recently concluded. The original proposal brought forward for discussion was to increase Juan's annual salary from \$60,000 to \$66,000, reflecting a 10% raise upon successful completion of his probationary period.

As the Board began reviewing the request, Mr. Looknanan revisited prior compensation discussions from earlier in the year, including the July 29th meeting, where the anticipated salary range for Mr. Gonzales' role had been identified between \$50,000 and \$60,000, with the understanding that performance during the first 90 days would inform any future adjustment. It was acknowledged that while the Board had left open the possibility of revisiting his salary at the 90-day mark, no formal or predetermined increase was promised or scheduled.

A substantive discussion followed on compensation policy, internal pay equity, and long-term salary management. Several Supervisors expressed concern about implementing a 10% increase so early in the employment cycle, noting that doing so would immediately place Mr. Gonzales at the top of the established salary range for his position and would restrict the District's ability to provide future merit increases without exceeding the intended compensation structure. Supervisors emphasized the importance of maintaining consistency with the District's personnel manual, which states that a 90-day increase may be granted based on performance but is neither mandatory nor automatic.

Board members agreed that Mr. Gonzales had performed well in his position, but they also underscored the need to balance recognition of strong performance with responsible long-term budget and salary planning. During the conversation, the Board explored an alternative approach—a more modest performance-based increase that would acknowledge his contributions while maintaining flexibility for future adjustments.

After discussion, Supervisor Griffin offered a substitute motion to approve a 4% salary increase for Mr. Gonzales, effective on his 91st day of employment, consistent with how the Board handles other probationary-period adjustments.

District staff were directed to process the 4% increase effective as of Mr. Gonzales' 91-day mark and to provide confirmation once payroll updates had been completed.

On a MOTION by Supervisor Wagner, SECONDED by Supervisor Cisternas, WITH ALL IN FAVOR, the Board approved the 4% Raise Effective 91st Day for Juan Gonzales, for the Concord Station Community Development District.

**3. 401K: Motion to allow Heartland to allow staff to receive 401k with understanding of the CDD not contributing.**

Mr. Looknanan raised the subject of a 401K program for District staff. He explained that during the hiring process, prospective employees frequently ask whether the District offers a retirement plan and that the District's payroll provider, Heartland, already has a 401K platform available. He clarified that the District is not required to contribute employer funds into the plan in order for employees to participate; the feature simply has to be activated so that staff can voluntarily contribute.

He noted that, up to this point, the 401K option had not yet been "turned on" for District employees and stated that he was now requesting direction from the Board to proceed.

After discussion, Supervisor Cisternas made a motion to authorize Heartland to activate the 401K program so that eligible District staff may participate and contribute to their own accounts, with the clear understanding that the CDD will not make employer contributions to the plan.

On a MOTION by Supervisor Cisternas, SECONDED by Chairwoman LaBarbera, WITH ALL IN FAVOR, the Board allowed Heartland to Allow Staff to Receive 401K with Understanding of the CDD Not Contributing, for the Concord Station Community Development District.

➤ **Presentation for Discussion – Employee Handbook**

Next, Mr. Looknanan provided an update on the Employee Policy Handbook. He reminded the Board that he had circulated a revised draft of the handbook to District Management and the Board on October 24, and that Ms. Thibault had already provided comments on the draft. Several Supervisors acknowledged that they had received the document but had not yet finished their review.

The Board discussed how best to proceed while remaining compliant with Sunshine requirements. District Counsel advised that individual Supervisors should review the handbook independently and send their written comments to District Counsel, who would then compile the feedback and forward it, together with the draft, to Employment Counsel for formal review. Counsel noted that Board members should not circulate comments among themselves or deliberate on edits outside of the public meeting.

The Board agreed on a general timeframe, indicating that they would aim to complete their review and send comments to District Counsel by November 24<sup>th</sup> in advance of the next regular meeting in December. Counsel added that the current employee handbook would also be sent to Employment Counsel along with the revised draft so that employment review. No formal motion was required.

➤ **Events and Communications (Halloween Event / Facebook Discussion)**

Mr. Looknanan then reported on the recent Halloween event, noting that attendance had been lower than he had hoped. He explained that one contributing factor seemed to be insufficient promotion. Chairwoman reminded the Board that in a prior period, under former management, the District had purchased and installed two metal poles near the front of the community specifically to hold a long event banner. That banner is still available and stored in the office but was not utilized for this year's Halloween event. There was brief discussion about how to better use existing signage infrastructure in the future.

This segued into a broader conversation regarding communications and outreach, including the possibility of using a dedicated CDD Facebook page to post information about events and amenity updates. District Counsel advised that the CDD could, in fact, create an official Facebook page for information-only purposes, but that comments would need to be disabled to avoid open discussion forums that could raise Sunshine Law and public records complications. It was emphasized that the page could be used to post notices such as "Holiday event on [date]; for any comments or concerns, please email the Clubhouse Manager," directing all feedback into a controlled, official channel.

At the same time, there was concern that if a CDD Facebook page was not kept updated or if outages and issues were not posted consistently, residents might quickly lose confidence in it.

On a MOTION by Supervisor Griffin, SECONDED by Chairwoman LaBarbera, WITH FOUR IN FAVOR and Supervisor Berdeguez OPPOSED, the Board approved for Mr. Looknanan to Create a Concord Station Facebook page for informational purposes only, no comments allowed, for the Concord Station Community Development District.

➤ **Resurfacing of Tennis and Basketball Courts**

The Board then received an update on the resurfacing project for the tennis and basketball courts. A follow-up communication from District staff had been sent on October 10, requesting clarification and a breakdown of the invoice between the tennis and basketball portions of the work.

District Counsel explained that, after the contractor provided a breakdown, there remained a disputed portion of the invoice of approximately \$3,000, related to work that appeared not to have been completed as represented. The District

574 paid the undisputed amount and withheld the disputed balance, requesting additional documentation from the contractor. No  
575 further information had been provided from the contractor.

576 District Counsel asked the Board to ratify the actions of staff in withholding the disputed amount pending proper  
577 clarification. A motion was made to ratify staff's decision to pay only the undisputed portion of the invoice and to withhold  
578 the remaining funds until the contractor provides adequate documentation. The motion was seconded, and all Supervisors  
579 voted in favor. The Board formally ratified staff's actions.

580 On a MOTION by Supervisor Griffin, SECONDED by Supervisor Cisternas, WITH ALL IN FAVOR, the Board ratified  
581 the Staff Actions in withholding the disputed amount payment for the courts resurfacing job pending proper clarification  
582 for the Concord Station Community Development District.

583 ➤ **Monuments, Clock Tower and Lighting**

584 Mr. Looknanan next reported on the status of the monument upgrades. He stated that work had been performed on  
585 the community monuments, including repainting and refreshing the finishes and lettering, and that the contractor had already  
586 started with some of the primary entrance features and signage.

587 Supervisor Cisternas asked specifically about the tower on Sunlake and noted that, unlike other entry features, that  
588 structure did not have operating lights. Mr. Looknanan confirmed that these were the only monuments currently without  
589 lighting and explained that electrical work is ongoing. He reported that power to certain fixtures had been temporarily  
590 disconnected while electrical cables and components were being installed or reconfigured, and that this was the reason some  
591 of the monument lighting remained off.

592 The Board expressed a desire to have the monuments and associated lighting fully operational and visually  
593 consistent, particularly as the community approached the holiday season. Mr. Looknanan agreed to follow up with the  
594 electrician to obtain a tentative timeline for completion, noting that historically these projects are usually finished by  
595 Thanksgiving, but that he would seek a more precise update.

596 ➤ **Holiday Decorations / Christmas Décor**

597 Following the lighting discussion, the Board turned to holiday décor. Mr. Looknanan advised that, unlike in prior  
598 years when wreaths and decorations had been rented from outside vendors, the District currently does not own any Christmas  
599 decorations. He further explained that because the District had been exploring the purchase of permanent lighting displays in  
600 previous years, it had begun moving away from renting seasonal items such as palm tree lights and wreaths. As a result, for  
601 the upcoming season, the only decorations currently expected were the monument lights themselves.

602 The Board discussed options for adding décor and concluded that it would be appropriate to purchase wreaths that  
603 could be reused in future years. Mr. Looknanan was asked to research pricing and reported that standard wreaths of  
604 approximately 22–24 inches were generally priced around \$30–\$35 per wreath, with some available at seasonal sales (such as  
605 50% off at certain retailers). The Board calculated that providing two wreaths per monument for approximately thirteen  
606 monuments would total near \$900–\$1,000, depending on exact sizing and quantity.

607 A motion was made to authorize Mr. Looknanan to purchase Christmas wreaths for the community in an amount not  
608 to exceed \$1,200, with the understanding that some monuments might only require one wreath while others might use two,  
609 and that he would also purchase any necessary hardware for hanging them. Mr. Looknanan will proceed with ordering and  
610 installing the wreaths, aiming to have them in place by the Thanksgiving period.

611 On a MOTION by Supervisor Cisternas, SECONDED by Supervisor Berdeguez, WITH ALL IN FAVOR, the Board  
612 approved to allow a NTE \$1,200 for Mr. Looknanan to purchase Christmas Wreaths, 2 per Monument (Unless the NTE  
613 \$1,200 allows only one), and any hardware at Mr. Looknanan's discretion of the size and to be completed by  
614 Thanksgiving, for the Concord Station Community Development District.

➤ **Security Cameras and Door Access**

Mr. Looknanan reported that the District's security vendor, ECS, had recently restored access control to the pool, tennis court, and basketball court gates as part of an ongoing upgrade and repair effort. However, there had been a new incident at the basketball court in which the pump equipment associated with the access system was damaged by unknown individuals. Mr. Looknanan informed the Board that he had taken photographs of the damage for documentation.

This led to a broader discussion about vandalism and community awareness. Supervisor Cisternas suggested that, once formal policies for communication are in place, staff could periodically post photographs (or similar documentation) of vandalism-related damage and the associated cost to repair it, so that residents understand the financial impact on the community.

➤ **Waterford Fountain**

Mr. Looknanan explained that, as of the day prior to the meeting, he and Mr. Gonzalez had removed and inspected the pump for the fountain feature located on Waterford Lake. When they reinstalled the pump and attempted to operate it, the breaker immediately tripped, indicating a likely fault within the pump or its internal wiring. Upon discovering this, Mr. Looknanan contacted the manufacturer and was informed that the equipment was still within its warranty period. The manufacturer directed him to a designated service vendor located in Odessa, and Mr. Looknanan stated that he planned to follow up with that vendor the next day to arrange an inspection and determine what the warranty would cover, including possible repair or replacement of the pump. He assured the Board that he would continue to work with the vendor until the fountain was restored to regular operation and would report back with further updates.

➤ **Pool Status**

He also noted that both pool pumps at the amenity facility were operational at this time and that all essential pool equipment was currently functioning properly, though additional line items related to the pool would be addressed later under a separate proposal.

➤ **Landscaping and Irrigation / Vendor Boundaries**

Mr. Looknanan then briefly addressed landscaping and irrigation services. He noted that there had been some confusion regarding whether certain vendors could be on site for the meeting, but clarified that vendors are permitted to operate within the parameters of their ongoing contracts, even if they are not scheduled to present formally to the Board.

He informed the Board that the landscape contractor (RedTree) had submitted a proposal to remove four dead or dying trees, and that the work was being scheduled with consideration of dumpster capacity and debris disposal constraints. Because of the volume of material, some of the removal work might need to be staged over multiple days to avoid overfilling the available dumpsters. The Board acknowledged the update and did not take formal action at this time.

➤ **Resident Complaints**

Mr. Looknanan and the Board then briefly revisited resident complaints discussed earlier in the meeting. It was noted that many of the complaints still relate to trees and vegetation encroaching over fences and conservation areas behind homes. The Board reaffirmed the plan already discussed with Mr. Woodcock to verify wetlands boundaries and responsibility lines, and to continue working through those concerns systematically.

Additionally, Mr. Looknanan mentioned a complaint regarding trash and littering near a particular area, where a trash basket had been installed to encourage proper disposal, but residents or visitors were still leaving trash outside of the receptacle. The Board recognized this as part of the broader pattern of amenity misuse and emphasized the importance of continued communication and enforcement efforts.

654 ➤ **New / Small Projects and Maintenance Items**

655 Finally, under “new projects” and small maintenance items, Mr. Looknanan reported on a few minor  
656 improvements. He stated that there is a bench near the locker area that has deteriorated and requires attention. He explained  
657 that he could either repair the bench or purchase a replacement, noting that the primary issue is the wooden components,  
658 which will eventually rot even if they are pressure treated. After a brief discussion, the Board agreed that this was a minor  
659 maintenance item within his managerial authority, and no motion was necessary; Mr. Looknanan was directed to address the  
660 bench in the most practical way.

661 He also noted that one of the water fountains in the amenity area had become rusty and unsightly. He advised the  
662 Board that he intends to refinish and restore the fountain in house, as part of routine maintenance, and that he plans to complete  
663 repainting and cosmetic improvements to the children’s play and splash features in the spring of next year when weather  
664 conditions are more favorable for painting.

665 Mr. Looknanan mentioned several inquiries from vendors and visitors on whether there was a Notary at the  
666 Amenity Center.

667 On a MOTION by Supervisor Griffin, SECONDED by Supervisor Berdeguez, WITH ALL IN FAVOR, the Board  
668 approved for Mr. Looknanan, the Amenity Center Manager to Become a Notary at the CDD, for the Concord Station  
669 Community Development District.

670 ❖ **Consideration of ECS Proposal for Mag Lock**

671 The Board reviewed the proposal from ECS concerning the installation of a magnetic lock (mag-lock) at the  
672 amenity facility. Amenity Manager Mr. Looknanan stated the issue was resolved and therefore the proposal was withdrawn  
673 and no actions was taken by the Board.

674 **Documents Submission to Management**

675 Mr. Looknanan handed over to Ms. Lyalina three hard copies of documents received at the Amenity Center  
676 location by mail:

677 1) Pasco Tax Collector's Excess Fees Notification

678 Board members reiterated prior years approval of deposit of such excess fees into the District’s reserves.

679 2) USA Fence Notice to Owner

680 3) Supervisor of Elections \$200 check for deposit

681 **F. District Manager**

682 **1. Status of Sales Tax Reimbursement from State**

683 Ms. Lyalina reported that the sales tax reimbursement request previously submitted to the State was still ongoing  
684 with an initial response received which included a request for more detailed support. The Board acknowledged the update  
685 and took no further action at this time.

686 **2. Consideration for Approval – EGIS Insurance Loss Affidavit**

687 District Counsel presented the EGIS Insurance Loss Affidavit needed for the District’s insurance records. District  
688 Counsel advised that the document must be executed in the presence of a notary. Questioned by the Chairwoman, the District  
689 Counsel explained the contents of the document. Chairwoman LaBarbera confirmed she would sign the affidavit accordingly.

690 No formal Board action or motion was taken.

691 **3. LED Streetlight Upgrade from Duke Energy – Should be completed within the year**

Ms. Lyalina provided an update that Duke Energy indicated the upgrade work should be completed within the year. The Board acknowledged the update, and no further direction was required.

**4. A Better Court – No further communication – last email sent 10.10.2025**

This was addressed earlier in the meeting.

**IV. Administrative Items**

**A. Consideration for Acceptance of the September Unaudited Financial Report**

This item was listed on the agenda for Board consideration; however, as noted during the meeting, the Board elected not to proceed with discussion or review of the September Unaudited Financial Report at this time.

The item was tabled and deferred to a future meeting.

**B. Consideration for Approval – The Minutes of the Concord Station October 9, 2025 Regular Meeting of the Board of Supervisors**

Supervisor LaBarbera noted a more detailed version of the meeting minutes in the past and requested a review of certain sections. Ms. Lyalina reported that the audio quality of the previous meeting (October 9, 2025) was missing sections, was very poor to be able to identify voices and words, but the staff would make another attempt to provide revisions to the presented minutes of the meeting. The approval of the October 9, 2025 meeting minutes was tabled.

**C. Presentation: A Fiscal Year in Review**

The presentation was tabled and will be carried forward to a later meeting.

**D. Discussion of Streetlight Boundary Map & Maintenance of the Area, Including the streetlights on Mentmore Blvd from the apartments to SR 54**

The topic was tabled, with the expectation that it would return for Board consideration once the appropriate materials and clarifying information were available.

**V. Audience Comments – New Business – (limited to 3 minutes per individual)**

There were no additional speakers and no new public comments recorded at this point in the meeting.

**VI. Supervisor Requests**

**1. Supervisor Cisternas – Landscaping RFP / Fire Ants**

Supervisor Cisternas raised concerns regarding ongoing issues with fire ants throughout certain landscaped areas in the community. She requested that this matter be incorporated into the evaluation criteria for the landscaping RFP, noting that adequate treatment and ongoing monitoring should be part of the vendor expectations. She emphasized the importance of ensuring that prospective bidders demonstrate the capacity to manage fire ant mitigation as part of their regular services.

**2. Supervisor Cisternas – Alligator Concern**

Supervisor Cisternas next reported that a resident had notified her of a recent alligator sighting within the community. She asked staff to verify the appropriate reporting protocol and ensure that any wildlife concerns were being directed promptly to the proper authorities.

**3. Supervisor Cisternas – Homeowner Small Business Request for November 22**

Supervisor Cisternas then brought forward a request from a homeowner who operates a small business, seeking permission to conduct a one-day activity on District property. District Counsel noted a requirement for no promotion or

marketing sales to be conducted on the premises. After brief discussion, the Board expressed support for allowing the event to proceed.

Chairwoman LaBarbera provided for Saturday, November 22 date being available as reserved by her but no longer needing the reservation. The request was accepted unanimously.

On a MOTION by Supervisor Griffin, SECONDED by Chairwoman LaBarbera, WITH ALL IN FAVOR, the Board approved for November 22, 2025 date for the Homeowners event at the Clubhouse, for the Concord Station Community Development District.

#### 4. Supervisor Berdeguez – Rust Issue at Shallot Park

Supervisor Berdeguez addressed concerns regarding rusting equipment at Shallot Park, reporting that the contractor responsible for previous work in the area had not completed the job satisfactorily. He requested that Amenity Manager Mr. Looknanan contact the vendor, communicate the deficiencies, and request corrective action. Mr. Looknanan confirmed that he would follow up and email the vendor accordingly.

#### 5. Chairwoman LaBarbera – Vendor Sign-In Procedure

Chairwoman LaBarbera requested that the District implement a formal vendor sign-in procedure for all contractors performing services on CDD property. She stated that having contractors sign in upon arrival would allow staff to maintain accurate service records and ensure that all visits to District property—particularly those under active contracts—are properly documented. Mr. Looknanan acknowledged the request and agreed to begin implementing a sign-in process.

#### 6. Supervisor Berdeguez – Timing of Agenda distribution

Supervisor Berdeguez asked that the Agenda be distributed timely with complete documentation allowing for appropriate time for review.

#### 7. Supervisor Berdeguez – Recording Meeting Start and End Times in Minutes

Supervisor Berdeguez also asked that the start and end times of each Board meeting be explicitly recorded in the official minutes. Staff confirmed that these times would be included in future minutes as requested.

### VII. Adjournment

Noted at 10.31P.M, with no further business, a motion to adjourn was made and seconded. Hearing no objection, Ms. Lyalina declared the meeting adjourned.

On a MOTION by Supervisor Griffin, SECONDED by Supervisor Cisternas, WITH ALL IN FAVOR, the Board adjourned the Meeting for the Concord Station Community Development District.

*~Any individual who wishes to appeal a decision made by the Board with respect to any matter considered at this meeting is hereby advised that they may be responsible for ensuring that a verbatim record of the proceedings is made, including all testimony and evidence upon which the appeal is based.~*

The meeting minutes were approved by a vote of the Board of Supervisors during a publicly noticed meeting held on \_\_\_\_\_, 2025.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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**Printed Name** ☐ Secretary ☐ Assistant Secretary

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**Printed Name** ☐ Chairman ☐ Vice Chairman



**EXHIBIT 17**

**RETURN TO AGENDA**

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**MINUTES OF 12/2/2025 REGULAR MEETING  
CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT**

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The Special Meeting of the Board of Supervisors of the Concord Station Community Development District was held Tuesday, December 2, 2025 at 6:30 p.m. at the Concord Station Amenity Center, 18636 Mentmore Blvd., Land O'Lakes, Florida 34638. The public was able to listen and/or participate in-person or live via Teams conference.

**I. Call to Order / Roll Call**

The meeting was called to order by Ms. Thibault. Roll was called and a quorum was confirmed with the following Supervisors present:

Jessica LaBarbera..... Board of Supervisors, Chairwoman  
Randall Griffin .....Board of Supervisors, Vice Chairman  
Fred Berdeguez ..... Board of Supervisors, Assistant Secretary  
Kevin Wagner ..... Board of Supervisors, Assistant Secretary  
Marcela Cisternas..... Board of Supervisors, Assistant Secretary

Also present were:

Patricia Thibault.....District Manager, Anchor Stone Management  
Mark Looknanan, Jr. .... Amenity Manager, Concord Station CDD  
Lindsay A. Moczynski .....District Counsel, Kilinski Van Wyk

**Opening Remarks and Attendance Notes**

The Meeting was called to order. Establishing the quorum, Supervisors LaBarbera, Griffin, Wagner, Berdeguez, and Cisternas were present in person.

**II. Audience Comments - Agenda Items (limited to 3 minutes per individual)**

There were no audience comments.

**III. Administrative Matters**

**A. Termination Notice Received from Anchor Stone dated November 18, 2025**

Ms. Thibault referenced sections of the current agreement that designates her as the District's manager under Anchor Stone. She advised the Board that she had submitted her resignation to Anchor Stone on November 17, 2025.

**B. Discussion & Consideration of Informal Request for Proposals for District Management Services**

Ms. Thibault moved to the consideration for an informal RFP for district management services and opened the floor to comments from Supervisors.

Ms. Moczynski referenced the last day per the termination and noted the goal was, should the Board decide to move forward with the request for a proposal, which can be an informal process, then it would be issued immediately by sending out emails to be able to receive responses in approximately a week's time and prior to the scheduled regular Board's meeting, providing for an adequate amount of time to finalize a contract and give time for a transition.

Supervisors engaged in an extended discussion to clarify the circumstances leading to the termination notice and the District's options.

Supervisor Cisternas expressed confusion regarding ownership representations when the District transitioned from Breeze to Anchor Stone. She recalled being told Ms. Thibault was forming or had formed her own company at that time, would be leading it, and would bring certain team members with her. On that basis, Supervisor believed Anchor Stone to be her firm. Supervisor Cisternas questioned whether another district manager would be assigned after Ms. Thibault's last day. Ms. Thibault could not advise.

Supervisor Berdeguez seconded the inquiry regarding another person's assignment. Supervisor Cisternas mentioned it would be ideal if [Anchor Stone] would continue to manage the account, but she reiterated her bigger confusion with the prior understanding of Anchor Stone being Ms. Thibault's company, as the Supervisor's personal vote was based on the understanding of such. Ms. Thibault confirmed the clarification that Anchor Stone was not her company.

Supervisor Berdeguez referenced Ms. Thibault's statements regarding the onboarding discounts given by Ms. Thibault on behalf of Anchor Stone thus giving him an impression that she was in charge, which Ms. Thibault acknowledged to be a confusion. Ms. Thibault emphasized that she could not provide details about Anchor Stone's corporate structure or internal decisions.

Addressing Chairwoman's questions about her next steps, Ms. Thibault stated that she has now formed her own firm, of which she is a sole owner, alongside her son, Austin Comings, who has nearly nine years of experience in the field. She affirmed that the full team that has been servicing Concord Station - including the accounting group, accounts payable support, and Mr. Bryant for landscape coordination-intends to continue with her at the new company.

Chairwoman LaBarbera reiterated the desire for clarity about how the situation with Anchor Stone had evolved, given the earlier understanding at the time of the Breeze-to-Anchor Stone transition; she asked to be advised on the partnership status, which Ms. Thibault noted she could not comment on.

During this exchange, Supervisor Griffin's comments reflected a desire for greater transparency and a more definitive account of ownership and succession, and asked Ms. Moczynski how much could be said during a public meeting. Ms. Moczynski noted the extent of her knowledge was limited to what already was said.

Ms. Thibault referenced other communities have received termination notices as well, and other Board members have committed to her new management company.

Supervisor Griffin voiced concerns "the elephant in the room": the earlier understanding that Ms. Thibault owned or was forming the company that became Anchor Stone, contrasted with the present information that she was not an owner. Supervisor Cisternas deferred to Counsel for assistance and clarification on the possible District's exposure or vulnerability that may come with any future vendor representative presenting themselves as an owner. Counsel, Ms. Moczynski, noting not being the Counsel at the time of transition to Anchor Stone and stated, based on her review, Ms. Thibault's name did not appear as a managing member of Anchor Stone on Sunbiz.

Supervisor Cisternas requested clarification from Ms. Thibault regarding how it occurred that she was uncertain as to whether she was the owner. Ms. Thibault's explanation was the timeline of the business formation and districts seasonal operations.

Ms. Moczynski addressed how her firm typically verifies vendor authority. She explained that for every agreement, she checks Florida's corporate registry (Sunbiz) to confirm the entity's standing and whether the signatory is listed, or-if not-ensures the contract contains a clause affirming the signatory is duly authorized by the company. She emphasized that a signatory's authority does not necessarily require ownership and that similar or "DBA" names can complicate verification, which is why staff separately corroborate corporate details.

Supervisor Wagner clarified that [the Company] was presented as new business in attempt to seek confirmation that the situation was not the fault of the Board. It was also confirmed the current Counsel was not hired at that time. Supervisor Wagner brought the conversation back to the discussion of the informal RFP.

Ms. Thibault repeated the name of her new entity, Haven Management Solutions, and expressed her intention to submit a proposal in response to the RFP.

Supervisor Wagner sought confirmation from Counsel that a formal RFP is not required, to which he received a confirmation. Ms. Moczynski referenced the package prepared for the meeting being a brief two-page informal solicitation describing the District's minimum experience and service expectations (including statutory agent duties). Issuing the solicitation promptly would inform the market that the District was seeking management proposals. Based on the Board's scheduling needs, counsel proposed distributing the request as early as that night, if approved by the Board, to invite responses by the following Wednesday, so that materials could be available for review at the Board's next meeting on Thursday. Counsel also invited Supervisors to identify any additional firms they wished to include.

When questioned by Supervisor Wagner and Chairwoman LaBarbera for a firm confirmation on whether an RFP was required, Counsel confirmed a requirement for an action and a direction from the Board to reach out to other management companies in order to secure bids and maintain a form of management.

Vice Chair Griffin expressed his strong preference to retain services from Ms. Thibault. Chairwoman LaBarbera seconded that opinion. Supervisor Berdeguez expressed his preference to seek other proposals to remain open for opportunities. Supervisor Cisternas acknowledged understanding of Supervisor Berdeguez's point and, in order to avoid

any appearance of impropriety and for consistency, suggested to request two or three estimates in fairness to the community. At the same time, she seconded prior opinions of maintaining continuity and expressed high remarks to Ms. Thibault's services.

Supervisor Cisternas expressed concerns for Ms. Thibault's new entity about capacity, infrastructure, financial backup, and continuity; she seconded the opinion to seek other proposals for comparison.

Supervisor Wagner brought up the cost aspect [of the transition]. Ms. Thibault stated Haven Management would not increase the pricing. She added that Anchor Stone has thus far cooperated to ease transitions at other districts, including promptly removing Anchor Stone personnel from bank accounts to avoid any interruption in financial operations.

Vice Chair Griffin questioned infrastructure of the new entity, to which Ms. Thibault stated that the team servicing the District would move as well, outside of the partners of Anchor Stone.

At the Chair's request, staff member Mr. Looknanan, who works closely with the District Manager, offered his perspective. He described the working relationship with Ms. Thibault as strong and improving over recent months, and he favored continuity over the uncertainties of a new, untested firm.

District Counsel reminded the Board that at the time of the meeting no formal proposal from Haven management Solutions was in place thus limiting the Board to vote at the present meeting. She advised that issuing the informal solicitation immediately would allow Haven and other firms to submit proposals for side-by-side comparison at the next meeting, at which time the Board could evaluate capabilities, staffing plans, transition approach, and pricing and make a selection consistent with the previously discussed January cutoff. The Board signaled general agreement with this approach while noting individual members' preferences regarding continuity and market testing.

Chairwoman LaBarbera reiterated a strong preference to continue with Ms. Thibault under her new firm and cautioned against expending District time and money entertaining proposals from other companies if the Board had no genuine intent to select them. Counsel responded that, while the Board could simply request a written proposal from Haven Management Solutions for consideration at the next meeting, that course carried risk: if the Board later found the proposal unsatisfactory or could not reach a majority, the District would have no alternative proposals in hand and would likely need an additional special meeting over the holidays.

Counsel advised that issuing the informal request for proposals (RFP) remained a low-cost step that could be structured to minimize meeting time-by requesting written submissions only with no live presentations. Ms. Thibault pointed to the two-timing constraints: her last day at Anchor Stone being December 15, 2025, and Anchor Stone's termination letter reference of willingness to accommodate a shortened transition. However, Ms. Moczynski clarified there was not enough evidence in writing of any early termination fee waiver or other contract change, which would need to be formally documented by a written amendment signed by both parties. Counsel committed to seek written confirmation if the Board opted to accelerate the transition.

The Board discussed whether to open the field broadly or simply invite Haven. In the interest of continuity and transparency to the community, the Board favored soliciting written proposals from multiple firms, including Haven, but without inviting any vendors to appear and present. Supervisors emphasized that this approach preserved the Board's transparency, ability to compare qualifications, staffing, transition planning, and pricing, while avoiding an unnecessarily long meeting if the Board ultimately maintained continuity with the current team.

After discussion, the Board approved issuance of the informal RFP, as amended, with the following directions:

- Submissions shall be written only; vendors will not be scheduled for oral presentations at the next meeting.
- Counsel will revise the RFP language to remove any "plan to attend" language and to clarify written-only submissions.
- The requirement for five (5) client references is reduced to three (3), consistent with prior practice.
- Counsel will distribute the RFP immediately to identified management firms, including Haven Management Solutions, with written proposals due by Wednesday at 12:00 p.m. (noon), for circulation to the Board and consideration at the Thursday, December 11, 2025 meeting.

On a MOTION by Supervisor Berdeguez, SECONDED by Supervisor Wagner, WITH ALL IN FAVOR, the Board approved the Informal Request for Proposals for District Management Services, for the Concord Station Community Development District.

**IV. Audience Comments - New Business - (limited to 3 minutes per individual)**

No audience comments were made.

**V. Supervisor Requests**

Supervisor Cisternas advised that they would participate telephonically at the next meeting for approximately an hour before needing to drop and requested that the landscape services RFPs be scheduled early on the agenda. Counsel reported a pre-bid meeting was held Monday, the bid deadline is Friday, December 5 at noon, and eight companies participated. Counsel will provide the bid opening script by the next day and coordinate with staff on review logistics. Staff will also explore providing materials as early as practicable while complying with Sunshine requirements.

Supervisor Cisternas collected resident photos of damage to the retention wall needed for the insurance claim. Ms. Thibault asked that the photos be sent directly to her to coordinate with Mr. Woodcock on submission.

The camera system insurance claim and a related affidavit will be docketed on the December 11 agenda. Chairwoman LaBarbera indicated the affidavit had been executed.

Regarding amenity security and vandalism, staff reported damaged hardware (a magnet/strike hanging down and broken table connections) and limited camera coverage to the area. Chairwoman also voiced a concern about the clubhouse and requested that staff bring options to the next meeting, including a stronger door closer/hydraulic, latch/strike reinforcement, and any camera placement upgrades anticipated with the new system.

For community communications, Supervisor Cisternas suggested publishing photos of damages with approximate repair costs in the newsletter to increase awareness. Counsel reminded the Board that insurance requirements would need to be checked and any District-run website or social media (including a potential official Facebook notifications page with comments disabled) must be ADA compliant (e.g., accessible formatting, alt text, readable contrast and font sizes, and plain-language content). Staff will coordinate with the District's web vendor on feasibility and compliance. As an alternative, the Board noted that residents may create an unofficial community page not administered by the District, which would not implicate District ADA obligations.

**VI. Adjournment**

With no further business, a motion to adjourn was made and seconded. Upon unanimous consent, the Chair concluded the meeting.

On a MOTION by Chairwoman LaBarbera, SECONDED by Supervisor Griffin, WITH ALL IN FAVOR, the Board adjourned the Meeting for the Concord Station Community Development District.

*~Any individual who wishes to appeal a decision made by the Board with respect to any matter considered at this meeting is hereby advised that they may be responsible for ensuring that a verbatim record of the proceedings is made, including all testimony and evidence upon which the appeal is based.~*

The meeting minutes were approved by a vote of the Board of Supervisors during a publicly noticed meeting held on **January 8, 2026.**

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

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

\_\_\_\_\_  
**Printed Name** ☐ Secretary ☐ Assistant Secretary

\_\_\_\_\_  
**Printed Name** ☐ Chairwoman ☐ Vice Chairman

**EXHIBIT 18**

**RETURN TO AGENDA**

**MINUTES OF 12/11/2025 REGULAR MEETING  
CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of the Concord Station Community Development District was held Thursday, December 11, 2025 at 6:30 p.m. at the Concord Station Amenity Center, 18636 Mentmore Blvd., Land O'Lakes, Florida 34638. The public was able to listen and/or participate in-person or live via Teams conference.

**I. Call to Order / Roll Call**

The meeting was called to order by Ms. Thibault. Roll was called and a quorum was confirmed with the following

**Supervisors present:**

Jessica LaBarbera.....	Board of Supervisors, Chairwoman
Randall Griffin .....	Board of Supervisors, Vice Chairman
Fred Berdeguez .....	Board of Supervisors, Assistant Secretary
Kevin Wagner .....	Board of Supervisors, Assistant Secretary
Marcela Cisternas (via virtual means).....	Board of Supervisors, Assistant Secretary

**Also present were:**

Patricia Thibault.....	District Management, Anchor Stone Management
Mark Looknanan, Jr. ....	Amenity Manager, Concord Station CDD
Lindsay A. Moczynski .....	District Counsel, Kilinski Van Wyk
Meredith Hammock (via virtual means) .....	Kilinski Van Wyk
Greg Woodcock.....	Project Manager, Stantec
Neil McFadden.....	ASI Landscape
Bonnie Marshall .....	Client Relations Manager, Juniper
Scott Carlson.....	Regional Manager, Juniper
Chris Wan.....	Owner, Steadfast
Giovanni Cordero.....	Irrigation Manager, Steadfast
Jay Solomon.....	Account Manager, Steadfast
Christine Frunzi .....	Owner, Thrive Hydration Therapy

**Opening Remarks and Attendance Notes**

The Meeting was called to order. Establishing the quorum, Supervisors LaBarbera, Griffin, Wagner, and Berdeguez were present in person. Supervisor Cisternas joined by virtual means and confirmed she could hear the proceedings. StantecProject Manager Mr. Woodcock participated in presenting engineering and maintenance updates. Also present were various landscaping vendors representatives.

**II. Audience Comments – Agenda Items (limited to 3 minutes per individual)**

Members of the public were invited to speak; no audience comments were offered in person or via Teams.

**III. Professional Vendor Presentations**

**A. District Engineering Report – Stantec Project Manager Greg Woodcock**

**1. Status and Discussion of Ditch Project & Hurricane Reimbursement**

On the status of the ditch project and the hurricane reimbursement inquiry, Mr. Woodcock described his review of historic aerials and site photos. Those records showed the relevant erosion was present in 2020 and appears to predate that year. Based on those findings, he advised that pursuing hurricane-related reimbursement would not be viable. Supervisor Griffin questioned whether Mr. Woodcock was able to determine if improper built was the reason. In response to questions about original construction and the mechanism of failure, he noted the installed detail matched the then-current FDOT ditch-paving standard, but that design approaches too often omit maintenance realities. In his view, without

a rear footer the system permitted water intrusion behind the slab; over time flow scoured behind the paving and created a void, leading to the observed undermining.

## **2. Discussion of Homeowner Conservation Area Tree & Plats**

Mr. Woodcock then addressed homeowner requests concerning trees adjacent to conservation areas and platted buffers. He summarized three properties recently flagged to staff.

### **❖ 18331 Snowdonia Drive**

For 18331 Snowdonia Drive, the rear of the lot adjoins a landscape easement rather than a wetland; trimming within the CDD's maintenance responsibility may proceed consistent with the district's direction and by the District.

### **❖ 3227 Whitley Bay Court**

For 3227 Whitley Bay, trees along the pond bank can be maintained; however, removals would require replacement because those trees are part of the permanent buffer plantings. Staff confirmed this is a CDD-maintained area which can only be maintained by the District.

### **❖ 3516 Marmalade Court**

For 3516 Marmalade Court, the rear yard directly abuts a wetland setback that reaches the property line. Owners may trim vertically to the lot line and may remove overhanging limbs or roots to prevent damage to improvements on their property, but clearing within the wetland is not permitted.

## **3. Discussion of Seal Coating Clubhouse Parking Lot & Pot Hole Repair Proposal**

On pavement maintenance, Mr. Looknahan had obtained a substantially improved proposal — approximately \$12,000 — for seal coating and asphalt repair at a targeted location, roughly half the cost of a previous quote. Mr. Woodcock recommended deferring action until drainage pricing is in hand so the Board can prioritize funding across both needs. The Board agreed to table the seal-coat decision pending receipt of stormwater bids.

## **4. Discussion & Consideration of Tree Replacement Project Proposal (to be distributed/discussed)**

On the tree replacement and relocation matter, Mr. Woodcock reported multiple consultations with an independent arborist (Mark, last name not mentioned) who has permitted CDD tree work in the past. The arborist expressed concern that the County is unlikely to approve relocation of three trees currently under discussion because (1) he could not identify visible damage to structures, and (2) homeowners have a responsibility to manage roots on their own property, for example by root pruning from their side. He also cautioned that shifting those trees approximately ten feet would place them under nearby power lines, creating a separate compliance issue. The arborist offered to meet onsite with Mr. Woodcock, a Board member, and the landscape team to review his findings, outline County permitting hurdles, and provide a written report for the District's records. The fee for the meeting and report would be \$400. Chairwoman LaBarbera voiced her opinion being that absent documented damage in the County's view, the District should not remove or relocate trees, and that homeowners remain free to trim canopy and manage roots on their lots. Other Board Members concurred. The Board nevertheless saw value in obtaining a formal arborist report for the file.

A motion was made to authorize \$400 for Mr. Woodcock to arrange and conduct an onsite meeting with the arborist and to obtain the follow-up report.

On a MOTION by Chairwoman LaBarbera, SECONDED by Supervisor Wagner, WITH ALL IN FAVOR, the Board approved for \$400 for Arborist Mark referred by Mr. Woodcock to conduct a meeting to go over the findings of his review and for his report on the potential tree removal and replacement for the properties referenced by certain homeowners, for the Concord Station Community Development District.



85                   **5. Walk-on – drainage project**

86                   Mr. Woodcock distributed the final segment of his stormwater system assessment, completing the comprehensive  
87 review across all permits. He highlighted “Priority One” deficiencies — items likely to grow costlier if deferred or that  
88 currently impair system function — such as bank erosion adjacent to control structures that is allowing bypass rather  
89 than flow through the structures. He has transmitted the highlighted scopes to contractors for pricing and will also price  
90 optional mitered end section repairs that are generally less time sensitive. He expects to return with proposals and  
91 recommended sequencing, after which staff will move to certify each permit section with the Water Management District  
92 upon completion of remedial work.

93                   **B. Solitude Lake Management**

94                   **1. Waterway Inspection Report**

95                   Under waterway management, the Solitude inspection report (Exhibit 5) was received. No Board questions were  
96 posed; any follow-ups will be routed to the vendor by staff.

97                   **C. Red Tree Landscape Maintenance**

98                   **1. Landscape Maintenance Report**

99                   Under landscape maintenance, the RedTree monthly maintenance report (Exhibit 6A) was included in the agenda  
100 materials.

101                   **2. Red Tree Irrigation Reports: February 2025 – November 2025**

102                   A compiled set of all irrigation reports covering RedTree’s entire tenure (Exhibit 6B) were included in the agenda  
103 materials. Ms. Thibault committed to providing Mr. Looknanan with the paper copies for detailed review so that any  
104 successor contractor is fully briefed on recurring irrigation issues and prior findings.

105                   **D. Presentation & Discussion of Responses to Landscape Maintenance RFP**

106                   The Board then took up the Landscape Maintenance RFP presentations and Q&A. Counsel advised the Board to  
107 require waiting proposers to step out because these were sealed bids. The Board elected a time-limited format — five  
108 minutes per proposer for an overview followed by up to five minutes of questions — and proceeded in alphabetical order  
109 with those present.

110                   **ASI Landscape**

111                   ASI Landscape was represented by Neil McFadden who noted his six years of experience in the industry and  
112 emphasized three priorities: (1) consistent maintenance to standard, (2) thoughtful enhancements where appropriate, and  
113 (3) strong two-way communication with monthly manager walks and reporting. He outlined the Company’s 30 years of  
114 experience in the business and branch capacity across the Tampa Bay–Orlando–Sarasota region, including work with the  
115 CDDs and HOAs, and noted the experience of the assigned team. Vice Chair Griffin responded candidly that the District’s  
116 expectation is strict adherence to the scope of work without “nickel-and-diming” for items that clearly fall under routine  
117 maintenance, distinguishing true enhancements from baseline obligations. Mr. McFadden agreed that scope items are  
118 included in the contract price. Supervisor Berdeguez expressed disappointment in not receiving individual irrigation  
119 services proposals to which Mr. McFadden described ASI’s standard 30-day irrigation audit at start-up, led by an  
120 irrigation manager with approximately 15 years’ experience. When questioned by Supervisor Wagner, Mr. McFadden  
121 explained ASI’s staffing approach — favoring smaller crews over more days for attention to detail — and confirmed that  
122 monthly irrigation reporting and accountability would be built into management meetings.

**Juniper**

Juniper, represented by Ms. Marshall and Mr. Carlson, described Juniper as a Florida-based, full-service design-build-maintain firm founded in 2001, with more than twenty branches and approximately 3,200 employees statewide. They highlighted current work for Oakstead CDD and Tanglewylde HOA nearby, their use of AI mapping for precise takeoffs supplemented by management site reviews for difficulty, and their capacity to mobilize in storms using company-owned equipment and operators. They noted that LMP was acquired by Juniper in July 2024 and that key staff were retained. In response to questions about pricing — Juniper’s base maintenance proposal was notably higher than others — Mr. Carlson attributed the difference principally to labor resourcing, stating their plan dedicated eight personnel for three days per cycle to cover the community’s dispersed areas properly. On irrigation practices, Juniper stated they would inspect approximately one-quarter of the system each week to ensure full monthly coverage and provide monthly reports.

**Steadfast**

Steadfast followed by the representatives introducing themselves and seeing if the Board would move directly into questions. Supervisor Griffin reiterated the District’s intolerance for post-award “nickel and dime” and emphasized the need for transparent, competent irrigation management after two difficult years. Steadfast described a production model that brings a large crew to complete the community in a single day when feasible, reducing resident disruption from ongoing noise and activity while maintaining dedicated supervisors onsite. When questioned by the Chairwoman LaBarbera, they confirmed that although they also maintain Ballantrae next door, they would schedule the two communities on different days and would not intermix crews.

When questioned by the Chairwoman LaBarbera, on pond-edge and easement maintenance, Steadfast acknowledged Brazilian pepper incursions and discussed compliant management, including cut-stump treatment with state-approved herbicides to prevent regrowth where permitted by wetland regulations. On irrigation, Ms. Cordero stated that with available maps and reasonable access they could complete an initial systemwide audit and present a detailed condition report in short order, identifying what is functional, what is not, and recommended repairs. She described prior start-up work at Ballantrae that began with rehabilitating wells and then progressing through each controller, culminating in a board-ready presentation of findings and options, including potential two-wire modernization. She confirmed familiarity with the District’s existing two-wire infrastructure, offered to ride with Mr. Looknanan to verify and label timers and zones, and noted Steadfast performs most irrigation repairs in-house, escalating only when work falls outside their licensed scope. Regarding pest control, they indicated coverage is included via an affiliated provider and described a practical approach to ant control that combines spot treatments with targeted products, deploying costlier broadcast solutions only when warranted.

**Vendor Selection**

After the vendor sessions, Ms. Thibault shared staff reference experience from Ballantrae regarding Steadfast. She reported that the company replaced an unresponsive initial account manager quickly and that the current leadership has been responsive with improved reporting. Ballantrae uncovered significant legacy irrigation deficiencies similar to those experienced here; remediation to date has totaled roughly \$40,000, including well repairs, to stabilize the system. She suggested that, before selection, the Board may wish to ask proposers directly whether they have been terminated by any districts to better understand performance history.

District Counsel outlined scoring options and confirmed that all responsive proposers must be evaluated, even if they did not attend the meeting. She also noted that one firm — Landscape Workshop — had failed to execute the required notarized affidavits and proposal form.

On Counsel’s recommendation, the Board first addressed responsiveness and completeness of proposals. Upon motion and second, the Board unanimously determined that Landscape Workshop was a non-responsive bidder due to failure to execute the RFP forms and removed the firm from consideration.

On a MOTION by Chairwoman LaBarbera, SECONDED by Supervisor Griffin, WITH ALL IN FAVOR, the Board approved to determine Landscape Workshop as a non-responsive bidder due to failure to execute the RFP forms and to remove the firm from consideration for the Landscape Maintenance RFP, for the Concord Station Community Development District.

With that procedural point resolved, the Board proceeded to consensus scoring, using the issued criteria (Personnel; Experience; Understanding of Scope; and Reasonableness of All Numbers). For clarity on “Reasonableness,” staff reminded the Board to consider both the base maintenance totals (the contract core) and key unit prices (mulch per cubic yard, annuals, etc.), alongside the two pricing tracks—landscape without irrigation and landscape with irrigation—submitted by each firm.

Scores and price points were set on the record as follows:

- ASI Landscape. Personnel was set at 14/20, with Experience at 12/20 and Understanding at 7/10. The Board judged pricing and unit costs reasonable at 19.79/25. For reference, ASI’s “irrigation only” was listed at 6.41, and “with irrigation” at 13.38. Reasonableness was 20/25. ASI’s total consensus score: 72.79.
- Cardinal. Although absent, Cardinal’s written submittal was scored. Personnel and Experience were set at 10/20 each; Understanding at 5/10; Reasonableness at 15/25. Cardinal’s “irrigation only” listed at 10, and “with irrigation” at 15. Total consensus score: 65.00.
- Juniper. Personnel 12/20 and Experience 12/20; Understanding at 6/10. Because Juniper’s base came in roughly \$30,000 higher than peers, Reasonableness was set at 5/25. Juniper’s “irrigation only” listed at 7.74, and “with irrigation” at 11.46. Total consensus score: 54.21.
- Russell. Staff noted incomplete elements in Russell’s response (though required forms were executed, keeping them “responsive”). After conservative scoring across categories, Russell’s total consensus score: 35.62. (Personnel and Experience were at 5/20 each; Prices stated on the sheet were 8.06 for “irrigation only” and 12.56 for “with irrigation.”, Reasonableness at 5/25)
- Steadfast. Personnel 20/20, Experience 20/20, Understanding 10/10. The Board credited Steadfast’s team depth and irrigation approach, scoring Reasonableness at 24/25, with strong marks across other categories. Prices listed were 6.02 for “irrigation only” and 13.60 for “with irrigation.” Total consensus score: 93.62.

With the tally complete, Steadfast was the clear high scorer. Ms. Thibault proceeded to notify Steadfast of selection. Steadfast remained briefly to confirm start-up expectations. They committed to attending District meetings, delivering reports in time for agenda deadlines, and providing monthly color photo reports. They described their workflow:

- Documentation & Reporting. Field staff will submit date-stamped before/after photos for maintenance and service calls; management compiles these into a weekly/Monthly packet.
- Irrigation Start-Up. An initial full-system wet check and audit will be performed promptly upon commencement. Technicians will build a live map using GPS pin drops (Google Maps) showing controller locations, valves, shutoffs, zones, and coverage areas; this is expanded during successive cycles until complete.
- Repair Transparency. The Board requested an irrigation pricing sheet (parts + labor) for common repairs; Steadfast will provide this after the initial inspection confirms makes/models and site conditions, noting that unusual conditions (e.g., encasing roots) will be handled case-by-case.
- Service Standards. Steadfast confirmed that crew-caused damage (e.g., mower-struck heads) is repaired at their cost; wear-and-tear and system failures will be documented and routed per District authorization thresholds.

Steadfast acknowledged the District’s expectations regarding scope compliance (no “nickel-and-diming” for covered tasks), affirmed they would schedule this community on a different day than nearby Ballantrae, and confirmed a January mid-month start. Staff will issue the contract promptly, and a regular Board meeting in early January will provide a final pre-start touchpoint.

**Walk-on - Mobile IV Hydration**

At this point a Resident was mentioned as missed during the Audience Comments turn but was allowed to approach her matter. The Resident presented their new business of a Mobile IV Hydration operated out of an RV or motor home. The request to the Board was to park the RV during certain times of the year or certain special locations and to operate the clinic out of the parking lot. The business owner stated they are in possession of liability insurance for both business and malpractice; they have a medical director on staff. The crew was described as herself, the owner, being a registered nurse / critical care nurse and her husband being a physician / medical director with his faculty being internal medicine.

As to a proposed schedule for the sessions, once a quarter or a few times a year based on the Community's need was outlined as a vision, with the first visit being the New Year's day.

Chairwoman LaBarbera expressed that she wanted it being done right making sure an agreement is in place for the January 1, 2026 session. Ms. Thibault would get the terms and have the agreement version coordinated with the Counsel.

On a MOTION by Chairwoman LaBarbera, SECONDED by Supervisor Griffin, WITH ALL IN FAVOR, the Board approved to enter an agreement with Thrive Hydration for a mobile medically supervised IV therapy clinic in the parking lot beginning with January 1, 2026 and to be executed by the Chair in between meetings, for the Concord Station Community Development District.

#### **E. District Counsel – Kilinski Van Wyk**

##### **1. Status & Discussion of HOA Communication Regarding Transfer of Property**

Turning to HOA property transfer, Ms. Moczynski reported productive discussions with the HOA's attorney concerning the transfer of a small "tot lot"/common area. The HOA appears willing to cover transactional costs but has yet confirmed they will cover all costs. Estimated District-related costs include a title search, optional title insurance (a few hundred dollars), and counsel/engineering time to inventory onsite improvements (benches, trash receptacle, possible bulletin board, and a small concrete pad) and prepare conveyance documents (bill of sale/deed). If the HOA coverage of costs, Staff will draft a letter of understanding allocating costs.

##### **2. Presentation & Discussion of Responses to District Management RFP**

Ms. Moczynski reported that Haven Management Solutions submitted a proposal which was under review. After discussion, a motion and second to approve Haven as the District's manager were adopted unanimously.

Because no further meeting would occur before the year-end, the Board addressed transition timing from Anchor Stone. Discussion followed with a review of December 15<sup>th</sup> or other date of termination, and payment details. Ms. Moczynski stated there was nothing in writing that would legally not require the District to pay [*Anchor Stone, through the Notice termination date January 17<sup>th</sup>*]. Following a discussion, it was clarified that Ms. Lyalina with Anchor Stone Management would perform the District Manager's services [*following Ms. Thibault's last day with Anchor Stone as of December 15<sup>th</sup>*] and when questioned by Supervisor Wagner, Ms. Moczynski noted she was in possession of the drafts of transition-related resolutions. Ms. Thibault stated that should the Board wish to terminate as of December 31<sup>st</sup>, to avoid any double-payment during Anchor Stone's previously noticed service window (through January 17, 2026), Haven will waive its fees for that same period. The Board then moved to terminate Anchor Stone effective December 31, 2025 and to commence Haven effective January 1, 2026. The motion was seconded and approved unanimously. Counsel will finalize the management agreement forthwith.

On a MOTION by Chairwoman LaBarbera, SECONDED by Supervisor Griffin, WITH ALL IN FAVOR, the Board approved Haven Management Solutions proposal for District Management Services, for the Concord Station Community Development District.

On a MOTION by Chairwoman LaBarbera, SECONDED by Supervisor Wagner, WITH ALL IN FAVOR, the Board approved to move forward to terminate with Anchor Stone Management as of December 31<sup>st</sup>, 2025 and move forward with Haven Management Solutions as of January 1<sup>st</sup>, 2026, including the following financial ramification that should Anchor Stone Management invoice through January 17<sup>th</sup>, 2026, then Haven Management Solutions would not charge for that period to offset the costs, for the Concord Station Community Development District.

**3. Consideration for Adoption Resolution 2026-03, Instructing The Pasco County Supervisor Of Elections To Conduct The District's General Election; Providing For Compensation; Setting Forth The Terms Of Office; Authorizing Notice Of The Qualifying Period**

The Board adopted Resolution 2026-03, requesting the Pasco County Supervisor of Elections to conduct the November 2026 general election for Seats 1, 2, and 3, and establishing compensation and terms consistent with statute.

On a MOTION by Chairwoman LaBarbera, SECONDED by Supervisor Griffin, WITH ALL IN FAVOR, the Board adopted the Resolution 2026-03, Instructing The Pasco County Supervisor Of Elections To Conduct The District's General Election; Providing For Compensation; Setting Forth The Terms Of Office; Authorizing Notice Of The Qualifying Period, for the Concord Station Community Development District.

**4. Walk-on - Consideration for Adoption Resolution 2026-04, Appointing of the District Manager and providing for an effective date**

Counsel introduced Resolution 2026-04, appointing Haven Management Solutions, LLC as District Manager and fixing an effective date. The resolution states that Haven is appointed District Manager and will be compensated pursuant to a District Management Agreement to be finalized prior to the effective date and as later amended by written agreement. The authorization continues until it is revoked by the District and would take effect on 12:01 AM on January 1, 2026. After offering an opportunity for audience comment, none was offered.

On a MOTION by Supervisor Wagner, SECONDED by Chairwoman LaBarbera, WITH ALL IN FAVOR, the Board adopted the Resolution 2026-04, Appointing of the District Manager and providing for an effective date - effective 12.01 am on January 1, 2026, for the Concord Station Community Development District.

**5. Walk-on - Consideration for Adoption Resolution 2026-05, – to be filed with State**

To align statutory contacts and locations with the new manager, the Board adopted a suite of companion items:

Resolution 2026-05 (Registered Agent/Office). The Board redesignated Patricia Thibault of Haven Management Solutions as the District's Registered Agent and listed Haven's Lake Mary office (noted on the record as 255 Primera Blvd., Suite 160, Lake Mary, FL; subsequently referenced in later items with Suite 160 as the primary administrative office) as the Registered Office. Filing with the Department of State was authorized, with an effective date at 12:01 a.m. on January 1, 2026. No public comment was offered; the motion to adopt passed unanimously.

On a MOTION by Supervisor Berdeguez, SECONDED by Supervisor Wagner, WITH ALL IN FAVOR, the Board adopted the Resolution 2026-05, to be filed with State, for the Concord Station Community Development District.

**6. Walk-on - Consideration for Adoption Resolution 2026-06, – Principial headquarters**

Resolution 2026-06 (Primary Administrative Office / Principal Headquarters). The Board designated the primary administrative office and principal headquarters of the District at 255 Primera Blvd., Suite 160, Lake Mary, FL, effective 12:01 a.m. on January 1, 2026. No public comment was offered; adoption passed unanimously.

On a MOTION by Supervisor Wagner, SECONDED by Supervisor Berdeguez, WITH ALL IN FAVOR, the Board adopted the Resolution 2026-06, Principal headquarters, for the Concord Station Community Development District.

**7. Walk-on - Consideration for Adoption Resolution 2026-07, Designated Officers – to maintain the same slate and add Patricia Thibault Austin Comings and Assistant Secretary**

Resolution 2026-07 (District Officers). Because the District is updating officers in connection with the transition, the Board reaffirmed the current slate. By single motion, the Board retained Ms. LaBarbera as Chair, Supervisor Griffin as Vice Chair, with current Supervisors continuing as Assistant Secretaries; designated Ms. Thibault as Secretary and Treasurer; and designated Mr. Comings as Assistant Treasurer (and Assistant Secretary). No additional officer appointments were made. No public comment was offered. The motion was carried unanimously, with an effective date of January 1, 2026.

On a MOTION by Supervisor Berdeguez, SECONDED by Supervisor Wagner, WITH ALL IN FAVOR, the Board adopted the Resolution 2026-07, Designated Officers, to maintain the same slate and add Ms. Thibault as Secretary and Treasurer and Mr. Comings as Assistant Treasurer and Assistant Secretary, with an effective date of January 1, 2026, for the Concord Station Community Development District.

**8. Consideration for Adoption Resolution 2026-08, – designating signors**

Resolution 2026-08 (Authorized Bank Signatories). The Board designated signatories for the District's operating account to reflect the new management. Secretary/Treasurer Patricia Thibault and Assistant Treasurer Austin Comings were named as authorized signers. Ms. Thibault offered to add a Supervisor as a signor. Counsel Hammock explained that if a Supervisor were to be added as a signer, the Board would also need to add that individual to the District's bonding/insurance coverage. The Chair noted she already had view-only online access to the operating account and that all Supervisors receive weekly invoice packets; with those controls, the Board declined to add a Supervisor as a signer. Ms. Thibault noted for transition continuity, Anchor Stone would assist in removing its signers without closing the accounts, avoiding disruptions to payables and receivables, and recommended remaining with SouthState Bank at this time. Ms. Thibault stated she has already initiated the conversation with SouthState. No public comment was offered. Resolution 2026-08 was adopted unanimously, effective 12:01 a.m. on January 1, 2026.

On a MOTION by Supervisor Wagner, SECONDED by Chairwoman LaBarbera, WITH ALL IN FAVOR, the Board adopted the Resolution 2026-08, designating signors, for the Concord Station Community Development District.

**9. Walk-on – RedTree and Counsel Resignation**

Ms. Moczynski noted that based on the recent correspondence, RedTree intends to refer the mapping invoice dispute to its counsel. Ms. Moczynski advised that because no lawsuit has yet been filed, detailed legal strategy should not be discussed on the record; no shade section on it is allowed unless there's actual pending litigation. She advised the Board may need to retain litigation counsel if a complaint is filed.

This prompted a broader Board discussion regarding overall legal costs during the past six months.

The Chair reported reviewing monthly statements and expressed concern that District legal invoices had averaged significantly higher than historical levels, being at \$46,000 as of end of November from June, when previous Counsel annual charge averaged \$30,000 annually.

Ms. Moczynski expressed understanding and referred to the end of fiscal year take over date for the firm and CDD's actual expenditures being already over the budget at that point; she's also referenced that firm provided the Board with their findings at services commencement and mentioned this particular matter on which the firm spent time but did not recommend to voice details on the record due to the litigation but which the firm was prepared to share with the upcoming litigation counsel therefore avoiding any duplication of work and cost.

Chairwoman noted any new litigation counsel would still require a review which would end up being the District's cost. She continued with a more detailed review of the invoices and concerning items. Chairwoman specifically brought up the encroachment agreements and easements related items and the total allocated to this matter nearing \$2,000 over several days by two or three people which gave her an impression of excessive billing.

Vice Chair Griffin estimated rough number of \$120,000 annually and encouraged the Board to make a decision soon on what to do because that's a lot of money for the community.

Chairwoman reiterated the Board's intention to remain financially responsible and more conscious of the restrictions and keep the costs low which in her estimate of an average of \$9,000 a month was in contradiction of. She acknowledged the District had a lot of matters to address but noted unsureness of it being visible.

Supervisor Wagner expressed options to address Counsel's involvement. One being for the Board to evaluate matters at hand versus potential attorney related cost, accept or not, then engage the Counsel.

Supervisor Griffin expressed a concern that delaying a resolution would mean potentially another high bill for the CDD at the next meeting.

Ms. Hammock voiced appreciation for the feedback. She noted for the Board that although she is present on the call, the CDD is not being charged for two attorneys, and that the firm writes down a lot of time on the invoices. She stated that Florida Bar rules require attorneys to respond to client and staff inquiries, Board members and any other related parties, any reason. She restated her appreciation for the feedback and honest conversation preferring it over having to explain to the Bar why the firm was not responsive to the client. Ms. Hammock mentioned this would be addressed to the managing partners to discuss internally.

Chairwoman questioned specific details of the billing and whether the District pays when residents reach out to the Counsel, she's also noted seeing the Counsel conversing with Kai and questioned what would be the limit for the billing.

Ms. Hammock explained that Kai-related bills would be have been related to document transfers and issues with payments and sales tax matters and issues with that or any other communications regarding the district management transitions and struggles, and legal issues that were coming up because of that. She's confirmed that Kai can't just call the firm and start talking Concord Station for no reason and have the firm bill the District; any communications where one would have seen that reference would have been specific to tasks that the firm had been charged with, including management following up because there were public records that the firm may not have had or other possible legal issues and other matters. She's restated that the firm's employees try to make sure that entries are very specific as to who the communication is with and what is being done.

Chairwoman LaBarbera expressed her concern that in comparison to prior Counsel, current invoices seemed to be twice higher at times although at hire the District made it clear the budget was tight. Vice Chair Griffin proposed to the Board to look at somebody else and find a firm that would be a little bit more reasonable in cost.

Conversation went back to RedTree discussion with the Counsel's advice to not discuss this extensively on the record. Ms. Moczynski referenced Ms. Paige Greenleey of Paige Greenley law firm as a potential referral as she represents multiple districts and was not in conflict of interest; or Ms. Thibault could reach out to other firms. Ms. Greenleey's Evergreen Retainer is an upfront refundable retainer which they would bill hourly against of \$3,000. Ms. Greenleey's rate is \$495 an hour.

Supervisor Berdeguez inquired if the Employee Handbook related costs were part of the total charges brought up earlier. Chairwoman clarified those were not; Ms. Thibault stated her understanding was that that work had not been done at that point. Ms. Moczynski expressed preparedness from the employment counsel firm to assist.

Board members voiced ongoing decisions to seek out general counsel now or litigation counsel, and concluded litigation counsel matter would need to wait. Chairwoman LaBarbera concluded opening the general counsel search right

away. Board members went back to the timeline of the invoices, to which Ms. Thibault stated the Chairwoman's request was for the invoices dated from June to current to reflect the current Counsel's costs.

At this point. Ms. Hammock stated the firm will send in the resignation letter to Ms. Thibault the next day. She's noted the seeming displeasure of the Board and did not want this to be a difficult decision and help the Board do what the board is looking to have done. She's confirmed the firm would stay on through the next board meeting and get things done, give the District time to have other firms to consider at the January board meeting. Supervisor Berdeguez expressed confusion over the previously referenced conversation to be held with the firm's managing partners, which Ms. Hammock clarified she's had the management call during the meeting. Ms. Hammock reiterated the firm's desire to stay on and her appeal to the Board and the District, however she did not want the Board to feel being forced.

Vice Chair Griffin asked for recommendations of other firms, directed Mr. Looknanan to attempt research as well. Board Members confirmed the need to go for an RFP. Ms. Thibault stated she would reach out to a law firm she knew who also had a litigator on their team. Chairwoman LaBarbera noted she would do due diligence research.

Ms. Thibault concluded that proposals would be brought to the January meeting.

#### **F. Presentation of Amenity Center Report**

Mr. Looknanan presented the Amenity Management Report:

Staffing. Coverage is arranged for December 16–23 while Mr. Hernandez is on PTO; partner staff will cover scheduled shifts.

Inspections. The Florida Department of Health pool inspection conducted November 21 was included in the Board's packet; no questions were raised. The Pasco County Fire Department conducted a December 8 fire inspection and cited three items; one relates to the riser hydrant, and backflow testing is due this month. Staff has contacted the regular contractor to complete backflows and will address the remaining items promptly.

Employee Handbook as commented by Ms. Moczynski. The draft Concord employee policy manual/handbook was circulated to Supervisors, the District Manager, and Counsel. One Supervisor's comments were forwarded to the District's employment counsel (Mr. Mitchell) pursuant to the previously authorized not-to-exceed \$1,250 review. Staff are awaiting the counsel's redline and will present a final draft when received.

Events / Insurance. The holiday event scheduled for December 20 (1–5 p.m.) remains on track. Staff reported an insurance question raised by the District's agent after reviewing the vendor contract with Let's Plan a Party: because the vendor's form does not include indemnification of the District, the agent recommended purchasing a one-time special event policy (quoted at \$177.76) to supplement the District's general liability for this specific engagement (which will also feature third-party attractions, e.g., funnel cakes and a trackless train). Supervisor Griffin questioned why the District's general liability ("GL") insurance policy would not suffice for an on-premises event and expressed concern about the late timing of the recommendation. Ms. Thibault clarified the agent's view that the issue stems from the vendor's contract language, not from an exclusion in the District's GL policy; the rider is recommended rather than strictly required. The Board took the advice under consideration and asked staff to work with the carrier and vendor on a near-term solution for this event, and to seek revised contract language from Let's Plan a Party for future engagements that includes District indemnification to avoid the need for supplemental coverage.

#### **❖ Consideration of Proposal for Insurance for Holiday Event - \$177.76**

Returning briefly to the holiday event insurance question, staff reiterated the insurance agent's recommendation for a one-time supplemental policy because the standard vendor contract for Let's Plan a Party lacks indemnification language in favor of the District. Counsel explained that this was not a contract that was provided to her office to review, and, absent vendor indemnity, a rider is prudent to prevent exposure if an incident occurs. Although the District's general



liability remains in place, the agent's advice was to add the supplemental coverage for this specific event. After discussion, the Board authorized the purchase of the recommended one-day policy in the quoted amount of \$177.76; the motion was seconded and approved unanimously. Ms. Thibault will also circulate a one-page indemnification addendum template used in other districts so event vendors can execute it in advance going forward, minimizing the need for special event riders. The Board also asked that staff explore a more responsive insurance agent relationship in the future while noting that the current agent handles many districts statewide.

On a MOTION by Supervisor Berdeguez, SECONDED by Supervisor Griffin, WITH ALL IN FAVOR, the Board approved the Proposal for Insurance for Holiday Event - \$177.76, for the Concord Station Community Development District.

Amenity operations then reported that the Small Business Expo remains on track for Saturday, January 17, 10:00 a.m. – 2:00 p.m., with 55 vendors booked (five of them residents), and interest from at least one additional resident who spoke earlier in the meeting.

Under facilities, staff confirmed that monument repairs are substantially complete: concrete work is finished and painting is nearly done. Lighting controls for the clock tower and entry monuments had briefly exhibited mismatched colors when holiday programs cycled; the vendor walked staff through a reset, and staff reprogrammed the lights so that all elements now display synchronized holiday colors and then return to white as scheduled. Staff will verify the tree uplights are behaving consistently.

Security and access control upgrades continue: cameras covering the pool, tennis, and basketball courts are complete, with the playground slated for the next batch of work. Staff expects the playground scope to coincide with a broader surge-protection and cabling clean-up across the system given the number of lightning-related failures this year.

On water features, the Waterford fountain pump — returned to the manufacturer after water intrusion was detected — was confirmed to be repairable under warranty; the pump is expected back by next Tuesday. Staff is coordinating on the controller re-install so the feature can be returned to service promptly.

Regarding resident concerns, the Board received an update on restroom access during after-school hours. Due to recurring behavioral and supervision issues, staff has discontinued allowing unaccompanied minors to use the clubhouse restrooms; children must be accompanied by a parent or guardian. One parent reacted inappropriately toward staff by phone; the Board underscored that staff should not endure verbal abuse and affirmed the new access rule for safety and security.

Looking ahead, staff outlined several near-term maintenance projects:

Splash pad: resurfacing/painting to begin in February–March (warmer ambient temperatures are needed for proper adhesion).

Pool: localized delamination repair at a 12-inch section flagged during the November 21 Health Department inspection; no pool draining is required. Staff will also post a compliant maximum depth sign on the perimeter fence to resolve the second inspection comment.

Irrigation: crews are systematically addressing standing-water “puddles” by spot-excavating likely break points; recent work behind the Longwood monument exposed roots that had cracked a lateral—repairs are underway.

### **1. Status & Discussion of Employee Handbook**

Additional Supervisor comments may be sent to staff now so they can be bundled into employment counsel's ongoing review.

**G. District Manager**

- 1. 1.A. Status of Sales Tax Reimbursement from State – In Progress – Gathering and Assembling Support Documentation for Submission to FL DOR.**

**1.B. – Sales Tax Reimbursement from Kai:** Staff reported the expected sales tax reimbursement check was mailed on December 9 and is being tracked.

**2. Status of LED Streetlight Upgrade from Duke Energy**

On street lighting, staff noted that Duke confirmed District eligibility for LED conversions and will provide an estimate packet for Board consideration; the Duke representative is understaffed and responses are delayed, but the conversion should reduce operating costs after Board approval. Separately, Mr. Woodcock would continue to verify ownership/maintenance responsibility for lights near SR 54 along the platted easements previously discussed.

**3. Presentation of a Fiscal Year in Review**

Ms. Thibault presented the Year in Review — a narrative and quantitative lookback across categories — with emphasis on budget variances, drivers, and fund balance posture:

Total expenditures for FY2025 were \$1,609,945, with fund balance forwards to capital of \$2,144,847 (inclusive of a \$50,000 reserve transfer).

Finance & Administrative came in over budget by \$48,546, driven primarily by District Counsel overages associated with management transition work (+\$46,000) and higher than typical District Engineer engagement (+\$4,800). Supervisor compensation modestly exceeded budget due to additional meetings.

Debt Administration concluded under budget: trustee fees (-\$568) and arbitrage services were less than projected.

Law Enforcement ended ~\$2,538 over budget, but near historical trend.

Electric Utility finished \$27,972 under budget; the budget had conservatively contemplated a potential rate increase and included a timing catch-up from the prior year's streetlight billing.

Garbage/Solid Waste exceeded budget by \$768; the County's assessment came in above estimate and waste management rates increased by 15%.

Water & Sewer ended \$3,865 under budget.

Stormwater Control posted an overage of \$33,576, though still below prior-year actuals; major capital stormwater work (ADS) was handled via capital rather than O&M. Routine aquatic maintenance lines were under budget.

Other Physical Environment finished \$31,353 under budget. Within this, standard landscape maintenance slightly exceeded budget (+\$11,418) largely due to separate irrigation check billing; holiday décor came in under budget because the track lighting procurement shifted; mulch was under budget (one October cycle); irrigation repairs were higher (+\$19,211) reflecting a major \$29,500 roadway conduit repair and \$15,000 of Board-approved system fixes; fertilizer/pest control trended under plan.

Roads & Streets was unused (budget \$5,000), preserving capacity for parking lot and incidental hardscape work.

Parks & Recreation ended \$10,727 over budget. A terminated field services contract saved \$9,000, but amenity staffing costs increased (+\$13,140) to support an in-house model. Clubhouse maintenance (+\$11,875) and supply purchases rose as team capacity expanded. Gate maintenance/repair showed a \$18,733 overage from lightning-related access panel replacements; an initial set was not reimbursed, whereas a subsequent strike was successfully claimed. Pool/Waterpark overages included a \$9,760 splash pad repair (scope limited to mechanicals) and a \$4,735 motor replacement.

Special Events & Contingency finished \$488,320 under budget, reflecting the Board's policy decision to carry forward Vision Project funds; completed projects included USA Fence (playground), Athletic court improvements, Bandit Fitness equipment, and Blue Wave track lighting. Unused funds (\$381,769) should be reassigned forward for 2026 projects.

Capital Outlay trended \$79,952 under, but significant FY2026 capital disbursements are pending for erosion repairs—ADS (\$34,612) and Fin Outdoor (\$72,600 + \$5,000) already approved.

Management recommended a January budget amendment to align capital outlay and fund balance movements with when ADS and Fin Outdoor were actually paid (FY2026), and to formalize carry-forwards to the "Vision" projects list. The Board agreed that, after the amendment, staff should present a refreshed Vision Project plan in February, reflecting current costs and priorities, with Mark coordinating candidate scopes.

Fund balance remains healthy. Management showed an unassigned balance of roughly \$492,589, attributable in part to unbudgeted revenues: interest earnings (\$96,708) and robust room rental/POS activity. To preserve rate stability and increase transparency, management suggested the Board assign a portion of unassigned to a labeled "Emergency Reserve" and/or "Stabilization" and "Future Stormwater/Erosion" designations. Assignments are reversible by Board motion and appear monthly on financials, helping residents understand why unassigned dollars are being held and how they relate to future needs. The Board supported the approach in principle for action at the January amendment.

#### **4. Status of Sales Tax Reimbursement from Kai - Advised that Check Was Sent 12.09.2025**

Under tax and sales tax items, staff reported the expected sales tax reimbursement check was mailed on December 9 and is being tracked.

#### **IV. Administrative Items**

The Board then acted on current-year financials:

##### **A. Consideration for Acceptance: September Unaudited Financial Report**

September FY2025 Unaudited Financials were accepted (motion/second/unanimous). Supervisor Berdeguez asked about a Utility bill line that spiked anomalously; staff will obtain a billing explanation.

On a MOTION by Supervisor Wagner, SECONDED by Supervisor Griffin, WITH ALL IN FAVOR, the Board accepted the September Unaudited Financial Report, for the Concord Station Community Development District.

##### **B. Consideration for Acceptance: October Unaudited Financial Report**

October FY2026 Unaudited Financials were accepted (motion/second/unanimous).

On a MOTION by Supervisor Griffin, SECONDED by Chairwoman LaBarbera, WITH ALL IN FAVOR, the Board accepted the October Unaudited Financial Report, for the Concord Station Community Development District.

##### **C. Consideration for Approval – The Revised Minutes of the Concord Station October 9, 2025 Regular Meeting of the Board of Supervisors**

Tabled for further review and edits.

##### **D. Consideration for Approval – The Minutes of the Concord Station November 11, 2025 Regular Meeting of the Board of Supervisors**

Tabled for further review and edits.

##### **E. Discussion of Streetlight Boundary Map & Maintenance of the Area & Billing of SR 54 (to be discussed/distributed)**

Discussed at the time of Mr. Woodcock's presentation, Mr. Woodcock summarized preliminary research regarding responsibility for the light poles along 54th Street. Reviewing the plat, he identified a section where the right-of-way line lies just behind the sidewalk with a ten-foot utility easement and an additional ten-foot landscape easement beyond. In that segment the light poles fall within CDD-dedicated easement areas, pointing to CDD maintenance responsibility under the plat dedication. He emphasized that he has not completed the full corridor review, and that poles situated on County roads or within County right-of-way require separate confirmation. He will finalize the analysis early in the following week and send it to Ms. Thibault for a second-eyes review before staff checks for any related records.

Ms. Thibault also noted the ongoing conversation and work with the Duke representative Mr. Seel who will be presenting the District with an estimate which will then be presented to the Board as part of the approval process to switch to LED lights.

#### **F. Ratification of ECS Proposal for 50 Fobs - \$350**

Under access control, the Board ratified an ECS proposal for 50 additional fobs in the amount of \$350 (motion/second/unanimous). Staff confirmed ECS is also advancing surge protection concepts for lightning resilience.

On a MOTION by Supervisor LaBarbera, SECONDED by Supervisor Griffin, WITH ALL IN FAVOR, the Board approved ratification of the ECS Proposal for 50 Fobs for a total of \$350, for the Concord Station Community Development District.

#### **G. Final Presentation of ECS Executed Contract for Camera Installation – Informational Only**

The Board received, for information, the fully executed ECS camera installation agreement and acknowledged receipt of the insurance proceeds check related to earlier lightning damage.

#### **V. Audience Comments – New Business – (limited to 3 minutes per individual)**

None presented.

#### **VI. Supervisor Request**

During Supervisor requests, a proposal was raised by Chairwoman LaBarbera to provide a holiday bonus to the District's amenity manager in recognition of substantial cost savings and self-performed work. Counsel advised that Florida Statutes §215.425 requires a pre-existing, Board-adopted bonus policy to award bonuses; absent such a policy in force beforehand, bonuses cannot be paid. The Board agreed to incorporate a performance review and merit-based compensation policy into the Employee Handbook so that future performance awards can be considered lawfully. To that end, the Board asked that the handbook be finalized and presented in January, with a performance review schedule aligning to the amenity manager's six-month mark. Supervisors will transmit any final handbook edits to staff immediately so employment counsel can incorporate them.

#### **VII. Adjournment**

With no further business, a motion to adjourn was made and seconded. Upon unanimous consent, the Chair concluded the meeting.

On a MOTION by Chairwoman LaBarbera, SECONDED by Supervisor Griffin, WITH ALL IN FAVOR, the Board adjourned the Meeting for the Concord Station Community Development District.

*~Any individual who wishes to appeal a decision made by the Board with respect to any matter considered at this meeting is hereby advised that they may be responsible for ensuring that a verbatim record of the proceedings is made, including all testimony and evidence upon which the appeal is based.~*

The meeting minutes were approved by a vote of the Board of Supervisors during a publicly noticed meeting held on                     , 2026.

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

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

\_\_\_\_\_  
**Printed Name** ☐ Secretary ☐ Assistant Secretary

\_\_\_\_\_  
**Printed Name** ☐ Chairman ☐ Vice Chairman

## **EXHIBIT 19**

### **RETURN TO AGENDA**

## **AGREEMENT FOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

**THIS AGREEMENT (“Agreement”)** is made and entered into this \_\_\_\_ day of January 2026, by and between:

**CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government being situated in Pasco County, Florida, and whose mailing address is c/o Haven Management Solutions, LLC, 255 Primera Avenue, Suite 160, Lake Mary, Florida 32746 (“**District**”); and

**STEADFAST CONTRACTORS ALLIANCE, LLC**, a Florida limited liability company, whose mailing address is 30435 Commerce Drive, Suite 102, San Antonio, Florida 33756 (“**Contractor**,” and collectively with the District, the “**Parties**”).

### **RECITALS**

**WHEREAS**, the District was established pursuant to Chapter 190, Florida Statutes, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements, including but not limited to, landscaping and irrigation improvements; and

**WHEREAS**, the District desires to retain an independent contractor to provide landscape and irrigation maintenance services within the District; and

**WHEREAS**, to solicit such services, the District conducted a competitive proposal process based on a project manual and determined to make an award of a contract for landscape and irrigation maintenance services to the Contractor, based on certain proposal pricing provided by the Contractor; and

**WHEREAS**, the Contractor represents that it is qualified to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

**WHEREAS**, the District and the 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:

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

**2. SCOPE OF SERVICES.**

- A.** The Contractor shall provide the services described in the Scope of Services attached hereto as **Exhibit A** and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **Exhibit E** (“**Work**”). The Contractor shall provide no fewer than the number of landscape maintenance staff, including but not limited to laborers, supervisors, and technical personnel, as specified in **Exhibit A**.
- B.** The Contractor agrees that the Landscape Maintenance Areas Exhibit attached hereto as **Exhibit E** is the District’s best estimate of the District’s landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no

adjustment to price, and may add additional acreage of landscaping area to the Work beyond the 0.5 acre(s) using the unit pricing set forth in **Exhibit B**.

- C. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work.
- D. The Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, the Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.
- E. All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

### 3. **MANNER OF CONTRACTOR'S PERFORMANCE.**

- A. The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The Contractor shall document all Work using the forms attached hereto as part of **Exhibit C**. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District. Contractor acknowledges that it is responsible for continuously monitoring the health and appearance of the landscaping assets located within the Property, and for notifying the District if additional services are needed to maintain same.
- B. In the event that time is lost due to heavy rains ("**Rain Days**"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to, and approval by, the District Representatives (defined below).
- C. The Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting, irrigation system components, entry monuments, structures or curbing, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of District and at Contractor's sole cost and expense.
- D. The Contractor shall maintain at all times strict discipline among its employees and shall not employ for performance of Work contemplated under this Agreement any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen shall perform all Work on the premises in a uniform to be designed by the Contractor and shall maintain themselves in a neat and professional manner. No smoking in



or around the buildings will be permitted. No solicitation of any kind is permitted on District property.

#### 4. INSPECTIONS.

- A. The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("**District Representatives**"). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates its **District Manager and Amenities Manager**, or their designees, to act as the District Representatives. The Contractor shall not take direction from anyone other than the District Representatives (e.g., the Contractor shall not take direction from individual District Board Supervisors, any representatives of any local homeowner's associations, any residents, etc.). In the event the District Manager and Amenity Manager provide differing direction, the Contractor shall not take direction from either District Representative and immediately contact the Chairperson of the Board of Supervisors and District Counsel to resolve the conflict. The District shall have the right to change its designated representatives at any time by written notice to the Contractor.
- B. The Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month. Further, Contractor agrees to meet District Representatives no less than one (1) time per month to inspect the entirety of the property and discuss conditions, schedules, and items of concern regarding this Agreement and shall include a landscape report monthly for Board of Supervisors review, which shall be presented at least eight (8) days before the monthly Board meeting.
- C. If the District Representatives identify any deficient areas, the District Representatives shall notify Contractor whether through a written report or otherwise. Contractor shall then, within the time period specified by the District Representatives or if no time is specified then within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified, then within three (3) days and prior to submitting any invoices. If Contractor does not respond or take action within the specified time period, and without limiting the District's remedies in any way, the District shall have the rights to, among other remedies available at law or in equity to: (i) fine Contractor One Hundred Dollars (\$100) per day through a reduction in compensation; (ii) withhold some or all of Contractor's payments under this Agreement; and (iii) contract with outside sources to perform necessary services with all charges for such services to be deducted from Contractor's compensation. Any oversight by the District Representatives of Contractor's Services is not intended to mean that the District shall underwrite, guarantee, or ensure that the Services are properly performed by Contractor, and it is Contractor's responsibility to perform the Services in accordance with this Agreement.
  - i. Notwithstanding the foregoing, the District Representatives shall monitor and rate the Contractor's performance in accordance with the requirements set out herein and in the Scope of Services, and shall report the results of such monitoring to the

Contractor and the District's Board of Supervisors. In monitoring the Contractor's performance, the District Representatives are anticipated to record Contractor's performance on a form substantially similar to the Landscape Evaluation Scorecard attached hereto as part of **Exhibit D**. If at any time the Contractor's performance rating drops below 80%, and such deficiency persists for thirty (30) calendar days or longer, Contractor's compensation shall be automatically reduced by the difference between 80% and the Contractor's performance rating (i.e. if Contractor's performance rating is 70% and is not corrected to at least 80% within 30 calendar days, Contractor's compensation shall be reduced by 10% for the month at issue and until the target score of 80% is reached). This shall not be construed to limit the District's remedies hereunder or in law or equity for deficient service.

- D.** Any oversight by the District Representative of the Contractor's Work is not intended to mean that the District shall underwrite, guarantee, or ensure that the Work is properly done by the Contractor, and it is the Contractor's responsibility to perform the Work in accordance with this Agreement. Moreover, nothing in this section 4 shall be construed to authorize the Contractor to perform additional work or services at the sole direction of the District Representatives, and all additional work or services and related compensation shall be governed by section 7.C. of this Agreement.

**5. SUBCONTRACTORS.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

**6. EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date that this Agreement is signed by the last of the Parties hereto and shall remain in effect as set forth in section 7, unless terminated in accordance with the provisions of this Agreement.

**7. COMPENSATION; TERM.**

- A. Term.** The initial term of this Agreement shall begin on January 11, 2026, and continue through September 30, 2027 ("**Initial Term**"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement may be eligible for four (4) additional times on an annual basis each October 1, in the District's sole discretion and at the amounts set forth in **Exhibit B**. Notwithstanding anything to the contrary herein, the District's obligation to pay under this Agreement are contingent upon an annual appropriation by the District's Board of Supervisors and the levy of a valid operations and maintenance special assessment. In the event that such annual appropriation is not made, this Agreement shall be terminated with no further obligations of the Contractor.
- B. Compensation.** Compensation for the Work shall be in the total amount of **Two Hundred Seventy One Thousand Eight Hundred Forty Eight Dollars and Zero Cents (\$271,848.00)** per year, in monthly installments of **Twenty Two Thousand Six Hundred Fifty Four Dollars and Zero Cents (\$22,654.00)** ("**Compensation**") for the Initial Term, as more specifically described in **Exhibit B**. Such Compensation covers the items specified in each respective part of Contractor's Bid Form attached hereto. All additional work or services and related compensation shall be governed by section 7.C. of this Agreement.

- C. **Additional Work.** Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems, such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("ASO"), in substantially the form attached hereto as **Exhibit F**. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's proposal pricing (attached as part of **Exhibit B**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.
- D. **Payments by the District.** The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall be for services actually rendered in the preceding month and shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et seq., *Florida Statutes*, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
- E. **Payments by the Contractor.** Subject to the terms herein, the Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, the Contractor will provide proof of such payment. The Contractor agrees that it shall comply with Section 218.735(6), *Florida Statutes*, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, the District may at any time make payments due to the Contractor directly or by joint check, to any person or entity for obligations incurred by the Contractor in connection with the performance of Work, unless the Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due the Contractor in the same manner as if such payment had been made directly to the Contractor. The provisions of this Section are intended solely for the benefit of the District and will not extend to the benefit of any third persons, or obligate the District or its sureties in any way to any third party. Subject to the terms of this Section, the Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that the Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. The Contractor waives any right to file mechanic's and construction liens.

## **8. INSURANCE.**

- A.** At the Contractor's sole expense, the Contractor shall maintain throughout the term of this Agreement the following insurance:
- i.** **WORKERS' COMPENSATION/EMPLOYER'S LIABILITY:** Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Agreement, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.
  - ii.** **COMMERCIAL GENERAL LIABILITY:** Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Agreement.
  - iii.** **AUTOMOBILE LIABILITY:** Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$2,000,000.00 combined single limit covering all work performed under this Agreement.
  - iv.** **UMBRELLA LIABILITY:** With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Agreement.
  - v.** **CONTRACTORS POLLUTION LIABILITY.** With limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability.
- B.** The District and its respective staff, supervisors, officers, agents, and consultants shall be named as additional insureds on all above listed policies except Workers' Compensation and Employer's Liability Coverage. No policy may be canceled during the term of this Agreement without at least thirty (30) days' written notice to the District. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance under this Agreement. Such insurance shall be considered primary and non-contributory with respect to the additional insureds, all such required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the additional insureds. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C.** The procuring of required policies of insurance shall not be construed to limit the Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- D.** The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- E.** Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.

- F. Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- G. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If the Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due to the Contractor.

**9. INDEMNIFICATION.**

- A. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District and its, supervisors, staff, officers, consultants, agents, subcontractors and employees 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 attorney's fees, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor, or any subcontractor, supplier, or any individual or entity directly or indirectly employed or used by any of the Contractor to perform any of the work. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees. This section shall survive any termination of this Agreement.
- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the Indemnitees, jointly or individually.
- C. 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 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.

**10. LIMITATIONS ON GOVERNMENTAL LIABILITY.** 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 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.

## **11. WARRANTY AND COVENANT.**

- A.** The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement, or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. The Contractor further warrants to the District those warranties which the Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). The Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Work, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve the Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, the Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. The Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. The Contractor shall be responsible for maintaining and warranting all plant material maintained by the Contractor as of the first date of the Work.
- B.** The Contractor hereby covenants to the District that it shall perform the Work:
- i.** using its best skill and judgment and in accordance with generally accepted professional standards; and
  - 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, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform.
- C.** The Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use 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.

**12. ENVIRONMENTAL ACTIVITIES.** The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by the Contractor.

**13. ACCEPTANCE OF THE SITE.** By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the site is consistent

with local community standards and that there are no deficiencies. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping and irrigation system, in its current condition, and on an “as is” basis. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping and/or site conditions were not in good condition.

**14. TAX-EXEMPT DIRECT PURCHASES.** The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

- A. The District may elect to purchase any or all materials directly from a supplier identified by the Contractor.
- B. The Contractor shall furnish detailed Purchase Order Requisition Forms (“**Requisitions**”) for all materials to be directly purchased by the District.
- C. Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.
- D. The purchase order issued by the District shall include the District’s consumer certificate of exemption number issued for Florida sales and use tax purposes.
- E. The Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The Contractor’s possession of the materials will constitute a bailment. The Contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.
- F. After verifying that delivery is in accordance with the purchase order, the Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District’s issuance of payment to the supplier. The District will process the invoices and issue payment directly to the supplier.
- G. The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.
- H. All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

**15. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall 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 act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

**16. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any

interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

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

**18. SUCCESSORS; ASSIGNMENT.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement. Notwithstanding the foregoing, Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.

**19. TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, and as the Contractor's sole remedy, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

**20. E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, the 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 the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

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

**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.



**23. AGREEMENT; AMENDMENTS.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement. To the extent of any inconsistency between this document and the exhibits attached hereto, this Agreement shall control. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

**24. ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be Pasco County, Florida.

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

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

**A. If to the District:** Concord Station Community Development District  
c/o Haven Management Solutions, LLC  
255 Primera Avenue, Suite 160  
Lake Mary, Florida 32746  
Attn: District Manager

**With a copy to:** Kilinski | Van Wyk PLLC  
517 East College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel, Concord Station CDD

**B. If to the Contractor:** Steadfast Contractors Alliance, LLC  
30435 Commerce Drive, Suite 102  
San Antonio, Florida 33576  
Attn: \_\_\_\_\_

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

**27. THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party

not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

**28. PUBLIC RECORDS.** The 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, the 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*. The Contractor acknowledges that the designated public records custodian for the District is Haven Management Solutions, LLC (“**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 the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in the 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 the Contractor, the 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. Contractor acknowledges that, pursuant to Section 287.058(c), *Florida Statutes*, the District may unilaterally cancel this Agreement if the Contractor refuses to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Agreement, unless such records are exempt under Florida law.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 221-9153, PATRICIA@HAVENMGTSOL.COM, 255 PRIMERA BLVD., SUITE 160, LAKE MARY, FLORIDA 32746.**

**29. 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.

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

**31. 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.

**32. ANTI-HUMAN TRAFFICKING REQUIREMENTS.** The 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*. The Contractor agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*, and acknowledges that if the Contractor refuses to sign said affidavit, the District may terminate this Agreement immediately.

**33. PUBLIC ENTITY CRIMES.** The Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list as described in Section 287.133(3)(a), *Florida Statutes*, within the last thirty-six (36) months and, if the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

**34. FOREIGN INFLUENCE.** The Contractor understands that under Section 286.101, *Florida Statutes*, that the Contractor must disclose any current or prior interest, any contract with, or any grant or gift from a foreign country of concern as that term is defined within the above referenced statute.

**35. SCRUTINIZED COMPANIES STATEMENT.** In accordance with Section 287.135, *Florida Statutes*, the Contractor represents that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is 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, the Contractor shall immediately notify the District. If the 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.

IN WITNESS WHEREOF, the parties execute this Agreement as set forth below.

**CONCORD STATION COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
By: \_\_\_\_\_

**STEADFAST CONTRACTORS ALLIANCE,  
LLC, a Florida limited liability company**

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

- Exhibit A: Scope of Services**
- Exhibit B: Proposal Pricing (Part III of Proposal Form)**
- Exhibit C: Other Forms**
- Exhibit D: Landscape Evaluation Scorecard**
- Exhibit E: Maintenance Map**
- Exhibit F: Form of Additional Services Order**

**EXHIBIT A**  
**SCOPE OF SERVICES**

*[See following pages]*

## SCOPE OF SERVICES

### PART 1

#### GENERAL LANDSCAPE MAINTENANCE

**1) MOWING** – All grass areas will be mowed on the following schedule:

MARCH 1 – NOVEMBER 1 – Once a week

NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing, and general detailing of property, etc.) Notwithstanding the above, at no time will the grass (or weeds within turf) be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three and one half (3 1/2) to four (4) inches, Celebration Bermuda at a height of three quarter (3/4) to one and one quarter (1 ¼) inches & Zoysia at a height of one (1) to one and one half (1 ½) inches. Rotary Mowers are preferred for heights above one (1) inch. Do not remove more than 1/3 of the height of the leaf blade at any one mowing. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass after mowing. Otherwise, large clumps of clippings MUST either be collected and removed by the CONTRACTOR OR be left to dry out on the lawn for no more than one day and then re-distributed across the lawn. The mulching kit must be left in the “closed” position at all times, specifically when mowing pond banks and all parks. Additionally, when mowing pond banks, mowers must be used in a counter clockwise direction. This is to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. Contractor will be responsible for line-trimming these areas during each and every mow event. Contractor is to include in his proposal, any and all necessary equipment, protective clothing or any other gear necessary for crews to perform this work. No “extras” will be billed to the District. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR'S mowing equipment within twenty-four hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the District's Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. Weekend work is permitted when necessary, upon prior approval.

***Pond Mowing*** - All ponds identified as such on the overall Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Line trimming at Bridge entrances water's edge, control structures, mitered end sections and any other storm water structures shall occur each and every time the pond is mowed. Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. This is slightly higher than the mow height in common area Bahia plantings in flatter areas to minimize pond bank erosion. Pond banks will be mowed and trimmed to water's edge. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to water's edge, Contractor shall be extremely careful not to scalp at the water's edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. Mowers must blow all clippings away from pond

banks. It is understood that trash debris of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event.

2) **EDGING AND TRIMMING** – All hard-edged areas (curbs, sidewalks, bike paths, trails, etc.) shall be vertically edged at each and every mowing event and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT. Chemical edging shall not be permitted anywhere on property.

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL, MANAGEABLE SECTIONS. CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. PARK SITES, CLUBHOUSES, PARKING LOTS AND ALL OTHER HIGH TRAFFIC AMENITIES ON THE PROPERTY SHALL BE CLEANED UP IMMEDIATELY AFTER MOWING AND EDGING TAKES PLACE. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.

3) **TREE AND SHRUB CARE** – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Contractor is **responsible for the removal of all branches and limbs up to a 4" diameter and up to a 15' height to keep them** from encroaching onto buildings (including roofs), signage structures, play structures, fences & walls, as well as pruned to prevent street lights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars. (This is to include maintaining at all times a minimum of ten to fifteen (10-15) feet of clearance under all limbs depending on location and species of tree but shall vary according to DOT specs.) All moss hanging from trees (as well as **all ball moss**) shall be removed up to a height of 15' from all trees on an as-needed basis. However, during the dormant season, ALL Crape Myrtles shall have ALL mosses removed from the entire tree regardless of height. **Crape Myrtles are not to be "hat racked" at any time. Pencil pruning is the preferred method of Crape Myrtle** pruning and should be performed after threat of frost has passed. The initial removal of all Spanish and Ball Mosses shall be completed within ninety (90) days of contract commencement.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of District property. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provisions for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. Contractor shall sterilize all pruning equipment prior to pruning the next shrub grouping; particularly when fungal diseases are known to be present. All clippings and debris from pruning will be carted away at the time pruning takes place. It is of utmost importance that all plant material within clear site lines and visibility triangles at roadway intersections

and medians is maintained at or below the required heights. It is the Contractor's responsibility to bring to the attention of the District all areas that are not in compliance. If pruning will bring the area into compliance, then **the Contractor, after conferring with District's representative, will proceed with the pruning activity.** However, if pruning will NOT bring the area into compliance, perhaps due to permanent existing grades, then another solution will need to be proposed and executed. Contractor will also be responsible to keep mulch pulled away from the base of ALL landscape lights at ALL times, not just after a mulching event. This is specific to LED with circuit boards in base.

AREAS WHERE WETLANDS ARE ADJACENT TO TURF AREAS (WHETHER ALONG ROADWAYS OR LAKE BANKS) CONTRACTOR IS RESPONSIBLE TO KEEP ALL WETLAND MATERIAL CUT BACK AT ALL TIMES AND NOT LET THIS MATERIAL REDUCE THE SIZE OF THE TURF AREA.

**Palms** - All palms (regardless of height) shall receive pruning as often as necessary to appear neat and clean at all times. This includes the removal of brown and/or broken fronds and inflorescence. Removal of green or **even yellowing fronds is unnecessary and pruning palms above the nine o'clock – three o'clock line is prohibited.** Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. Contractor shall be responsible for the removal of all palm fruit stains. Contractor shall sterilize all pruning equipment prior to pruning the next palm, paying careful attention when pruning Medjool, Sylvester, Reclinata and Canary Palms.

4) **WEEDS AND GRASSES** – All groundcover, turf areas, shrub beds & tree rings shall be kept reasonably free of weeds and grasses, and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre & post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris (leaf and other) to keep the area neat and tidy. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide.

**AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.**

**NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, TREE RINGS, ETC.) THE FIRST OFFENSE WILL RESULT IN A VERBAL WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND VERBAL WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION. CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE REPLACEMENT OF ALL TURF DAMAGED BY THE APPLICATION OR OVERSPRAY OF HERBICIDES (SELECTIVE OR NON-SELECTIVE).**

The CONTRACTOR shall be responsible for the replacement of ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of landscape shrubs growing through, weeds, undesirable vines and overhanging limbs.

5) **MAINTENANCE OF PAVED AREAS** – All paved areas (including, but not limited to, pool deck pavers, other paver surfaces, sidewalk expansion joints, curb and gutters, curb and gutter expansion joints, bike lane edges along roadways) shall be kept weed & debris free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches



in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas. Contractor is not to use non-selective herbicides to eradicate weeds in curblane expansion joints where the chemical can travel back into the turf causing regularly spaced dead patches behind the curbs and sidewalks.

**6) CLEAN UP** – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings shall be blown off sidewalks, streets and curbs within a relatively short time frame and are not to be left for more than two hours, unless otherwise noted above. Also grass clippings shall be blown into turf areas, never into mulched bed areas or tree rings as these are to be maintained free of grass clippings. Grass clippings at highly trafficked areas (i.e., tennis courts, clubhouse sidewalks, pool areas, walking trails, etc.) shall be blown off immediately after mowing and edging have taken place. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**

**7) REPLACEMENT OF PLANT MATERIAL** – Trees and shrubs in a state of decline should immediately be brought to the attention of the DISTRICT. Dead or unsightly plant material shall be removed upon notification of the DISTRICT. CONTRACTOR shall be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance.

## PART 2

### FERTILIZATION

Any fertilizer ordinance in place for Pasco County specifically banning fertilizers during a specific season(s), will be followed and any applicable Pasco County ordinance shall control over the schedule provided below. It is required that those practices outlined in the GIBMP guidelines be followed. Highlights are listed below.

**NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF Pasco COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) WITHIN 36 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.**

For purposes of bidding and until a soil test is provided to indicate otherwise, all turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for south Florida turf: (per GIBMP guidelines and University of Florida IFAS Extension, south Florida is determined by anything south of a line running east-west from coast to coast through between Tampa & Vero Beach.)

#### All St. Augustine Sod:

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
July	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
September	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
November	A complete fertilizer based on soil tests + PreM

**All Bahia Sod:**

February	A complete fertilizer based on soil tests + Pre M
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
October	A complete fertilizer based on soil tests + Pre M

**All Zoysia Sod:**

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
July	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
September	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
November	A complete fertilizer based on soil tests + PreM

**All Bermuda Sod:**

February	A complete fertilizer based on soil tests + PreM
March	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
April	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
May	A complete fertilizer based on soil tests
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
July	Fe For foliar application, uses ferrous sulfate (2 oz/3-5 gal. H2O/1,000 SF)
September	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
November	A complete fertilizer based on soil tests + PreM

Prior to final fertilization selection, a complete soil test should be performed to test for soil pH as well as N, P & K levels. Should change be of merit, the Contractor shall notify the District in writing prior to the implementation of such change. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be immediately removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Fertilizer shall be applied in a uniform manner, based on soil samples conducted at least annually. If streaking of the turf occurs, correction will be required immediately at no additional cost to owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR MISHANDLING OF FERTILIZER.** Fertilizer shall not be applied within ten (10) feet of the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

#### **SHRUB, TREE & GROUNDCOVER FERTILIZATION:**

For purposes of bidding, All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, June, October)

A complete fertilizer (formula will vary according to soil test results) at a rate of 4-6 lbs. N/1000 sq. ft./year. (A minimum 50% Nitrogen shall be in a slow-release form)

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS MISHANDLING OF PRODUCT.**

#### **PALM FERTILIZATION:**

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, June, September & November). 100% of the N, K & Mg **MUST** be in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline **of the canopy but must be kept at least 6" from the palm trunk.**

Fertilizer shall not be billed equally on a monthly basis, but invoiced the month after application.

CONTRACTOR shall provide the DISTRICT with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity. Payment will not be made until correct quantity and formulation has been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.

### **PART 3**

#### **PEST CONTROL**

**Insects and Disease in Turf** - Insect and disease control spraying in turf shall be provided by the Contractor every month with additional spot treatment as needed. During the weekly inspections the Contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to: scale, mites, fungus, chinchbugs, grubs, nematodes, fireants, mole crickets, etc. Contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for "formula" under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

**Insects and Disease Control for Trees, Palms and Plants** - The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms. **Contractor will be fully responsible in the treatment of such afflictions. At the District's discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm**

Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price. Contractor is to identify those species of palms susceptible and supply a list of species and quantities with proposal. Each susceptible palm shall receive quarterly injections. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. The District reserves the right to subcontract out any and all OTC Injection events. This will not be included in the Contract Amount.

The Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary, they will be applied on a spot treatment basis when wind drift is a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the **Contractor's full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor's responsibility to treat these conditions in an expedient manner.**

**It shall also be the Contractor's responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.**

**If at any time the District should become aware of any pest problems it will be the Contractor's responsibility to treat pest within five (5) working days of the date of notification.**

**Fire Ant Control** - Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait. Contractor shall be responsible to knock down and spread-out soil once mounds are dead.

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top **Choice in all finished landscape areas designated as "District Landscape Area" on the Maintenance Exhibit.** These areas are indicated with a dark green color. **UNLESS OTHERWISE DIRECTED, ONLY THOSE AREAS COVERED BY AUTOMATIC IRRIGATION ARE TO BE INCLUDED IN THIS NUMBER.** This is not to include lake banks behind the residential properties or between ponds and conservation areas.

Pest Control will not be included as a standard line item in each monthly billing, but shall be invoiced as a separate line item the month after service is rendered.

Pest Control shall be included in the Contract Amount.

#### **PART 4**

##### **IRRIGATION SYSTEM MONITORING AND MAINTENANCE**

Irrigation System. Contractor shall inspect and test the irrigation system components within the limits of the District a minimum of one (1) time per month. Areas shall include all of the existing irrigation systems to date (app. \_\_ zones, \_\_ controllers, \_\_ pump stations & \_\_ well).

These inspections shall include:

A. Irrigation Controllers

1. Semi automatic start of the automatic irrigation controller
2. Check for proper operation
3. Program necessary timing changes based on site conditions & time DST
4. Lubricate and adjust mechanical components
5. Test back up programming support devices
6. Ensure the proper operation of each automatic rain shutoff device. If none, provide proposal for the installation to be included in the 30-day irrigation audit.

B. Water Sources

1. Visual inspection of water source
2. Clean all ground strainers and filters
3. Test each pump at design capacities weekly; inform District Manager of any problems immediately. This is to minimize the time a water source is down. Contractor shall also confirm weekly that all backflow preventers are on and operating properly, if applicable.
4. Test automatic protection devices

C. Irrigation Systems

1. Manual test and inspection of each irrigation zone in its entirety.
2. Clean and raise heads as necessary
3. Adjust arc pattern and distance for required coverage areas
4. Clean out irrigation valve boxes

D. Report

1. Irrigation operation time
2. Irrigation start time
3. Maintenance items performed
4. General comment and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components. Locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. **It shall be the Contractor's responsibility to ensure all drip tubing is covered with mulch prior to Contractor leaving the property.** All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.

Upon execution of the Agreement, Contractor shall assume responsibility for any and all unreported maintenance deficiencies, including parts and labor, associated with the irrigation system of 2 inches or less, to include sprinkler heads, nozzles, drip, main and delivery lines and any associated fittings. Said repairs shall be performed immediately. The District Manager shall be notified what day and time of the week the irrigation

tech will be available servicing the community. The Contractor will keep detailed irrigation reports consisting of run times and correct operation of system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of the need for a repair and not reporting it.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Pasco County or any other governmental agencies. It is the responsibility of the Contractor to ensure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be **the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.**

Emergency service shall be available after normal working hours and an emergency telephone number will be **provided to Management or their assign. Broken mainlines and irrigation valves stuck in the "open" position** are to be considered emergencies.

Freeze Protection. The Contractor shall describe ability and cost per application to provide freeze protection for pumps/wells.

## **PART 5**

### **INSTALLATION OF MULCH**

After prior approval by the Board of Supervisors, Contractor shall top dress all currently landscaped areas as **shown on the maintenance map (landscaped beds, tree rings) with Grade "A" Medium Pine Bark Mulch up to** twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches after compaction.

Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. In addition to the aesthetics of this, it is also done to facilitate mechanical edging of these areas. Additionally, Contractor **shall properly trench all bedlines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3" & beveled to reduce mulch washout.** This procedure has not been practiced in the past and Contractor is to include any additional labor in the cost of the mulch for all trenching. Mulch shall not be piled around tree trunks or bases of plants. Any mulch **"volcanoes" around tree trunks shall be corrected immediately at no additional cost to Owner.**

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch is required to attain the required **total depth of 3", sufficient mulch shall be supplied by Contractor at no additional cost to District.**

This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. Contractor shall provide a price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.

The District reserves the right to subcontract out any and all mulching events.

## **PART 6**

### **ANNUAL INSTALLATION**

**Planting of Annuals.** After prior approval by the Board of Supervisors, Contractor shall replace approximately 3,200 annuals per planting in 4" pots up to four (4) times per year in designated areas and maintain annuals to ensure a healthy appearance. The Contractor will have the type of annual to be installed pre-approved by the District or its representative in writing. An Annual Options Presentation for the entire year stipulating plant options and timing for each rotation shall be submitted to the District shortly after execution of contract in order for the District or its representative to select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs. Timing shall be centered on a holiday rotation being planted no later than the end of the first week of December and rotate accordingly every three months. (Jan., April, July, and Oct.)

Annual installation price shall include the removal of all dead annuals prior to placing new plants, regular dead-heading, necessary soil adjustments, soil additives, fungicides and monthly slow-release nutritional requirements at no additional cost to District. Contractor shall replace at his expense any annual that dies, fails to thrive or is damaged by insects/disease. Contractor shall also include in the spring rotation (March) at no additional cost to District, a major renovation of all annual beds. A potting mix specifically blended for annuals shall be used at this time and shall be replenished as necessary prior to each changeout throughout the year. **All annual beds shall be raised at least eight inches and covered with a layer of Pine Fines 1" thick. All this shall be provided at no additional cost to the District.**

**This item will not be included in the contract amount. Contractor shall provide a price per 4" plant as requested and shall submit with bid.** This work shall be invoiced separately in the month after service is rendered. Annuals shall include the following:

#### **December through March**

A combination of pink petunias, dusty miller and holiday poinsettias. Replace Poinsettias with Dwarf(Sonnet, Snapshot or similar) snapdragons after the holidays or when the poinsettias decline

#### **April through June**

Plant a combination of purple Angelonia, red Salvia and Dwarf Zinnias(of the Profusion or Zahara series)

#### **July through November**

Beds of a blend of Pentas colors or single colors or a combination of Pentas, Dwarf Zinnias(of the Profusion or Zahara series), Farinacea Salvia, and Torenia

#### **November and December**

Red and white petunias

**\*\* Alternatives could include Begonias, Sunpatiens, Marigolds, Wheat Celosia, Joseph's coat or Geraniums**

The District reserves the right to subcontract out any and all annual installation events.

[END OF SECTION]

**EXHIBIT B**  
**PROPOSAL PRICING**



**PROPOSAL FORM  
SECTION III – PRICING**

*NOTE: This pricing form is intended to cover pricing for the initial one-year term of the contract. It is assumed that prices will remain the same through each of the four potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one-year term, and any annual renewal terms.*

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

**PART 1**

**General Landscape Maintenance**

\$ 231,000.00 yr.

- Storm Cleanup \$ 125.00/hr. (do not include in General Landscape Maintenance total or Grand Total)

- Freeze Protection (description of ability) Freeze cloth where applicable

\_\_\_\_\_

\_\_\_\_\_

\$ 1000.00 /application (do not include in General Landscape Maintenance total or Grand Total)

- Hand Watering (do not include in General Landscape Maintenance total or Grand Total)

\$ 60.00 /hr. for employee with hand-held hose

\$ 170.00 /hr. for water truck/tanker

Contractor is asked to provide a price per acre for:

Verticutting \$ 1100.00 / acre

Core Aeration \$ 420.00 / acre

**\*\*\*Moss removal and in contract tree elevation will occur in the off months (not June-Sept)**

## PART 2

**Fertilization (All labor and materials)** \$ 16,848.00 yr.  
 (Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	20-0-10 w/pre-emergent	1	680	\$1675.50
April	21-0-0	.5	350	\$1675.50
June	15-0-15	1	680	\$1675.50
October	20-0-10 w/pre-emergent	1	680	\$1675.50

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	20-0-10 w/pre-emergent	1	300	\$767.00
April	21-0-0	.5	300	\$767.00
May	24-2-11	1	300	\$767.00
July	24-2-11	1	300	\$767.00
September	24-2-11	1	300	\$767.00
November	20-0-10 w/pre-emergent	1	300	\$767.00

CELEBRATION BERMUDA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
		N/A		

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12	1	750	\$1134.00
June	8-2-12	1	750	\$1134.00
October	8-2-12	1	750	\$1134.00

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12+4	3	90	\$535.50
June	8-2-12+4	3	90	\$535.50
September	8-2-12+4	3	90	\$535.50
November	8-2-12+4	3	90	\$535.50

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapees, Loropetalum, K.O. Roses, Ixora, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
		N/A		

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

### **PART 3**

**Pest Control** (All labor and materials) \$ Included yr.

(if entire pesticide allowance is required) \*

\*This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

**OTC Injections will be performed at the discretion of the District's BOS**  
*(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)*

**OTC Injections** (All labor and materials)

\$ 2700.00 /yr. (based on quantities below)

(OTC injections per specs - **do not include in Grand Total**)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
Medjool	15	1	45.00	\$2700.00

**The CDD reserves the right to subcontract out any and all OTC Injection events.**

#### **Application of Top Choice for annual treatment of Fire Ants**

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. \$ 1440.00 / yr.

**Top Choice application will be performed at the sole discretion of the District's BOS**  
*(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)*

**PART 4**

**Irrigation** (All labor and materials)

\$ 24,000.00 /Yr

Freeze Protection (description of ability) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\$500.00 /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate \$ 250.00 /hr. (i.e. broken mainlines, pump & wells, etc.)

**Contractor shall inspect the irrigation system prior to contract award and shall provide a list of additional charges and pricing for any deficiencies and for such items other than routine maintenance as a separate price from this bid. This should be provided on a separate spreadsheet.**

**The DISTRICT reserves the right to subcontract any irrigation event to an outside vendor.**

## PART 5

**Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:**

270 CY Medium Pine Bark Mulch per specs for the first top-dressing at \$ 60.00 /CY  
(app. October) \$ 16,200.00/installation

And

270 CY Medium Pine Bark Mulch per specs for the second top-dressing at \$ 60.00 /CY  
(app. April) \$ 16,200.00 /installation

Installation of Pine Bark Mulch (medium) (All labor and materials) \$ 32,400.00 /yr.  
(if both topdressings are performed - do not include in Grand Total)

**Each top-dressing shall leave all beds with a depth of 3"**  
**The DISTRICT reserves the right to subcontract any mulching event to an outside vendor.**

## PART 6

**Annual Installation** (All labor and materials)

**The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor.**

Contractor shall install 3,200 (4.5") annuals up to four (4) times per year per specs at the direction of the District at \$ 2.75 /annual

\$ 8,800.00 /rotation

\$ 35,200.00 /yr. (if all rotations are performed - do not include in Grand Total)

**GRAND TOTAL (PARTS 1, 2, & 4 - This is what contract will be written for.)**

\$ 271,848.00 / Initial Term

FIRST ANNUAL RENEWAL	\$ <u>271,848.00</u> /yr.
SECOND ANNUAL RENEWAL	\$ <u>280,003.44</u> /yr.
THIRD ANNUAL RENEWAL	\$ <u>280,003.44</u> /yr.
FOURTH ANNUAL RENEWAL	\$ <u>288,003.44</u> /yr.

**\*Unless prices are to remain the same throughout the initial contract term and each of the four possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.**

Contractor/Firm Name Steadfast Contractors Alliance, LLC

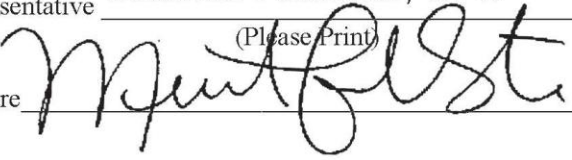
Firm Address 30435 Commerce Dr, Unit 102

City/State/Zip San Antonio, FL 33576

Phone Number 844-347-0702 Fax Number 813-388-4490

Name and Title of Representative Miranda Faulkner, CFO

(Please Print)

Representative's Signature 

Date 12/4/25

ADDENDA – Bidder acknowledges the receipt of Addendum No.'s

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_ 5. \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

## **COST BREAKOUT FOR GENERAL LANDSCAPE MAINTENANCE**

### **General Landscape Maintenance**

Mowing, hard edging, blowing off hard surfaces:	\$ <u>6,000.00</u> / event
Pond bank mowing, including line-trimming to water's edge:	\$ <u>3,000.00</u> / event
Bed detailing, including weeding, soft edging, shrub pruning, delineation and dead-wooding, dead-heading of annuals, trash and landscape litter removal:	\$ <u>per service</u> / event
Tree Lifting:	\$ <u>per service</u> / event
Palm Pruning, including seed pods, old flower stalks, and inflorescence, vines & volunteers:	\$ <u>per service</u> / event



**LANDSCAPE AND IRRIGATION MAINTENANCE**  
**RATES FOR ADDITIONAL SERVICES**

Please provide rates for the following items (including overhead and profit) which will be used for any additional work and/or services:

A.	Mowers w/operator	\$ <u>60.00</u> Hour
B.	Bush-Hog w/operator	\$ <u>Per service</u> Hour
C.	Tractor w/operator	\$ <u>Per service</u> Hour
D.	Supervisor with Transportation	\$ <u>60.00</u> Hour
E.	Laborer with hand equipment	\$ <u>60.00</u> Hour
F.	Truck w/driver	\$ <u>60.00</u> Hour
G.	Irrigation Tech	\$ <u>85.00</u> Hour
H.	Granular Pesticide Applicator Person with Drop Spreader	\$ <u>60.00</u> Hour
I.	Liquid Pesticide Applicator Person with Spray Truck	\$ <u>60.00</u> Hour
J.	Granular Fertilizer Applicator Person with Drop Applicator	\$ <u>60.00</u> Hour
K.	Liquid Fertilizer Applicator Person with Spray Truck	\$ <u>60.00</u> Hour
L.	Granular Weed Control Applicator Person with Drop Applicator	\$ <u>60.00</u> Hour
M.	Liquid Weed Control Applicator Person with Spray Truck	\$ <u>60.00</u> Hour
N.	Laborer for Additional Trash Pick-Up	\$ <u>60.00</u> Hour
O.	Lump Sum Mowing <sup>(1)</sup> , entire community	\$ <u>\$4800.00</u> Per Mow

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<sup>1</sup> Mowing shall include mowing, edging, weed eating, weeding of beds, weeding of lawns and blowing and/or vacuuming.

### EMERGENCY CLEAN-UP SERVICES

In the event of a declared emergency or disaster, the following services shall be provided on a time and materials basis, at the rates (which include all costs including but not limited to overhead and profit) set forth below:

A. Debris removal personnel unit costs:

Labor	\$ 60.00	per Hour
	\$	per Hour
	\$	per Hour

B. Debris removal equipment unit costs:

Dump	\$ 250.00/load	per Hour
	\$	per Hour
	\$	per Hour

C. Other emergency/disaster related unit costs:

Storm	\$ 125.00	per Hour
	\$	per Hour
	\$	per Hour

Costs for equipment and personnel are only payable for when the equipment and personnel are operating. No stand-by time is eligible for payment. Disaster recovery assistance services shall not exceed 70 hours for each declared emergency or disaster. Contractor shall maintain and supply District all necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies. The District reserves the right to contract with an outside vendor for any or all emergency clean-up services.

# Proposal Forms

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1st Annual Renewal  
Year 2



**PROPOSAL FORM  
SECTION III – PRICING**

***NOTE: This pricing form is intended to cover pricing for the initial one-year term of the contract. It is assumed that prices will remain the same through each of the four potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one-year term, and any annual renewal terms.***

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

**PART 1**

**General Landscape Maintenance**

\$ 231,000.00 yr.

- Storm Cleanup \$ 125.00/hr. (do not include in General Landscape Maintenance total or Grand Total)

- Freeze Protection (description of ability) Freeze cloth where applicable

\_\_\_\_\_

\_\_\_\_\_

\$ 1000.00 /application (do not include in General Landscape Maintenance total or Grand Total)

- Hand Watering (do not include in General Landscape Maintenance total or Grand Total)

\$ 60.00 /hr. for employee with hand-held hose

\$ 170.00 /hr. for water truck/tanker

Contractor is asked to provide a price per acre for:

Verticutting \$ 1100.00 / acre

Core Aeration \$ 420.00 / acre

**\*\*\*Moss removal and in contract tree elevation will occur in the off months (not June-Sept)**

## PART 2

**Fertilization (All labor and materials)** \$ 16,848.00 yr.  
(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	20-0-10 w/pre-emergent	1	680	\$1675.50
April	21-0-0	.5	350	\$1675.50
June	15-0-15	1	680	\$1675.50
October	20-0-10 w/pre-emergent	1	680	\$1675.50

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	20-0-10 w/pre-emergent	1	300	\$767.00
April	21-0-0	.5	300	\$767.00
May	24-2-11	1	300	\$767.00
July	24-2-11	1	300	\$767.00
September	24-2-11	1	300	\$767.00
November	20-0-10 w/pre-emergent	1	300	\$767.00

CELEBRATION BERMUDA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
		N/A		

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12	1	750	\$1134.00
June	8-2-12	1	750	\$1134.00
October	8-2-12	1	750	\$1134.00

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12+4	3	90	\$535.50
June	8-2-12+4	3	90	\$535.50
September	8-2-12+4	3	90	\$535.50
November	8-2-12+4	3	90	\$535.50

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapees, Loropetalum, K.O. Roses, Ixora, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
		N/A		

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

### **PART 3**

**Pest Control** (All labor and materials) \$ Included yr.

(if entire pesticide allowance is required) \*

\*This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

**OTC Injections will be performed at the discretion of the District's BOS**  
*(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)*

**OTC Injections** (All labor and materials)

\$ 2700.00 /yr. (based on quantities below)

(OTC injections per specs - **do not include in Grand Total**)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
Medjool	15	1	45.00	\$2700.00

**The CDD reserves the right to subcontract out any and all OTC Injection events.**

#### **Application of Top Choice for annual treatment of Fire Ants**

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. \$ 1440.00 / yr.

**Top Choice application will be performed at the sole discretion of the District's BOS**  
*(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)*

**PART 4**

**Irrigation** (All labor and materials)

\$ 24,000.00 /Yr

Freeze Protection (description of ability) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\$500.00 /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate \$ 250.00 /hr. (i.e. broken mainlines, pump & wells, etc.)

**Contractor shall inspect the irrigation system prior to contract award and shall provide a list of additional charges and pricing for any deficiencies and for such items other than routine maintenance as a separate price from this bid. This should be provided on a separate spreadsheet.**

**The DISTRICT reserves the right to subcontract any irrigation event to an outside vendor.**



## **PART 5**

**Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:**

270 CY Medium Pine Bark Mulch per specs for the first top-dressing at \$ 60.00 /CY  
(app. October) \$ 16,200.00/installation

And

270 CY Medium Pine Bark Mulch per specs for the second top-dressing at \$ 60.00 /CY  
(app. April) \$ 16,200.00 /installation

Installation of Pine Bark Mulch (medium) (All labor and materials) \$ 32,400.00 /yr.  
(if both topdressings are performed - do not include in Grand Total)

**Each top-dressing shall leave all beds with a depth of 3"**  
**The DISTRICT reserves the right to subcontract any mulching event to an outside vendor.**

## **PART 6**

**Annual Installation** (All labor and materials)

**The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor.**

Contractor shall install 3,200 (4.5") annuals up to four (4) times per year per specs at the direction of the District at \$ 2.75 /annual

\$ 8,800.00 /rotation

\$ 35,200.00 /yr. (if all rotations are performed - do not include in Grand Total)

**GRAND TOTAL (PARTS 1, 2, & 4 - This is what contract will be written for.)**

\$ 271,848.00 / 2nd Year

FIRST ANNUAL RENEWAL	\$ <u>271,848.00</u> /yr.
SECOND ANNUAL RENEWAL	\$ <u>280,003.44</u> /yr.
THIRD ANNUAL RENEWAL	\$ <u>280,003.44</u> /yr.
FOURTH ANNUAL RENEWAL	\$ <u>288,003.44</u> /yr.

**\*Unless prices are to remain the same throughout the initial contract term and each of the four possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.**

Contractor/Firm Name Steadfast Contractors Alliance, LLC

Firm Address 30435 Commerce Dr, Unit 102

City/State/Zip San Antonio, FL 33576

Phone Number 844-347-0702 Fax Number 813-388-4490

Name and Title of Representative Miranda Faulkner, CFO

(Please Print)

Representative's Signature 

Date 12/4/25

ADDENDA – Bidder acknowledges the receipt of Addendum No.'s

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_ 5. \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

# Proposal Forms

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2nd Annual Renewal  
Year 3



**PROPOSAL FORM  
SECTION III – PRICING**

*NOTE: This pricing form is intended to cover pricing for the initial one-year term of the contract. It is assumed that prices will remain the same through each of the four potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one-year term, and any annual renewal terms.*

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

**PART 1**

**General Landscape Maintenance**

\$ 239,155.44 yr.

- Storm Cleanup \$ 125.00/hr. (do not include in General Landscape Maintenance total or Grand Total)

- Freeze Protection (description of ability) Freeze cloth where applicable

\_\_\_\_\_

\_\_\_\_\_

\$ 1000.00 /application (do not include in General Landscape Maintenance total or Grand Total)

- Hand Watering (do not include in General Landscape Maintenance total or Grand Total)

\$ 60.00 /hr. for employee with hand-held hose

\$ 170.00 /hr. for water truck/tanker

Contractor is asked to provide a price per acre for:

Verticutting \$ 1100.00 / acre

Core Aeration \$ 420.00 / acre

**\*\*\*Moss removal and in contract tree elevation will occur in the off months (not June-Sept)**

## PART 2

**Fertilization (All labor and materials)** \$ 16,848.00 yr.  
 (Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	20-0-10 w/pre-emergent	1	680	\$1675.50
April	21-0-0	.5	350	\$1675.50
June	15-0-15	1	680	\$1675.50
October	20-0-10 w/pre-emergent	1	680	\$1675.50

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	20-0-10 w/pre-emergent	1	300	\$767.00
April	21-0-0	.5	300	\$767.00
May	24-2-11	1	300	\$767.00
July	24-2-11	1	300	\$767.00
September	24-2-11	1	300	\$767.00
November	20-0-10 w/pre-emergent	1	300	\$767.00

CELEBRATION BERMUDA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
		N/A		

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12	1	750	\$1134.00
June	8-2-12	1	750	\$1134.00
October	8-2-12	1	750	\$1134.00

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12+4	3	90	\$535.50
June	8-2-12+4	3	90	\$535.50
September	8-2-12+4	3	90	\$535.50
November	8-2-12+4	3	90	\$535.50

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapees, Loropetalum, K.O. Roses, Ixora, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
		N/A		

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

### **PART 3**

**Pest Control** (All labor and materials) \$ Included yr.

(if entire pesticide allowance is required) \*

\*This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

**OTC Injections will be performed at the discretion of the District's BOS**  
*(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)*

**OTC Injections** (All labor and materials)

\$ 2700.00 /yr. (based on quantities below)

(OTC injections per specs - **do not include in Grand Total**)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
Medjool	15	1	45.00	\$2700.00

**The CDD reserves the right to subcontract out any and all OTC Injection events.**

#### **Application of Top Choice for annual treatment of Fire Ants**

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. \$ 1440.00 / yr.

**Top Choice application will be performed at the sole discretion of the District's BOS**  
*(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)*



**PART 4**

**Irrigation** (All labor and materials)

\$ 24,000.00 /Yr

Freeze Protection (description of ability) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\$500.00 /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate \$ 250.00 /hr. (i.e. broken mainlines, pump & wells, etc.)

**Contractor shall inspect the irrigation system prior to contract award and shall provide a list of additional charges and pricing for any deficiencies and for such items other than routine maintenance as a separate price from this bid. This should be provided on a separate spreadsheet.**

**The DISTRICT reserves the right to subcontract any irrigation event to an outside vendor.**



## **PART 5**

**Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:**

270 CY Medium Pine Bark Mulch per specs for the first top-dressing at \$ 60.00 /CY  
(app. October) \$ 16,200.00/installation

And

270 CY Medium Pine Bark Mulch per specs for the second top-dressing at \$ 60.00 /CY  
(app. April) \$ 16,200.00 /installation

Installation of Pine Bark Mulch (medium) (All labor and materials) \$ 32,400.00 /yr.  
(if both topdressings are performed - do not include in Grand Total)

**Each top-dressing shall leave all beds with a depth of 3"**  
**The DISTRICT reserves the right to subcontract any mulching event to an outside vendor.**

## **PART 6**

**Annual Installation** (All labor and materials)

**The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor.**

Contractor shall install 3,200 (4.5") annuals up to four (4) times per year per specs at the direction of the District at \$ 2.75 /annual

\$ 8,800.00 /rotation

\$ 35,200.00 /yr. (if all rotations are performed - do not include in Grand Total)

**GRAND TOTAL (PARTS 1, 2, & 4 - This is what contract will be written for.)**

\$ 280,003.44 / 3rd Year

FIRST ANNUAL RENEWAL	\$ <u>271,848.00</u> /yr.
SECOND ANNUAL RENEWAL	\$ <u>280,003.44</u> /yr.
THIRD ANNUAL RENEWAL	\$ <u>280,003.44</u> /yr.
FOURTH ANNUAL RENEWAL	\$ <u>288,003.44</u> /yr.

**\*Unless prices are to remain the same throughout the initial contract term and each of the four possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.**

Contractor/Firm Name Steadfast Contractors Alliance, LLC

Firm Address 30435 Commerce Dr, Unit 102

City/State/Zip San Antonio, FL 33576

Phone Number 844-347-0702 Fax Number 813-388-4490

Name and Title of Representative Miranda Faulkner, CFO

(Please Print)

Representative's Signature 

Date 12/4/25

ADDENDA – Bidder acknowledges the receipt of Addendum No.'s

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_ 5. \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

# Proposal Forms

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3rd Annual Renewal  
Year 4



**PROPOSAL FORM  
SECTION III – PRICING**

*NOTE: This pricing form is intended to cover pricing for the initial one-year term of the contract. It is assumed that prices will remain the same through each of the four potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one-year term, and any annual renewal terms.*

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

**PART 1**

**General Landscape Maintenance**

\$ 239,155.44 yr.

- Storm Cleanup \$ 125.00/hr. (do not include in General Landscape Maintenance total or Grand Total)

- Freeze Protection (description of ability) Freeze cloth where applicable

\_\_\_\_\_  
\_\_\_\_\_

\$ 1000.00 /application (do not include in General Landscape Maintenance total or Grand Total)

- Hand Watering (do not include in General Landscape Maintenance total or Grand Total)

\$ 60.00 /hr. for employee with hand-held hose

\$ 170.00 /hr. for water truck/tanker

Contractor is asked to provide a price per acre for:

Verticutting \$ 1100.00 / acre

Core Aeration \$ 420.00 / acre

**\*\*\*Moss removal and in contract tree elevation will occur in the off months (not June-Sept)**

## PART 2

**Fertilization (All labor and materials)** \$ 16,848.00 yr.  
 (Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	20-0-10 w/pre-emergent	1	680	\$1675.50
April	21-0-0	.5	350	\$1675.50
June	15-0-15	1	680	\$1675.50
October	20-0-10 w/pre-emergent	1	680	\$1675.50

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	20-0-10 w/pre-emergent	1	300	\$767.00
April	21-0-0	.5	300	\$767.00
May	24-2-11	1	300	\$767.00
July	24-2-11	1	300	\$767.00
September	24-2-11	1	300	\$767.00
November	20-0-10 w/pre-emergent	1	300	\$767.00

CELEBRATION BERMUDA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
		N/A		

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12	1	750	\$1134.00
June	8-2-12	1	750	\$1134.00
October	8-2-12	1	750	\$1134.00

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12+4	3	90	\$535.50
June	8-2-12+4	3	90	\$535.50
September	8-2-12+4	3	90	\$535.50
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Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapees, Loropetalum, K.O. Roses, Ixora, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
		N/A		

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

### PART 3

**Pest Control** (All labor and materials) \$ Included yr.

(if entire pesticide allowance is required) \*

\*This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

**OTC Injections will be performed at the discretion of the District's BOS**  
*(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)*

**OTC Injections** (All labor and materials)

\$ 2700.00 /yr. (based on quantities below)

(OTC injections per specs - **do not include in Grand Total**)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
Medjool	15	1	45.00	\$2700.00

**The CDD reserves the right to subcontract out any and all OTC Injection events.**

#### **Application of Top Choice for annual treatment of Fire Ants**

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. \$ 1440.00 / yr.

**Top Choice application will be performed at the sole discretion of the District's BOS**  
*(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)*



**PART 4**

**Irrigation** (All labor and materials)

\$ 24,000.00 /Yr

Freeze Protection (description of ability) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\$500.00 /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate \$ 250.00 /hr. (i.e. broken mainlines, pump & wells, etc.)

**Contractor shall inspect the irrigation system prior to contract award and shall provide a list of additional charges and pricing for any deficiencies and for such items other than routine maintenance as a separate price from this bid. This should be provided on a separate spreadsheet.**

**The DISTRICT reserves the right to subcontract any irrigation event to an outside vendor.**



## **PART 5**

**Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:**

270 CY Medium Pine Bark Mulch per specs for the first top-dressing at \$ 60.00 /CY  
(app. October) \$ 16,200.00/installation

And

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(app. April) \$ 16,200.00 /installation

Installation of Pine Bark Mulch (medium) (All labor and materials) \$ 32,400.00 /yr.  
(if both topdressings are performed - do not include in Grand Total)

**Each top-dressing shall leave all beds with a depth of 3"**  
**The DISTRICT reserves the right to subcontract any mulching event to an outside vendor.**

## **PART 6**

**Annual Installation** (All labor and materials)

**The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor.**

Contractor shall install 3,200 (4.5") annuals up to four (4) times per year per specs at the direction of the District at \$ 2.75 /annual

\$ 8,800.00 /rotation

\$ 35,200.00 /yr. (if all rotations are performed - do not include in Grand Total)

**GRAND TOTAL (PARTS 1, 2, & 4 - This is what contract will be written for.)**

\$ 280,003.44 / 4th Year

FIRST ANNUAL RENEWAL	\$ <u>271,848.00</u> /yr.
SECOND ANNUAL RENEWAL	\$ <u>280,003.44</u> /yr.
THIRD ANNUAL RENEWAL	\$ <u>280,003.44</u> /yr.
FOURTH ANNUAL RENEWAL	\$ <u>288,003.44</u> /yr.

**\*Unless prices are to remain the same throughout the initial contract term and each of the four possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.**

Contractor/Firm Name Steadfast Contractors Alliance, LLC

Firm Address 30435 Commerce Dr, Unit 102

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Phone Number 844-347-0702 Fax Number 813-388-4490

Name and Title of Representative Miranda Faulkner, CFO

(Please Print)

Representative's Signature 

Date 12/4/25

ADDENDA – Bidder acknowledges the receipt of Addendum No.'s

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_ 5. \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

# Proposal Forms

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3rd Annual Renewal  
Year 5



**PROPOSAL FORM  
SECTION III – PRICING**

*NOTE: This pricing form is intended to cover pricing for the initial one-year term of the contract. It is assumed that prices will remain the same through each of the four potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one-year term, and any annual renewal terms.*

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

**PART 1**

**General Landscape Maintenance**

\$ 247,155.44 yr.

- Storm Cleanup \$ 125.00/hr. (do not include in General Landscape Maintenance total or Grand Total)

- Freeze Protection (description of ability) Freeze cloth where applicable

\_\_\_\_\_

\_\_\_\_\_

\$ 1000.00 /application (do not include in General Landscape Maintenance total or Grand Total)

- Hand Watering (do not include in General Landscape Maintenance total or Grand Total)

\$ 60.00 /hr. for employee with hand-held hose

\$ 170.00 /hr. for water truck/tanker

Contractor is asked to provide a price per acre for:

Verticutting \$ 1100.00 / acre

Core Aeration \$ 420.00 / acre

**\*\*\*Moss removal and in contract tree elevation will occur in the off months (not June-Sept)**

## PART 2

**Fertilization (All labor and materials)** \$ 16,848.00 yr.  
(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	20-0-10 w/pre-emergent	1	680	\$1675.50
April	21-0-0	.5	350	\$1675.50
June	15-0-15	1	680	\$1675.50
October	20-0-10 w/pre-emergent	1	680	\$1675.50

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	20-0-10 w/pre-emergent	1	300	\$767.00
April	21-0-0	.5	300	\$767.00
May	24-2-11	1	300	\$767.00
July	24-2-11	1	300	\$767.00
September	24-2-11	1	300	\$767.00
November	20-0-10 w/pre-emergent	1	300	\$767.00

CELEBRATION BERMUDA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
		N/A		

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12	1	750	\$1134.00
June	8-2-12	1	750	\$1134.00
October	8-2-12	1	750	\$1134.00

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
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September	8-2-12+4	3	90	\$535.50
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Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapees, Loropetalum, K.O. Roses, Ixora, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
		N/A		

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

### **PART 3**

**Pest Control** (All labor and materials) \$ Included yr.

(if entire pesticide allowance is required) \*

\*This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

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(OTC injections per specs - **do not include in Grand Total**)

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**Top Choice application will be performed at the sole discretion of the District's BOS**  
*(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)*



**PART 4**

**Irrigation** (All labor and materials)

\$ 24,000.00 /Yr

Freeze Protection (description of ability) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\$500.00 /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate \$ 250.00 /hr. (i.e. broken mainlines, pump & wells, etc.)

**Contractor shall inspect the irrigation system prior to contract award and shall provide a list of additional charges and pricing for any deficiencies and for such items other than routine maintenance as a separate price from this bid. This should be provided on a separate spreadsheet.**

**The DISTRICT reserves the right to subcontract any irrigation event to an outside vendor.**



## **PART 5**

**Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:**

270 CY Medium Pine Bark Mulch per specs for the first top-dressing at \$ 60.00 /CY  
(app. October) \$ 16,200.00/installation

And

270 CY Medium Pine Bark Mulch per specs for the second top-dressing at \$ 60.00 /CY  
(app. April) \$ 16,200.00 /installation

Installation of Pine Bark Mulch (medium) (All labor and materials) \$ 32,400.00 /yr.  
(if both topdressings are performed - do not include in Grand Total)

**Each top-dressing shall leave all beds with a depth of 3"**  
**The DISTRICT reserves the right to subcontract any mulching event to an outside vendor.**

## **PART 6**

**Annual Installation** (All labor and materials)

**The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor.**

Contractor shall install 3,200 (4.5") annuals up to four (4) times per year per specs at the direction of the District at \$ 2.75 /annual

\$ 8,800.00 /rotation

\$ 35,200.00 /yr. (if all rotations are performed - do not include in Grand Total)

**GRAND TOTAL (PARTS 1, 2, & 4 - This is what contract will be written for.)**

\$ 288,003.44 / 5th Year

FIRST ANNUAL RENEWAL	\$ <u>271,848.00</u> /yr.
SECOND ANNUAL RENEWAL	\$ <u>280,003.44</u> /yr.
THIRD ANNUAL RENEWAL	\$ <u>280,003.44</u> /yr.
FOURTH ANNUAL RENEWAL	\$ <u>288,003.44</u> /yr.

**\*Unless prices are to remain the same throughout the initial contract term and each of the four possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.**

Contractor/Firm Name Steadfast Contractors Alliance, LLC

Firm Address 30435 Commerce Dr, Unit 102

City/State/Zip San Antonio, FL 33576

Phone Number 844-347-0702 Fax Number 813-388-4490

Name and Title of Representative Miranda Faulkner, CFO

(Please Print)

Representative's Signature 

Date 12/4/25

ADDENDA – Bidder acknowledges the receipt of Addendum No.'s

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_ 5. \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

**EXHIBIT C**  
**OTHER FORMS**

*[See following pages]*

**CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT**  
**DAILY WORK JOURNAL**

**DATE:** \_\_\_\_\_

**DESCRIPTION OF WORK PERFORMED TODAY:** \_\_\_\_\_

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**LOCATIONS:** \_\_\_\_\_

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**ISSUES REQUIRING ATTENTION:** \_\_\_\_\_

*(Please notify District Rep. if any)*

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.....  
**For District Representatives Only:** \_\_\_\_/100% of monthly scope complete

**CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT**  
**PEST MANAGEMENT REPORT**

**DATE:** \_\_\_\_\_

**SYMPTOMS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LOCATION:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROBABLE CAUSE OF DAMAGE:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ESTIMATED MATERIALS REQUIRED FOR TREATMENT:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CERTIFIED PESTICIDE APPLICATOR'S NAME:** \_\_\_\_\_

**REPRESENTATIVE NAME:** \_\_\_\_\_

**(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)**

.....

**For District Representatives Only:** \_\_\_\_/100% of monthly scope complete

**CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT**  
**IRRIGATION REPAIR REQUEST FORM**

**DATE:** \_\_\_\_\_

**DAMAGE:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**LOCATION:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**PROBABLE CAUSE OF DAMAGE:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ESTIMATED COST OF MATERIALS & LABOR REQUIRED FOR REPAIR:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IRRIGATION TECHNICIAN'S NAME:** \_\_\_\_\_

**REPRESENTATIVE NAME:** \_\_\_\_\_

**(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)**

.....

**For District Representatives Only:** \_\_\_\_/100% of monthly scope complete

**EXHIBIT D**  
**LANDSCAPE EVALUATION FORM**

**Month of Service:** \_\_\_\_\_  
**District Representative:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Part 1: General Landscape Maintenance \_\_\_\_/100% complete**

- List deficient areas: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Part 2: Fertilization \_\_\_\_/100% complete**

- List deficient areas: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Part 3: Pest Control \_\_\_\_/100% complete**

- List deficient areas: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Part 4: Irrigation System Monitoring and Maintenance \_\_\_\_/100% complete**

- List deficient areas: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Part 5: Installation of Mulch \_\_\_\_/100% complete**

- List deficient areas: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Part 6: Annual Installation \_\_\_\_/100% complete**

- List deficient areas: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Average % Complete:** \_\_\_\_/100%

**EXHIBIT E**  
**MAINTENANCE MAP**

*[See following page]*





## CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT OWNERSHIP MAP



## **EXHIBIT F**

### **Form of Additional Services Order**

#### **ADDITIONAL SERVICES ORDER FOR ADDITIONAL LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

**THIS ADDITIONAL SERVICES ORDER** (the “ASO”), dated \_\_\_\_\_, 20\_\_ authorizes certain work in accordance with that certain *Agreement for Landscape and Irrigation Maintenance Services* (the “Agreement”), dated \_\_\_\_\_, 20\_\_, by and between:

**CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government being situated in Pasco County, Florida, and whose mailing address is c/o Haven Management Solutions, LLC, 255 Primera Avenue, Suite 160, Lake Mary, Florida 32746 (“**District**”); and

**STEADFAST CONTRACTORS ALLIANCE, LLC**, a Florida limited liability company, whose mailing address is 30435 Commerce Drive, Suite 102, San Antonio, Florida 33756 (the “**Contractor**”).

**SECTION 1. SCOPE OF SERVICES.** In addition to the Services described in the Agreement and any Exhibits and Amendments thereto, the Contractor will provide the additional landscape, irrigation and pond maintenance services and/or wetland monitoring and maintenance services, as set forth in the attached **Exhibit A** to this ASO, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the “Additional Services”).

**SECTION 2. COMPENSATION.** It is understood and agreed that the payment of compensation for the Additional Services under this ASO shall be in the amount set forth in the attached **Exhibit A**, and in the manner set forth in the Agreement. [SPECIFY WHETHER ONE TIME CHARGE OR INCREASES COMPENSATION LINE ITEM IN ORIGINAL AGREEMENT AND, IF SO, REFLECT AMENDMENT TO THAT PROVISION]. The Contractor shall invoice the District for the Additional Work actually performed. Such amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise to provide the District the maximum benefit of the Additional Work.

**SECTION 3. ACCEPTANCE.** Acceptance of this ASO will authorize the Contractor to complete the Additional Services as outlined above and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall commence the aforesaid Additional Services as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this ASO, remain in full force and effect. To the extent that any other terms provided in **Exhibit A** conflict with the terms of the executed Agreement, the terms of the Agreement shall control.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this ASO to be executed the day and year first above written.

**CONCOD STATION COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Signature of Secretary

\_\_\_\_\_  
Signature of Chairperson, Board of Supervisors

**STEADFAST CONTRACTORS ALLIANCE, LLC**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit A:** Proposal/Scope of Additional Services

**EXHIBIT 20**

**RETURN TO AGENDA**



## **AGREEMENT FOR DISTRICT MANAGEMENT SERVICES**

This Agreement ("**Agreement**") for district management services is made effective as of the 1<sup>st</sup> day of January 2026 ("**Effective Date**"), by and between

**CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Pasco County, Florida whose mailing address is 255 Primera Blvd., Suite 160, Lake Mary, Florida 32746 ("**District**"); and

**HAVEN MANAGEMENT SOLUTIONS, LLC**, a Florida limited liability company, with a mailing address of 255 Primera Blvd., Suite 160, Lake Mary, Florida 32746 ("**Manager**" or "**HMS**," together with District, "**Parties**" and each separately, "**Party**").

### **RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes, by ordinance adopted in Pasco County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District desires to enter into an agreement with Manager to provide district management and dissemination agent services, all as further set forth in **Exhibit A** attached hereto ("**Services**" or "**District Management Services**") and Manager has agreed to provide such Services; and

**WHEREAS**, the District and Manager 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. INCORPORATION OF RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. SCOPE OF SERVICES.** Manager agrees to provide the Services as set forth in **Exhibit A**, attached hereto and incorporated by reference herein.

#### **SECTION 3. FEES AND TERMS OF SERVICES; TERM.**

**A.** All Services will be completed on a timely basis in accordance with the District needs and statutory requirements.

**B.** Manager agrees to provide the Services to and for the District from January 1, 2026, through January 17, 2026, at no cost to the District. Starting January 18, 2026, the District agrees to compensate the Manager in accordance with the Schedule of Fees set forth in **Exhibit B**, attached hereto and incorporated by reference herein. The Services for January 2026 shall be invoiced for a pro-rated amount in accordance with the Schedule of Fees. Thereafter, the District shall be invoiced in equal monthly installments at the beginning of each month for Services rendering in the previous month. The District shall pay all invoices in accordance with the Florida Prompt Payment Act, Section 218.70, *Florida Statutes*.

**C.** The initial term of this Agreement commences on Effective Date, and continues until September 30, 2026, unless terminated earlier by either Party in accordance with the provisions of this Agreement. Thereafter this Agreement shall automatically renew each Fiscal Year (i.e., October 1 to September 30 of the following year) of the District, unless otherwise terminated by either Party in accordance with Section 6 below. Any amendment or adjustment to the Schedule of Fees shall be evidenced in writing by both Parties and must be approved by the Board in its adopted or amended annual budget.

#### **SECTION 4. INDEMNIFICATION.**

**A. Manager Indemnification.** The Manager agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Manager, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto.

**B. District Indemnification.** To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, *Florida Statutes*), except to the extent caused by the negligence, reckless, and/or willful misconduct of the Manager, the District agrees to indemnify, defend, and hold harmless the Manager and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Manager may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Manager may be entitled and shall continue after the Manager has ceased to be engaged under this Agreement. In addition to any other conditions and/or limitations set forth herein, the District shall be obligated to indemnify Manager only if such indemnification obligation is covered by the District's insurance.

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



**SECTION 5. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing herein shall be construed to waive or limit the District's sovereign immunity limitations of liability as provided in Section 768.28, *Florida Statutes*, or other applicable law. 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.

**SECTION 6. TERMINATION.**

**A.** This Agreement may be terminated as follows: (1) By the District for "good cause," which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the Manager which termination may be immediate; or (2) By the Manager or District, for any or no reason, upon sixty (60) days' written notice.

**B.** Upon termination of this Agreement by the Manager, the Manager shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Manager.

**C.** Upon termination of this Agreement by the District upon sixty (60) days' written notice, the Manager will provide all Services up until the effective termination of this Agreement at no charge to the District.

**D.** Upon any termination of this Agreement, the Manager will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

**SECTION 7. SUCCESSORS; ASSIGNMENT.** The rights and obligations of the District as defined by this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the District. Neither the District nor the Manager may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

**SECTION 8. NOTICES.** All notices required in this Agreement shall be sent by certified mail, return receipt requested, or express mail with proof of receipt to the Parties as follows:

**A. If to District:** Concord Station Community Development District  
255 Primera Blvd., Suite 160  
Lake Mary, Florida 32746  
Attn: Chairperson

**With a copy to:** Kilinski | Van Wyk PLLC  
517 East College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel, Concord Station

**B. If to Manager:** Haven Management Solutions, LLC  
255 Primera Blvd., Suite 160

Lake Mary, Florida 32746  
Attn: Patricia Thibault

**SECTION 9. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Pasco County, Florida.

**SECTION 10. E-VERIFY REQUIREMENTS.** The Manager, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Manager further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, *Florida Statutes*, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Manager agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. The Manager shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Manager is in violation of Section 448.09(1), *Florida Statutes*, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Manager shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Manager shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Manager performing work under this Agreement is in violation of Section 448.09(1), *Florida Statutes*, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Manager and order the Manager to immediately terminate its subcontract with the subcontractor. The Manager shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Manager's failure to comply with the E-Verify requirements referenced in this subsection. By entering into this Agreement, Manager represents that no public employer has terminated a contract with Manager under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**SECTION 11. SEVERABILITY.** In the event that any provision of this Agreement shall be determined to be unenforceable or invalid by a court such unenforceability or invalidity shall not affect the remaining provisions of the Agreement which shall remain in full force and effect.

**SECTION 12. AMENDMENTS.** Any amendment or change to this Agreement shall be in writing and executed by all Parties.

**SECTION 13. ACKNOWLEDGEMENT.** The District acknowledges that the Manager is not a Municipal Advisor or Securities Broker, nor is the Manager registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended.



Similarly, the District acknowledges that the Manager does not provide the District with financial advisory services or offer investment advice.

**SECTION 14. INSURANCE.** The Manager shall, at its own expense, maintain insurance during the performance of the Services with limits of liability not less than the following, the certificate of which is attached as **Exhibit C**:

Workers' Compensation	Statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000
Commercial Crime/Fidelity Insurance	\$1,000,000
Professional Liability Insurance	\$2,000,000
Automobile Liability (if applicable) *	\$1,000,000
<i>Bodily Injury and Property Damage</i>	
<i>Covering owned, non-owned, and hired</i>	
<i>vehicles</i>	

*\*Automobile liability insurance is required if the Manager will use any vehicles on-site, including owned, non-owned, and hired vehicles.*

Except with respect to Professional Liability and Workers' Compensation insurance policies, the District, its staff, consultants, and supervisors shall be named as additional insureds, on a primary, non-contributory basis, on each insurance policy described above. The Manager shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement prior to commencing performance of the Services. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

**SECTION 15. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Manager understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Manager acknowledges that the designated public records custodian for the District is **Patricia Thibault** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Manager 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 the Manager does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Manager'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 the Manager, the Manager 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 MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 221-9153, PATRICIA@HAVENMGTSOL.COM, 255 PRIMERA BLVD., SUITE 160, LAKE MARY, FLORIDA 32746.**

**SECTION 16. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal Party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

**SECTION 17. 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 18. COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**SECTION 19. ENFORCEMENT OF AGREEMENT.** A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Manager is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.



**SECTION 20. ENTIRE AGREEMENT.** The Agreement shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of the Agreement. To the extent any of the provisions of the exhibits are in conflict with the provisions of the Agreement, this Agreement controls.

**SECTION 21. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*.** If applicable, the Manager agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

**SECTION 22. SCRUTINIZED COMPANIES STATEMENT.** In accordance with Section 287.135, *Florida Statutes*, Manager represents that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is 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, Manager shall immediately notify the District. If Manager 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.

**SECTION 23. ANTI-HUMAN TRAFFICKING REQUIREMENTS.** Manager 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*. Manager shall execute an affidavit, attached hereto as **Exhibit D** and incorporated herein, in compliance with Section 787.06(13), *Florida Statutes*.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

**CONCORD STATION COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

Chairperson/Vice Chairperson,  
Board of Supervisors

**HAVEN MANAGEMENT SOLUTIONS, LLC**

By: Patricia C Thibault

Print: Patricia C Thibault

Its: Manager

- Exhibit A:** Scope of Services
- Exhibit B:** Schedule of Fees
- Exhibit C:** Certificate of Insurance
- Exhibit D:** Anti-Human Trafficking Affidavit

**EXHIBIT A**  
**SCOPE OF SERVICES**

**GENERAL MANAGEMENT, ADMINISTRATIVE, AND ACCOUNTING SERVICES**

This engagement is for the Manager to provide District Management Services for the District. The duties and responsibilities include, but are not limited to the following:

**Meetings, Hearings, Workshops, Etc.**

- Management services, include at a minimum, conducting Board of Supervisors meetings, overall administration of District functions, implementing policy as directed by the Board, ensuring compliance with all statutes, laws, regulations, and rules affecting the District, administration and completion of all required state and local filings and notices (including those required by the terms of the District's bonds), managing District contracts, coordinating and providing contract administration for services provided to the District by outside vendors, obtaining proposals or bids for District services as needed, advising the Board regarding matters affecting the District, responding in a timely fashion to inquiries from the Board, District staff, and members of the public.
- The Manager will organize, conduct, and provide minutes for all meetings of the District. This includes, but is not limited to, scheduling meetings, providing agenda packages and meeting materials in the form requested by the District Board of Supervisors, and publishing Board meeting, public hearing notices, and landowner election notices pursuant to Florida law.
- The Manager will consult with the District Board of Supervisors and its designated representatives, and when necessary, organize such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration and accomplishment of the various projects and services provided by the District.

**Records**

- Administrative services, including at a minimum, recording and preparing meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, responding to public records requests as needed, and preparation and delivery of agendas.
- The Manager will maintain "Record of Proceedings" for the District within the boundaries of the local government in which the District is located and include meeting minutes, agreements, resolutions and other records required by law or contract and provide access to such records as necessary for proper District function or compliance with Florida's public records laws.



### **District Operations**

- The Manager will act as the primary point of contact for District-related matters.
- The Manager will consult with and advise the District on matters related to the operation and maintenance of the District's public infrastructure.
- The Manager will make recommendations and assist in matters relating to solicitation, approval, rejection, amendment, renewal, and cancellation of contracts for services to the District. In advance of expiration of contracts, the Manager will advise the Board as to need for renewal or additional procurement activities and implement same.
- The Manager will recommend and advise the Board, in consultation with the District Engineer of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.
- The Manager will ensure compliance with all statutes affecting the District by performing the following tasks (and such other tasks required by law but not specifically identified herein):
  - File name and location of the Registered Agent and Office location annually with Department of Community Affairs and the County.
  - Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
  - Provide the regular meeting schedule of the Board to County.
  - File all required financial reports to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction in compliance with Florida law.
  - File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year. Report annually the number of registered voters in the District by June 1, of each year.
  - Transmit Public Facilities Report and related updates to appropriate agencies.
  - Prepare and file annual public depositor report.

### **Accounting and Reporting**

- Accounting services, including at a minimum preparation and timely delivery of the District's financial statements in accordance with Governmental Accounting Standards, timely administration of accounts payable and accounts receivable functions, asset tracking, investment tracking, preparation of the annual budget, purchasing and risk management administration, capital program administration and requisition processing, filing of reports and disclosures required by the State of Florida and the terms of the District's bonds, and monitoring of trust account activity.
- The Manager will implement an integrated management reporting system compliant with Generally Accepted Accounting Principles ("GAAP") for government and fund accounting

which will allow the District to represent fairly and with full disclosure the financial position of the District. The District's accounting activities will be overseen by a degreed accountant.

- The Manager will prepare reports as appropriate under applicable law, accounting standards, and bond trust indenture requirements. The Manager will track the District's general fund and bond fund activities and provide monthly and annual financial statements (including budget to actual summary).
- The Manager will administer the processing, review and approval, and timely payment of all invoices and purchase orders.
- The Manager will oversee District's capital and general fund accounts.

#### **Audits**

- The Manager will provide audit support to auditors for the required Annual Audit and will ensure completion and submission of audit and Annual Financial Statements to the County, Auditor General, and other appropriate government entities in compliance with Florida law.

#### **Budgeting**

- The Manager will prepare and provide for a proposed budget for Board approval and submission to Pasco County in compliance with state law. The Manager will prepare final budget and backup material for and present the budget at all budget meetings, hearings and workshops. The Manager will ensure that all budget meetings, hearings, and workshops are properly noticed.
- The Manager will administer the adopted budget and prepare budget amendments on an ongoing basis as necessary.

#### **Capital Program Administration**

- The Manager will maintain proper capital fund and project fund accounting procedures and records.
- The Manager will coordinate with District staff to provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.
- The Manager will oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit to bond holders and underwriters, annual/quarterly disclosure reporting, etc.

## **FINANCIAL SERVICES**

- Financial/assessment services and revenue collection, including at a minimum, all functions necessary for the timely billing, collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing, analyzing true-up obligations, and responding to property owner questions regarding District assessments.

### **Assessments & Revenue Collection**

- The Manager will develop and administer the annual assessment roll for the District. This includes administering the tax roll for the District for assessments collected by Pasco County and administering assessments for Off Tax Roll parcels/lots.
- The Manager will provide payoff information and pre-payment amounts as requested by property owners, and collect prepayment of assessments as necessary.
- The Manager will monitor development of the District and perform Assessment True-up Analysis when appropriate.
- The Manager will issue estoppel letters as needed for property transfers.
- The Manager will maintain the District's Lien Book, in which is recorded the details of any District debt and the related debt service assessments. The Lien Book will account for all District debt and show the allocation of debt principal to assessed properties within the District.

### **Dissemination Agent Services**

- The Manager will provide all required dissemination agent services, including performing the duties of and acting as the District's Dissemination Agent as set forth in the *Continuing Disclosure Agreement* dated August 29, 2016, for the Special Assessment Bonds, Series 2016A-1, and for the Special Assessment Bonds, Series 2016A-2 (together, the "Series 2016 Bonds").



**EXHIBIT B**  
**SCHEDULE OF FEES**



**Haven Management Solutions**

**Fee Schedule & Pricing Overview - District Management - No Increase in  
Pricing for Three Years**  
No Increase in Pricing from Prior District Management

TASK	DETAIL	PRICING		
		Year 1	Year 2	Year 3
Task 1	Management	\$33,750	\$33,750	\$33,750
Task 2	Administrative	\$3,000	\$3,000	\$3,000
Task 3	Accounting	\$16,000	\$16,000	\$16,000
Task 4	Financial/Assessment Services & Revenue Collection	\$ 2,500	\$ 2,500	\$ 2,500
Task 5	Dissemination Agent	\$ 2,500	\$ 2,500	\$ 2,500
	<b>ANNUAL TOTAL</b>	<b>\$ 57,750</b>	<b>\$57,750</b>	<b>\$ 57,750</b>
<b>ADDITIONAL SERVICES</b>				
District Management - Hourly Rate for Additional district meetings or Meetings over 4 hours - Includes 15 Meetings		\$ 125	\$ 125	\$ 125



# EXHIBIT C CERTIFICATE OF INSURANCE



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/26/2025

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 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).

<b>PRODUCER</b> ONE SOURCE ADVISORY 21214443 PO BOX 119 LUTZ FL 33548	<b>CONTACT NAME:</b> <table style="width: 100%;"> <tr> <td style="width: 50%;">PHONE (813) 949-8636</td> <td style="width: 50%;">FAX (813) 909-8743</td> </tr> <tr> <td colspan="2">(A/C, No, Ext):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> </table>	PHONE (813) 949-8636	FAX (813) 909-8743	(A/C, No, Ext):		E-MAIL ADDRESS:	
PHONE (813) 949-8636	FAX (813) 909-8743						
(A/C, No, Ext):							
E-MAIL ADDRESS:							
<b>INSURER(S) AFFORDING COVERAGE</b>							
INSURER A: Property and Casualty Insurance Company of Hartford							
NAIC# 34690							
<b>INSURED</b> HAVEN MANAGEMENT SOLUTIONS, LL 1415 BRISTOL PARK PL LAKE MARY FL 32746-4328							
INSURER B: INSURER C: INSURER D: 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <b>General Liability</b>	X		21 SBM BX8M3T	12/15/2025	12/15/2026	EACH OCCURRENCE \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						DAMAGE TO RENTED PREMISES (Ea occurrence) \$10,000 MED EXP (Any one person) \$1,000,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$						EACH OCCURRENCE AGGREGATE PER STATUTE OTHER
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	Professional Liability			21 SBM BX8M3T	12/15/2025	12/15/2026	Each Claim Limit \$1,000,000 Aggregate Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SL3032 attached to this policy

<b>CERTIFICATE HOLDER</b> Concord Station CDD 18636 MENTMORE BLVD LAND O LAKES FL 34638	<b>CANCELLATION</b> 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 <i>Susan E. Castaneda</i>
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ACORD 25 (2016/03)

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**EXHIBIT D**  
**ANTI-HUMAN TRAFFICKING AFFIDAVIT**

*[Begins on following page]*

**ANTI-HUMAN TRAFFICKING AFFIDAVIT**

I, \_\_\_\_\_, as \_\_\_\_\_, on behalf of Haven Management Solutions, LLC, a Florida limited liability company (the "Contractor"), under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Contractor.
2. The Contractor does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.
3. More particularly, the Contractor does not participate in any of the following actions:
  - (a) Using or threatening to use physical force against any person;
  - (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
  - (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
  - (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
  - (e) Causing or threatening to cause financial harm to any person;
  - (f) Enticing or luring any person by fraud or deceit; or
  - (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

Dated: \_\_\_\_\_, 2025

[Remainder of page intentionally left blank]



FURTHER AFFIANT SAYETH NAUGHT.

**HAVEN MANAGEMENT SOLUTIONS, LLC**  
a Florida limited liability company

By:

Name:

Title:

Patricia Comings Thibault  
Patricia Comings Thibault  
Manager

STATE OF FLORIDA

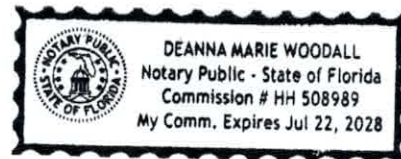
COUNTY OF Seminole

SWORN TO AND SUBSCRIBED before me ☒ physical presence or ☐ remote  
notarization by Patricia C Thibault, as Manager, of Haven Management  
Solutions, LLC, who is personally known to me or who produced FL DL as  
identification this 30th day of December 2025.

Deanna Woodall

Notary Public

(Notary Seal)



**EXHIBIT 21**

**RETURN TO AGENDA**

Date \_\_\_\_\_ Case #: \_\_\_\_\_ District: \_\_\_\_\_ Zone: \_\_\_\_\_

Name of Home Owner's Association or Community Development District : \_\_\_\_\_

Address: \_\_\_\_\_

**Property Appraiser Map MUST be attached**

List of HOA/CDD common areas/facilities: \_\_\_\_\_

Persons authorized to request action pursuant to this Agreement: \_\_\_\_\_

The above listed HOA/CDD, by and through its governing body, hereby requests and authorizes the Pasco Sheriff's Office and its members, employees, and agents to issue trespass warnings to persons and/or arrest persons for trespassing within the meaning of Florida Statute(s) who are not authorized on HOA/CDD property, as determined by the HOA/CDD authorized representative(s). For HOAs listed in this agreement, they agree to comply with Florida Statute 720.305(2)(a), HOA rules regarding common areas/facilities, and all governing law, as applicable. For CDDs listed in this agreement, they agree to comply with Florida Statute Chapter 190, Community Development Districts, and the CDD's enacted rules, regulations, and/or restrictions regarding common areas/facilities, and all governing law, as applicable. In the event any authorized person changes, the HOA/CDD shall notify the Pasco Sheriff's Office within five (5) business days.

The above listed HOA/CDD agrees to indemnify and hold harmless Chris Nocco, as Sheriff of Pasco County, the Pasco Sheriff's Office, its employees, members, and agents from any suit, action, claim, or other cause of action brought for issuing a trespass warning or effectuating a trespass after warning arrest on HOA/CDD property pursuant to an authorized person's request to trespass.

The HOA/CDD hereby authorizes any Pasco Sheriff's Office deputy, member, or agent to list the authorized HOA/CDD representative as the victim/complainant on any charging document from a citation or arrest.

The HOA/CDD understands and agrees that by requesting the assistance of law enforcement to effectuate a trespass action, the HOA/CDD is attesting they have complied with their rules and regulations and with the applicable Florida Statutes listed above and are permitted to trespass the person from HOA/CDD property.

The HOA, before a trespass warning is issued by PSO, shall provide PSO with a copy of the notice of suspension, which shall include how the person was provided the notice of suspension, length of suspension, and which common area/facility the person is suspended from. The HOA understands and agrees they will immediately notify PSO in the event a suspension is lifted. The CDD understands and agrees they will immediately notify PSO in writing in the event the CDD wishes to rescind a trespass warning.

This agreement shall remain in effect subject to the following conditions:

- Termination by the HOA/CDD or designee, or (This agreement may be terminated by providing notice in writing to the Pasco Sheriff's Office)
- Annual verification of ownership and owner/designee's desire for continued enforcement

Name of authorized HOA/CDD representative: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by (name of person making statement) \_\_\_\_\_.

Personally known OR produced identification. Type of identification produced: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public - State of Florida\_\_\_\_\_  
Printed Name of Notary Public\_\_\_\_\_  
Serial Number